

INTERNATIONAL REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services

DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT (DFATD)

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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) needs professional services related to the modernization of the *Direction générale des impôts et domaines* [Directorate General of Taxation and Lands] (DGID) and an increase in Benin’s internal revenues, which the DGID is responsible for collecting. The Consultant will be responsible for delivering two broad categories of services in an integrated, coordinated operational procedure: a) management consulting services, including policy development, training, procurement, restructuring, change management and communications; and b) computer services aimed at implementing an integrated tax management system (ITMS) on which the other services will depend. The ITMS in question must be commercial off-the-shelf software (COTS), and computer services must include ITMS configuration, implementation, training, support and maintenance. Section 4, Terms of Reference, provides detailed information concerning this request.

The project feasibility study showed that the DGID has various computer systems that are not always integrated, which is why integrated software is needed. Moreover, an increase in Benin’s internal revenues is becoming a necessity to compensate for an anticipated decline in customs duties, resulting from greater trade integration in the West Africa region.

To implement the *Projet d’appui à l’accroissement des recettes intérieures du Bénin* [Support for the Increase of Internal Revenues in Benin Project] (PAARIB), the Consultant will be responsible for managing the project, from strategic design to operational implementation, adopting an approach that supports the DGID, which will be its partner in Benin.

The services covered are expected to start in October and continue for a period of eight (8) years.

Section 1: Instructions to Bidders

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

Data Sheet

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

Section 2: Technical Proposal - Standard Forms

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

Section 3: Financial Proposal - Standard Forms

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

Section 4: Terms of Reference

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

Section 5: Evaluation Criteria

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

Section 6: Standard Form of Contract

I. General Conditions

This section contains the general clauses of the resulting Contract.

II. Special Conditions

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

INTERNATIONAL REQUEST FOR PROPOSALS

RFP # SEL.: 2015-A-035106-1

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

Section 1. Instructions to Bidders (ITB)

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

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

Definitions

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association;
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - (iii) a credit union as defined in paragraph 137(6) b) of the Canadian *Income Tax Act* (R.S.C., 1985, c. 1 (5th Supp.));
 - (iv) a Canadian corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) the Canada Post Corporation.
- (c) **“Bidder”** means the person or entity (or, in the case of a consortium or joint venture, the persons or entities) submitting a Proposal to perform the resulting Contract for Services. It does not include the parent, subsidiaries or other affiliates of the Bidder, its Sub-consultants or its Contractors.
- (d) **“Bidder’s Employee”** means an individual who is, on the date of submission of the Proposal, an employee of the Bidder, whether full-time or part-time.
- (e) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (f) **“Consultant”** means the person or entity or, in the case of a consortium or joint venture, the Members whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (g) **“Contract”** means the written agreement between the Parties to the Contract, the General Conditions, any supplemental Special Conditions specified in the written agreement, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (h) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual. The Contractor is not part of the Personnel.
- (i) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (j) **“Day”** means calendar day, unless otherwise specified.
- (k) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (l) **“Fees”** mean an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (m) **“GETS”** means Canada’s Government Electronic Tendering Services

<https://buyandsell.gc.ca/>

- (n) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (o) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
 - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
 - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified; and
 - (iv) on sight, on first request by DFATD to the bank and without question.
- (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; or
 - (iv) Gardener.
- (r) **“Member”** means any of the persons or entities that make up a consortium or joint venture and **“Members”** means all these persons or 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 the Development Assistance Committee of the Organization for Economic Cooperation and Development.
- (v) **“Personnel”** means any employee or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical or administrative services under the Contract.
- (w) **“Parties”** means the Bidder and DFATD.
- (x) **“Place of Business”** means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and is accessible during normal working hours.
- (y) **“Point of Contact”** means the 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”** means everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Section 4, Terms of Reference.
- (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”** means 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 | <p>1.1 The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting Contract.</p> <p>1.2 Bidders are invited to submit a technical proposal and a financial proposal in response to this RFP.</p> <p>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.</p> <p>1.4 The successful Bidder will be required to provide all Services.</p> <p>1.5 Bidders are requested to familiarize themselves with local conditions and consider them in preparing their Proposals. For this purpose, if specified in the Data Sheet, DFATD will organize a site tour and/or a Bidders' conference that the Bidders are encouraged to attend at their own cost prior to submitting their Proposals.</p> <p>1.6 If DFATD does not organize a site tour and if one is specified in the Data Sheet, Bidders are encouraged to undertake, at their own discretion and cost, a visit to the project area before submitting their Proposals. Bidders are requested to contact the Point of Contact named in the Data Sheet to arrange for their visit. DFATD and the Embassy/High Commission require an advance notice of at least 7 Days from any Bidder who wishes to visit the project area.</p> |
| 2.
Cost of Proposal preparation | <p>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.</p> <p>2.2 Any costs relating to attending the Bidders' conference and/or site tour, including but not limited to travel and video conference costs, as specified in paragraph 1.5 and 1.6 will be the sole responsibility of the Bidder and will not be reimbursed by DFATD.</p> <p>2.3 Any costs related to negotiation of the resulting Contract will not be reimbursed by DFATD and are the sole responsibility of the Bidder. The location of the contract negotiation is indicated in the Data Sheet.</p> |
| 3.
Governing Law | <p>3.1 The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.</p> <p>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.</p> |
| 4.
Bidders | <p>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.</p> <p>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.</p> <p>4.3 Bidders must be eligible to participate in this RFP process.</p> <p>4.4 Subject to paragraph 4.5, a Bidder is eligible to participate in this RFP process if it, including each Member if a Proposal is submitted by a consortium or joint venture, has the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, must provide, if requested by DFATD, a certified copy and translation of the original documentation, and any other requested supporting documentation, indicating the laws under which it is registered or incorporated together with the registered or corporate name and Place of Business. Any cost related to any such certification or translation is the sole responsibility of the Bidder. DFATD reserves the right to verify the certified copy or translation and to reject the Proposal in the event that the documents are found to be inaccurate or insufficient.</p> |

One Bidder, One Proposal

- 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.

**5.
Proposal
Validity**

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

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

- 6.1 Bidders may request a clarification of any of the RFP elements no later than 7 Days before the RFP Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD’s opinion, a request for clarification affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.
- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than 9 Days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately 5 Days before the original RFP Closing Date.

**7.
Submission and
Receipt of
Proposals**

- 7.1 Proposals must be delivered by mail to the following address:

DFATD Bid Receiving Unit
c/ o Mailroom, 1st Floor
Department of Foreign Affairs, Trade and Development
200 Promenade du Portage
Gatineau, Québec
Canada
K1A 0G4

Or by hand to the following address:
DFATD Bid Receiving Unit
Department of Foreign Affairs, Trade and Development
15 Maisonnette Blvd
Gatineau, Québec
Canada
- 7.2 Bidders are requested to deliver their Proposals in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.

Late Proposals

- 7.3 Proposals must be received by DFATD no later than the RFP Closing Date.
- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by any means, including by electronic mail or facsimile will not be accepted.

- 7.5 Bidders are solely responsible for the timely receipt of their Proposal by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFP and any such Proposals will not be accepted.
- 7.6 A Proposal received by DFATD after the RFP Closing Date will not be accepted and will be returned unopened.
- 7.7 DFATD requests that the Bidder's name and return address, RFP reference number (SEL number), project title and the RFP Closing Date are clearly visible on the envelope or parcel containing the Proposal.
- 7.8 Unless specified in the Data Sheet, Bidders are requested to present their Proposals on 8.5" X 11" or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 7.9 The requirements with respect to the submission of Proposals are as follows:
- (a) Technical proposal:
Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date.
 - (b) Financial proposal:
Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date.
 - (c) Financial Statements:
If requested in the Data Sheet, DFATD requests that the Bidder's financial statements be submitted in a third sealed envelope clearly marked "FINANCIAL STATEMENT", followed by the RFP reference number, project title and the RFP Closing Date.
 - (d) Outer envelope:
Bidders are requested to place the envelopes containing the technical and financial proposals, and financial statements, if applicable, in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/or marked as stipulated.
- 7.10 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.
- 7.11 With the exception of paragraph 7.13, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.
- 7.12 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:
- (a) submitted in accordance with paragraph 7.1-7.9 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by DFATD prior to the RFP Closing Date.

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

	7.13	A Proposal that is requested to be withdrawn in accordance with paragraph 7.12 will be returned unopened.
8. Preparation of Proposal	8.1	In preparing their Proposal, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.
	8.2	If additional documentation is available from DFATD to assist Bidders in preparing their Proposals the name of the document(s), and how to obtain them, will be specified in the Data Sheet.
Language	8.3	Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, must be written in one of the official languages of Canada (English or French).
9. Technical Proposal	9.1	Signed TECH-1: Acceptance of Terms and Conditions, must be submitted with a Bidder's Proposal. If a Bidder is a consortium or a joint venture, the Bidder's Proposal must include a signed TECH-1 from each Member. Bidders are requested to print TECH-1, fill it in manually, sign and attach it as page 1 of their Proposals. If TECH-1 is not submitted with a Proposal or is not signed, the Proposal will be rejected. If TECH-1 is improperly completed, DFATD will request corrections from the Bidder within the timeframe specified in the notification. If the updated TECH-1 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means: (a) There are one or more fields that are not completed; or (b) The content of TECH-1 is amended in any way.
Mandatory Forms to Be Provided		
Certifications Required with the Proposal	9.2	Bidders are requested to submit completed TECH-2: Certifications, and TECH-3: Bidder's Organization, including a TECH-2 and TECH-3 from each Member of a consortium or joint venture submitting a Proposal, in their Proposals. If a TECH-2 and/or TECH-3 is not submitted with a Proposal and/or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated TECH-2 and/or TECH-3 within the timeframe specified in the notification. If the updated TECH-2 and/or TECH-3 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means: (a) There are one or more fields that are not completed; or (b) The content of TECH-2 is amended in any way.
	9.3	Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.
	9.4	If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within 10 Days of DFATD informing the Bidder that it is considering such rejection.
Other Forms to Be Provided	9.5	In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the following Standard Forms (Section 2 of this RFP) as part of their technical proposals: (i) TECH-4: Bidder's Experience; (ii) TECH-5: Methodology; and (iii) TECH-6: Personnel.
Content presentation	9.6	In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in Section 5, Evaluation Criteria. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific

paragraph and page numbers in different sections of their Proposals where the subject topic has already been addressed.

- 9.7 Where specified in the respective TECH Forms and/or Section 5, Evaluation Criteria, Bidders are requested to respect page limits assigned to responses to any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.
- 9.8 As specified in the Data Sheet, Bidders are requested to:
 - (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position; or
 - (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
 - (c) respect the fixed level of effort set by DFATD.
- 9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.

**10.
Financial
Proposals**

- 10.1 All information related to Fees, costs for Personnel on long-term assignment and Reimbursable Expenses must only appear in the financial proposal. The financial proposal must be prepared using form FIN-1. If a Bidder does not submit FIN-1 with its Proposal or does not comply with the provisions of paragraph 10.4, Pricing Basis, the Proposal will be rejected.
- 10.2 The financial proposal must list all costs associated with the provision of the Services, including Fees for Personnel, costs for Personnel on long-term assignment and Reimbursable Expenses.
- 10.3 Personnel categories to be used:
 - (a) Personnel assigned to the project:
 - i. in the Bidder's home country; or
 - ii. Personnel's home country; or
 - iii. up to but not including 12 consecutive months in the Recipient Country; and
 - (b) Personnel assigned to the project in the recipient country on long-term assignment (12 consecutive months or more).

Pricing Basis

- 10.4 Bidders must submit their financial proposals in accordance with the following pricing basis:
 - (a) Fees: For each individual or Personnel category to be employed under the project, indicate the proposed Fees based on a 7.5-hour/day. Secretarial, typing and administrative costs are considered part of overhead unless directly related to project activities.

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

 - (i) Direct salaries – means the amounts paid to individuals for actual time directly worked under the Contract;
 - (ii) Employee fringe benefits - means costs associated with employee salaries, including paid benefits. Paid benefits include: sick leave, statutory holidays, paid vacation leave, employer's contribution for employment insurance and worker's compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, War Risk Accidental Death and Dismemberment insurance, vaccination, etc;
 - (iii) Overhead/indirect costs – means the following costs originating from the Bidder's Head Office (non-project specific):
 - Advertising and promotion;
 - Amortization/depreciation;
 - Bank charges;
 - Board activities;

- Business development activities;
- Capital taxes;
- Communication;
- Computer maintenance expenses;
- Financing costs, including but not limited to interest expenses and costs to obtain letters of credit;
- General staff training;
- Insurance (e.g. office, board of director's liability, Commercial general liability, and Errors and omissions liability);
- Internal or external audits of the Bidder;
- Memberships and subscriptions;
- Office supplies, furniture and equipment in the Bidder's country;
- Bidder's restructuring costs;
- Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
- Proposal preparation activities;
- Office rent and utilities in the Bidder's country;
- Repairs and maintenance expenses in the Bidder's country;
- Review and negotiation of agreements;
- Salaries and fringe benefits related to the administration of the Bidder;
- Staff recruitment;
- Strategic planning activities;
- Travel;
- Workstations, including computers;
- Other indirect/overhead type of expenditures related to the Bidder's office(s) in the Bidder's country; and
- Exchange rate fluctuation.

(iv) Profit

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

1) Monthly Rate(s): For each individual under the category of Personnel assigned to the project in the Recipient Country on long-term assignment (12 consecutive months or more), the Bidder must indicate a firm all-inclusive monthly rate for each year that includes the following cost items as applicable. The average monthly rate is not to exceed the ceiling amount indicated in the Data Sheet.

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

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

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

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

related custom duties and insurance charges.

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

**Reimbursable
Expenses**

10.5 DFATD recognizes the following categories of Reimbursable Expenses:

- (a) Travel and living expenses: the cost of travel while on Travel Status and the cost of other transportation will be reimbursed but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at

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

- i. the cost of commercial transportation based on the lowest available fares, using the most direct routing up to the maximum of a full-fare economy airfare;
 - ii. the cost of meals and 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 Directive and Appendix D of the Directive; and
 - v. all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees".
- (b) purchase and transportation costs of equipment and supplies required to carry out the project;
- (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
- (d) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
- (e) bank transfer fees related to the execution of the project;
- (f) actual cost of salaries and fringe benefits for Local Support Staff;
- (g) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
- (h) field office expenses, including:
- i. actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - ii. actual and Reasonable Costs of the purchase or rental of vehicles required for the project and the operation and maintenance of

vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and

iii. actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan);

(i) actual and Reasonable Costs of training, including but not limited to tuition, student allowances, textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of the Personnel related to observation tours, studies, formal training, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);

(j) for training in Canada only, allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;

(k) actual and Reasonable Costs of the Contractor(s), who may be contracted to perform part of the Services described in the Terms of Reference, including labour and materials;

(l) any other reasonable expenses not included in the above categories, which are not considered to be Fees, overhead/indirect costs, costs for Personnel on long-term assignment and are specified in the Data Sheet; and

(m) any other reasonable expenses not included in the above categories, which are not considered to be Fees, costs for Personnel on long-term assignment, overhead/indirect costs and are required by the Bidder to carry out the project.

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

10.6 The Fees and monthly rates must be expressed as fixed annual Fees and rates (i.e. Year 1, Year 2, Year 3, etc.).

10.7 The total Fees of the Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.

10.8 If the Personnel are added during the period of the Contract, the Consultant must propose fixed annual Fees for the remaining Contract period. If DFATD accepts the proposed individual and the Fees, the fixed annual Fees becomes effective on:

(a) the Contract anniversary date; or

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

Currency

10.9 Bidders must provide the price of the Services in Canadian dollars. The resulting Contract will be awarded in Canadian dollars.

Taxes

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

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

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

***Costing
Principles***

10.13 Cost of the Contract is comprised of the total Fees, costs for Personnel on long-term assignment, and Reimbursable Expenses paid by DFATD for the provision of Services.

***11.
Proposal***

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

Evaluation

Proposals are submitted to the time the Contract is awarded, Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/or financial proposals. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.

- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that Proposals received as a result of this RFP will be evaluated by an Evaluation Team composed of representatives of Canada and may also include representatives of the Recipient Country and other external consultants. All Proposals will be treated as confidential, in accordance with paragraph 20, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.

***Mandatory
Procedural
Requirements***

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

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

was no one identified to carry out that specific element of the project. In this paragraph, “improperly completed” means:

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

**Evaluation of
Financial
Proposals**

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

**Price
Justification**

- 11.20 Bidders must provide price justifications on, and within the time indicated in DFATD’s request. Such price justification may include one or more of the following:
 - (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least 100 person-days billed in 12 consecutive months over the last 2 years; or
 - (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/indirect costs, profit and all other cost included in the proposed Fees; or
 - (c) A price breakdown of the costs for Personnel on long-term assignment and of the administrative mark-up rate; or
 - (d) Any other supporting documentation as requested by DFATD.

**12. Clarifications
of Proposals**

- 12.1 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
 - (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - (c) request, before award of any Contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities, and/or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
 - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third

parties, including any proposed resources.

- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.
- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.
- 12.4 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) correct any computational errors in the extended pricing of the Proposals by using unit pricing;
 - (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
 - (c) in case of discrepancy between word and figures, the former will prevail;
 - (d) evaluate financial proposals to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
 - (e) in case of discrepancy between level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and.
 - (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.
- 12.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions, if any, taken pursuant to paragraph 12.4. A Bidder that disagrees may withdraw its Proposal.

***Rights of DFATD
in evaluation***

**13. Conditions of
Contract Award**

- 13.1 Before award of a Contract, a Bidder must meet the conditions listed below. Upon request by DFATD, a Bidder must provide, within the timeframe stated by DFATD, documentation to support compliance. Failure to comply with DFATD’s request and meet the requirement within that timeframe will not delay the award of the Contract and may result in the Proposal being rejected.
- (a) **Financial Capability**
- In order to determine the Bidder’s financial capability to meet the project requirements, DFATD may require access to the Bidder’s financial information. If the Bidder is a consortium or joint venture, DFATD may request financial information from each Member. Such financial information may include but may not be limited to, the following:
- (i) audited financial statements, if available, or unaudited financial statements for the Bidder's last 3 fiscal years, or for the years that the Bidder has been in business if it is less than 3 years (including, as a minimum, the balance sheet, the statement of retained earnings, the income statement and any notes to the statements);
 - (ii) if the date of the above-noted financial statements is more than 3 months before the date on which DFATD requests this information, the Bidder may be required to provide interim financial statements (consisting of a balance sheet and a year-to-date income statement), as of 2 months prior to the date on which DFATD requests this information;
 - (iii) if the Bidder has not been in business for at least 1 full fiscal year, the following may be required:
 - opening balance sheet on commencement of business; and
 - interim financial statements (consisting of a balance sheet and a year-to-date income statement) as of 2 months prior to the date on which DFATD requests this information.

- (iv) a certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

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

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

(b) **Procurement Business Number**

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

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

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

(d) **Proof of Insurance**

Upon request by the Point of Contact, the Bidder must provide a letter from an insurance broker or 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.

14. Negotiations	14.1	A time limit may be imposed by DFATD to ensure that negotiations are concluded effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's Proposal will be given no further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
15. Personnel Replacement prior to Contract Award	15.1	If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals are available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agree to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-

term/permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not at a minimum achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.

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| 16. Performance Security | 16.1 To guarantee the Consultant's performance, within 28 Days of the signature of the Contract, the Consultant or any Member must provide the performance security as specified in the Data Sheet . |
| | 16.2 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation. An ISLC must be in Canadian dollars. |
| | 16.3 All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense. |
| 17. Advances | 17.1 The Data Sheet specifies whether DFATD will permit advance payments to the Consultant under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet. |
| | 17.2 Bidders are requested to indicate in their financial proposals the amount and nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award. |
| | 17.3 DFATD will not issue an advance until the Consultant provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution or, in the case of a non-Canadian Bidder, confirmed by an Approved Financial Institution and will be in place before any advance is made and remain in effect until all advances are fully liquidated. The ISLC is always for an amount equal to 100 percent of the maximum possible outstanding amount of advance payments at any given time during the execution of the Contract. |
| | 17.4 During the negotiation stage, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated in paragraph 17.3. Failure to do so by the date stipulated by DFATD, will result in the Proposal being given no further consideration. DFATD reserves the right to initiate negotiations with the next highest-ranking Bidder. |
| 18. Notification/ Debriefing of unsuccessful Bidders | 18.1 After completing negotiations and awarding the Contract to the successful Bidder, DFATD will publish the award of the Contract on the OECD/ DAC website, GETS, DFATD's website and, whenever possible, the official gazette of the Recipient Country. |
| | 18.2 Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of the Bidder's own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limiting to communication and/or transportation costs, are the responsibility of the Bidder. |
| | 18.3 Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the categories of the technical component listed in section 5, Evaluation Criteria, and the marks obtained by the successful Bidder for the financial component. Where the request involves a Bidder who is an individual, some information may qualify for protection under the <i>Privacy Act</i> . |
| 19. Commencement | 19.1 The Consultant is expected to commence provision of the Services within the |

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

INSTRUCTIONS TO BIDDERS
DATA SHEET

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

Paragraph Reference	
Definitions (q)	For the purpose of this RFP, the following positions are also included as Local Support Staff: N/A
Definitions (bb)	The Recipient Country is Benin
Definitions (dd)	The RFP Closing Date is 2014-08-14 at 14:00 hrs, Eastern Standard / Eastern Daylight Saving Time (EST/EDT) (RFP Closing Date)
1.5	<p>Bidders' Conference:</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>A Bidders' conference for all interested Bidders will be held on 2014-07-23 at DFATD, at 200 Promenade du Portage. The session will begin at 10:30, in the meeting room B7010. Participation via video/teleconference will be possible. Connection details will be provided to confirmed participants prior to the meeting. Travel and other costs in order to attend are the responsibility of the Bidders. The session will be held to answer questions on the project and/or on the RFP. Bidders who do not attend the conference will not be excluded from submitting a Proposal.</p> <p>In order to facilitate the conference, Bidders are requested to submit their questions, comments and/or a list of issues they wish to table in advance by email, in English and/or French, at the latest by 2014-07-17 to the Point of Contact, to allow sufficient time for DFATD to make logistical arrangements and prepare answers. Additional questions from the floor are allowed during the conference itself. If they affect the RFP, clarifications or changes resulting from the Bidders' conference will be included as an addendum to the RFP.</p> <p>Bidders are requested to confirm in advance their intention to attend by emailing the Point of Contact at the email address as per paragraph 1.6, at the latest by 2014-07-21. Bidders are requested to indicate their name, postal address, email address, telephone number, fax number as well as the name and the title of the Bidder's representative(s) who will attend in such email to DFATD. DFATD reserves the right to cancel the conference and inform Bidders by means of an addendum to the present RFP, if this happens.</p> <p>Site tour:</p> <p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>
1.6	<p>Visit can be arranged:</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>
1.6, 6.2, 6.4, 11.1, 12.2 et 13.1	<p>DFATD Point of Contact is:</p> <p>«Linda Ouellet» «Contracts Team Leader» Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Quebec K1A 0G4 Email: Linda.Ouellet@international.gc.ca</p>
2.3	Location of contract negotiation: Gatineau, Québec

5.1	The Proposal validity period is 180 Days after the RFP Closing Date.						
7.2	Bidder is requested to submit: <ul style="list-style-type: none">• Technical proposal: The original and 4 copies and one electronic version (in USB or CD-ROM)• Financial proposal: The original and 2 copies <p>In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.</p>						
7.8	Page size other than 8.5” X 11” or A4 is acceptable: YES___ NO <u>✓</u> ___						
7.9 (c)	Financial statements are to be included in the Proposal: YES___ NO <u>✓</u> ___						
8.2	Additional documentation is available: YES___ NO <u>✓</u> ___						
9.6	Cross-referencing is recommended: YES <u>✓</u> ___ NO___						
9.8 (a) and 11.18	Minimum number of person-days for the following positions of Personnel is: Tax Specialist and Project Leader 1,100 days IT Advisor 1,100 days Organizational and methods (OM) and RBM Advisor 660 days Human Resources Knowledge and Skill Development Advisor 880 days Project Director 550 days Senior Local Procurement Specialist 660 days						
9.9	The Bidder can propose alternative Personnel: YES___ NO <u>✓</u> ___						
10.4 (b)	The ceiling monthly rate for Personnel on long-term assignment is <u>3,965</u> CAD per month.						
10.4 (c)	Administrative mark-up : Yes: <u>✓</u> ___ No :___ The Administrative mark-up to be applied to the Sub-consultants and Contractors determined during project implementation includes : <ul style="list-style-type: none">• Overhead expenses• Profit <p>This rate will be applied as follows :</p> <table><tr><td></td><td>Application of the rate</td></tr><tr><td>Sub-consultants assigned to the project</td><td>Fees invoiced by the Sub-consultants</td></tr><tr><td>Contractors</td><td>Costs invoiced by the Contractors</td></tr></table>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						
10.5 (l)	In addition to the listed eligible Reimbursable Expenses in ITB 10.5, the Bidder is requested to provide the following expenses in FIN-1C: Integrated Tax Management System DGID Training Centre Renovation Costs						
11.3	Selection Method: Best Value adjusted for cost: The technical proposal is awarded a maximum of 800 points or 80 percent of a total possible 1,000 points and the financial proposal is awarded a maximum of 200 points or 20 percent.						

	The Bidder whose Proposal obtained the highest combined technical and financial score will be invited for negotiations unless there is less than 10 points (1% of 1,000 total evaluation points) between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.																
11.10 and 11.13	The minimum technical score required is 480 points. Only Proposals that achieve a minimum technical score are considered compliant.																
11.14	<p>The evaluated administrative mark-up cost FIN-1B will be calculated by applying the Bidder’s mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other Personnel and contractors to be determined during project implementation using the following formula:</p> <p>Administrative mark-up cost = budget set-aside \$× $\frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$</p>																
11.18 and 12.4 (d)	<p>Evaluation of financial proposals</p> <p>The total Financial proposal to be evaluated will be the sum of FIN-1A as described below, FIN-1B and FIN-1C which represents the reimbursable expenses.</p> <p>FIN-1A is the sum of the total cost of Fees and the total costs for Personnel on long-term assignment.</p> <p>i) The total cost of Fees is the sum of the sub-totals of all positions identified by DFATD</p> <p>Should the Bidder provide a level of effort higher than the minimum specified by DFATD, the total cost of Fees will be calculated by adding the sub-totals of the Bidder’s average Fees multiplied by the Bidder’s level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A.</p> <p>Should the Bidder provide a level of effort lower than the minimum specified, the total cost of Fees will be calculated by adding the sub-totals of the Bidder’s average Fees multiplied by DFATD's minimum level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A. For contracting purposes, DFATD’s minimum level of effort will be indicated in the resulting contract.</p> <p>ii) The total costs for Personnel on long-term assignment will be calculated by multiplying the average all-inclusive monthly rate by the number of months identified by DFATD plus the total cost of relocation (mobilization/demobilization). Should the bidder provide an average monthly rate higher than the ceiling amount indicated in the Datasheet under paragraph 10.4 (b):</p> <ul style="list-style-type: none">• For evaluation purposes, DFATD will use DFATD’s ceiling monthly rate to calculate FIN-1A.• For contracting purposes, the rate per year to be indicated in the resulting contract will be calculated on a pro-rata based on the ceiling rate as indicated below. <p>For example: For the purpose of the example, the ceiling rate is \$1800 and Bidder B is the winning bidder.</p> <table><tr><th>Bidder</th><th>Year 1</th><th>Year 2</th><th>Year 3</th><th>Average rate</th></tr><tr><td>Bidder B</td><td>\$2100</td><td>\$2250</td><td>\$2400</td><td>\$2250</td></tr></table> <p>Should Bidder B’s average rate exceeds the ceiling rate, DFATD will calculate the pro-rata ratio by dividing the ceiling rate by Bidder B’s average rate (up to 2 decimal numbers). The monthly rates for year 1, 2 and 3 will be prorated using the calculated ratio. For the purpose of the example, the following table shows the adjusted rates: Ratio: ceiling/average = 1800/2250 = 0.80</p> <table><tr><th>Adjusted Year 1</th><th>Adjusted Year 2</th><th>Adjusted Year 3</th></tr><tr><td>2100*0.80 = \$1680</td><td>2250*0.80 = \$1800</td><td>2400*0.80 = \$1920</td></tr></table> <p>The adjusted monthly rates will be incorporated in the resulting contract.</p>	Bidder	Year 1	Year 2	Year 3	Average rate	Bidder B	\$2100	\$2250	\$2400	\$2250	Adjusted Year 1	Adjusted Year 2	Adjusted Year 3	2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920
Bidder	Year 1	Year 2	Year 3	Average rate													
Bidder B	\$2100	\$2250	\$2400	\$2250													
Adjusted Year 1	Adjusted Year 2	Adjusted Year 3															
2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920															

	Costs related to Contractors and Personnel, other than those identified by DFATD, that may have been mentioned in the Bidder's technical proposal or included in the Bidder's financial proposal will not be taken into consideration in the financial evaluation. These costs will be determined during implementation and will not exceed the budget set-aside specified under FIN-1B.
11.15	<p>Scoring of financial proposals:</p> <p>The financial proposal with the lowest 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 200 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 200 points for its financial proposal. All other technically compliant Bidder's financial score will be calculated as follows: Bidder B's financial score = Bidder A's financial price/Bidder B's financial price X 200.</p>
11.16	The clause is applicable: YES____NO__ <u>√</u>
11.17	The maximum funding for the Contract resulting from this RFP is \$17,250,000 CAD, excluding Applicable Taxes.
13.1(c)	The Bidder is subject to security requirements: YES__ NO <u>√</u>
13.1(d)	<ol style="list-style-type: none"> Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs. <p>The insurance will include the following:</p> <ol style="list-style-type: none"> Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; Bodily Injury and Property Damage to Third Parties; Product Liability and Completed Operations; Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; Cross Liability and Separation of Insured; Employees and, if applicable, Volunteers as Additional Insured; Employer's Liability; Broad Form Property Damage; Non-Owned Automobile Liability; and 30 Days written notice of policy cancellation. <ol style="list-style-type: none"> Errors and Omissions Liability Insurance <p>If the Consultant is a Licensed Professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ol style="list-style-type: none"> 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 30 Days written notice of cancellation. <ol style="list-style-type: none"> Health Insurance <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from the Consultant's or Personnel's home country, and that they are physically capable of performing the assigned duties in that country. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> <ol style="list-style-type: none"> 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

	<p>levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; (b) Cross Liability and separation of insured, to the extent permitted by law; (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and (d) 30 Days written notice of cancellation. <p>5. War Risk Accidental Death and Dismemberment Insurance, for the Personnel working in areas considered to be war zones. A war zone is defined as the combat zone where military operations are conducted, such as Afghanistan. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
16.1	<p>The performance security is to be in the amount of 10 percent of the total contract value in the form of an Irrevocable Standby Letter of Credit (ISLC) acceptable to DFATD. The ISLC must remain valid for 6 months after the completion of the Services.</p>
17.1	<p>Advance payments may be permitted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following types of expenses are eligible for advance payment:</p> <ul style="list-style-type: none"> (a) Expenses associated with setting up a new local office in the Recipient Country; (b) Long-term leases for offices; (c) Procurement of manufactured equipment (project assets);
19.1	<p>The date for commencement of consulting and professional services is no later than 30 days after the signature of the Contract.</p>

Section 2. Technical Proposal - Standard Forms

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

Bidder’s Checklist

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

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. (ITB 4.6)	
The Proposal validity is as per the Data Sheet 5.1.	
The Proposal is submitted by mail to: <div>DFATD Bid Receiving Unit c/ o Mailroom, 1st Floor Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Quebec Canada K1A 0G4</div> or by hand to: <div>DFATD Bid Receiving Unit Department of Foreign Affairs, Trade and Development 15 Maisonnette Blvd Gatineau, Quebec Canada</div>	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Proposal is written in one of the official languages of Canada (English or French).	
The Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each Member of consortium or joint venture complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory evaluation criteria specified in section 5, Evaluation Criteria.	
No information related to the Fees, costs for Personnel on long-term assignment and Reimbursable Expenses appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.4).	
The financial proposal lists all costs associated with the provision of the Services, including Fees for Personnel, costs for Personnel on long-term assignment and Reimbursable Expenses.	

The Fees for Personnel and monthly rates are expressed as fixed annual Fees and monthly rates (i.e. Year 1, Year 2, Year 3, etc.).	
The Financial proposal is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder`s Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13).	
The Bidder complies with the conditions of Contract award stated in ITB 13.	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. *Other requirements:*

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

Proposal Presentation and Submission	✓
Has the technical proposal used the headings and numbering system detailed in section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its Proposal in the number of originals and copies indicated in the Data Sheet?	
Is the original Proposal clearly identified as “Original” on its cover?	
Is the Proposal presented on 8.5” X 11” or A4 paper (or as specified in the Data Sheet) and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date?	
If requested in the Data Sheet, have financial statements been submitted in a third sealed envelope clearly marked “Financial Statements”?	
Have the envelopes containing the technical and financial proposals, and financial statements, if applicable, been placed in an outer envelope and sealed?	
Does the outer envelope bear: - name of the Bidder; - return address of the Bidder; - submission address; - RFP reference number; - project title; and - the RFP Closing Date.	
Have the proposal withdrawal, substitution and/or modification, if any, been done as per ITB paragraph 7.12?	
Technical Proposal	

In case of a consortium or joint venture, has the Member in charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as requested in TECH-3 with the Proposal?	
Has the Bidder provided information as requested in TECH-4 according to the specified format?	
Has the Bidder completed and included all TECH-5 forms according to the specified format?	
Has the Bidder completed and included all TECH-6 forms according to the specified format?	
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	
Has the technical proposal conformed to the specified page limits as indicated in section 5, Evaluation Criteria?	
Financial Proposal	
Does the Bidder's price exclude all Applicable Taxes? Canadian Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	
Has the Bidder indicated in its financial proposal the amount and nature of advances that it will require in undertaking the Contract, if any?	
Has the Bidder provided the costs for Personnel on long-term assignment in FIN-1, if applicable?	

FORM TECH-1
Acceptance of Terms and Conditions

Guidance to Bidders:

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

The Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of the Services in relation to: *[insert project title]*

From (please print): Bidder’s Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

Eligibility Certification:

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

- (a) it is a legal entity;
- (b) it is not a government entity or government-owned enterprise in the Recipient Country.

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

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

Signature _____ Date _____

☐ Member in charge

**FORM TECH-2
CERTIFICATIONS**

Guidance to Bidders:

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

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

1. 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 it has read the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/>) and agrees to be bound by its terms.

2. ANTI-TERRORISM REQUIREMENT

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

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

3. INTERNATIONAL SANCTIONS

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

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

4. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

5. ANTI-CORRUPTION AND FRAUD

DFATD defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official during the RFP or contract execution;
- (ii) “fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the RFP, or affect contract execution;

The Bidder certifies that it and its Personnel:

- (a) have not, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices;
- (b) were not convicted during a period of three (3) years prior to the RFP Closing Date, by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption;
- (c) are not under sanction for an offence involving bribery or corruption, imposed by a governmental organization or development organization providing development assistance; and
- (d) were never convicted of an offence, other than an offence for which a pardon has been granted, under Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office) or Section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*. For Bidders outside of Canada, the Bidder also certifies that it was never convicted of similar offences in any other jurisdictions.

6. DEBARMENT

The Bidder certifies that it, its proposed Personnel or its Contractor(s) is not included in the published list(s) of entities debarred by the World Bank Group, European Bank for Reconstruction and Development, Asian Development Bank or the Inter-American Development Bank Group.

7. LOBBYIST

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

8. LANGUAGE CAPABILITY

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

9. EDUCATION AND EXPERIENCE

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

10. AVAILABILITY OF RESOURCES

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

11. CERTIFICATIONS APPLICABLE TO CANADIAN BIDDERS ONLY

11.1 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 (http://publiservice.gc.ca/services/fcp-pcf/inelig_e.htm) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

11.2 FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

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

Definitions

For the purposes of this certification,

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

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

"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.

12. CERTIFICATIONS: Recognized supplier in the specific field of integrated taxation management systems (ITMS)

The Bidder certifies that it or in the case of a consortium or joint venture, that one of the members of the consortium or joint venture is an internationally recognized supplier of information technology or a supplier specializing in the field of marketing software solutions for integrated taxation management systems (ITMS).

“Recognized supplier in a specific field” means a recognized supplier of services and applications in the field of information technology relating to integrated taxation management systems.

If the Bidder is a consortium or a joint venture, indicate the name of the member who is a recognized supplier in the specific field of integrated taxation management systems.

Name of the member: _____

FORM TECH-3
Bidder's Organization

Guidance to Bidders:

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

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

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

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

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

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

5. 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:

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

FORM TECH- 4
Bidder’s Experience

Guidance to Bidders:

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

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

FORM TECH-5
Methodology

Guidance to Bidders:

Bidders are requested to use the following TECH forms as part of their technical proposals:

TECH-5A, Technical Requirements of the ITMS;

TECH-5B, Types of taxes and duties to be treated;

FORM TECH-5A
INTEGRATED TAX MANAGEMENT SYSTEM FUNCTIONAL REQUIREMENTS (ITMS)

Guidance to Bidders:

Using Tech Form 5A, the Bidder should demonstrate their ITMS’s operational functionalities by indicating the actions the proposed TMS permits for each of the components identified below, including examples and screen extracts from the proposed TMS to support the functionalities indicated in the Form.

The following functions represent DGID's complete desired list. The limited budget of the project and the IT and institutional diagnosis to be made by the winning bidder during the inception mission, will dictate the gradual implementation of the integrated software, the number of features that can be operationalized and the sequence of their implementation.

- 5.1 Taxpayer Registration**
- 5.2 Processing of Returns**
- 5.3. Processing of Payments**
- 5.4. Monitoring of filers and non-filers**
- 5.5. Taxpayer Accounting**
- 5.6 Online self-service**
- 5.7 Security**
- 5.8 Impact Simulation**
- 5.9 Data Sharing/Exchange**
- 5.10 Assessment of Risks of Non-compliance**
- 5.11 Compliance Audit**
- 5.12 Case Management / Appeals**
- 5.13 Information and statistics management**
- 5.14. Records Management**
- 5.15 Internal Auditing**
- 5.16 Property Information System (PIS)**
- 5.17 Flexibility**

Bidder should indicate the actions that their ITMS allows to be accomplished by completing the operational features list below.

Points will be awarded based on the score identified in the table below for a total of 102 points. The information (examples and screen extracts) provided with this TECH will be used to score the evaluation criterion [5.1].

	Feature	YES	NO
5.1	Taxpayer Registration (1 point per activity allowed)		
The ITMS allows:	register taxpayers by recording their personal identification details (name and address for individuals, or the status of the company and the industry classification code for companies)		
	create accounts by tax type		
	establish relationships with taxpayers		
	monitor relationships between taxpayers (family members or managers or shareholders of a company)		
	generate a unique tax identification number (UTIN) for all taxpayers		
The ITMS is:	compatible with the existing registration system developed at DGID (running on ORACLE)		
The ITMS allows:	That the UTIN can allow all transactions in a taxpayer’s account (personal or corporate) to be linked for all types of taxes		
	That the UTIN is available as a search key in all functions and system components		
5.2	Processing of Returns (1 point per activity allowed)		
The ITMS allows:	receipt of returns by DGID officers		
	Identify duplicate returns		
	Add and update notes on taxpayer’s account		
	reverse, transfer, withhold or release returns		
	Identify exceptions		
	Carry out audits		
	Track adjustments		
	compare and offset returns across tax types		
	update taxpayer accounts and the general ledger based on finalized assessments		
	link the taxpayer’s UTIN to general and special tax return logs/files		
	manage waivers under Beninese law		
5.3	Processing of Payments (1 point per activity allowed)		
The ITMS allows:	tax administrations to process cash payments		
	Issue receipts		
	Track payments		
	cancel and replace revenues		
	process non-cash payments		
	identify payments for which a collection action has been carried out		
	process other types of revenues, such as interdepartmental transfers (customs, passports, licences)		
5.4	Monitoring of filers and non-filers (1 point per activity allowed)		
The ITMS allows:	Tax agencies to monitor compliance times		
	regularly inspect taxpayer accounts		
	identify cases of non-filing		
	generate reminder letters for taxpayers who do not file their returns on time		
	cross-reference with the group of taxpayers who have filed late		
	audit taxpayers with major discrepancies between revenues and returns		
	estimate the potential debt of late filers/non-filers and accounts with major discrepancies in the information contained in returns, such as income, and generate notices		
	generate reports on the assets of the two main groups of taxpayers (personal and corporate)		

	Feature	YES	NO
5.5	Taxpayer Accounting (1 point per activity allowed)		
The ITMS allows:	support a standard DGID account for taxpayers. This account must include all liabilities and assets and be able to link each payment to the corresponding amount owing, for all taxes		
	to view activity by period and frequency		
	view amounts owing, payments and abatements		
	adjust history, perform ongoing case audits		
	offset debits and credits		
	users to adjust payments, record balances		
	accrue and waive interest and penalties		
	carry forward payments		
	manage payment plans and refunds		
	create, view, update and send payment notices		
	offset and deduct taxpayer liability		
	generate offset and/or refund forms		
	reject an offset or refund, on paper and on-screen		
5.6	Online self-service (1 point per activity allowed)		
The ITMS allows, through a website or a portal:	taxpayers to create and update their identification data		
	file returns		
	view accounts and search for information		
	intermediaries, such as tax advisors and accountants, to perform these transactions for their customers		
5.7	Security (1 point per activity allowed)		
The ITMS allows:	authenticate, authorize and manage users		
	encrypt and encode transactions (such as online filing)		
	the ability to check which users have accessed or changed taxpayer account data		
	The segregation/separation of duties to reduce the potential for fraud and the creation of user profiles that allow fraud (such as creating an account and issuing a refund without approval)		
5.8	Impact Simulation (2 points per activity allowed)		
The ITMS allows:	to guide DGID decision makers on the impact of taxation policy changes		
	to better guide DGID policy makers on revenue collection		
	to better guide DGID policy makers on certain socio-economic groups among individuals and businesses		
5.9	Data sharing/exchange (2 points per activity allowed)		
The ITMS allows DGID to:	provide the Ministry of the Economy and Finance (MEF) with a regular excerpt of its financial activities (payments, returns, accounting and refunds) distributed by taxpayer account, tax type and taxation period		
	the establishment of a corresponding reconciliation log by tax type and taxation period		
	create exchange platforms with the Directorate General of Customs and Indirect Duties (DGDDI), the Directorate General of the Treasury, the Directorate General of the Budget, and eventually with municipalities, to make it easier to audit information gathered by the DGID at source and thus improve the integrity of data gathered concerning tax revenues		
5.10	Assessment of Risks of Non-compliance (1 point per activity allowed)		
The ITMS allows:	the functional audit program to receive and analyze internal and external data, to identify risk criteria for assessment purposes		

	Feature	YES	NO
The ITMS comprises:	a multi-criterion tool to select files for tax audits		
The ITMS allows:	that the risk criteria be applied to the various returns to identify taxpayers at risk for non-compliance		
	that a risk score be assigned to taxpayers and used to support the selection of audit cases		
	a complexity related score is assigned to a taxpayer or group of taxpayers returns so as to allocate adequate audit resources		
	that the audit workload be assigned to a tax office so that it can manage the process of selection and assignment to an auditor		
5.11	Compliance Audit (1 point per activity allowed)		
The ITMS allows:	the appropriate audit officer to access the case inbox to identify audit cases entrusted to him		
	the audit officer to examine tax return forms		
	the audit officer to search for relationships with other related taxpayers, and determine/validate whether these taxpayers have also submitted other types of returns to the DGID		
	the audit officer to select, from a list of taxpayers' returns and annexes, data to be imported to various worksheets		
5.12	Case Management/Appeals (1 point per activity allowed)		
The ITMS allows:	tax administrations to manage the appeal cycle, which includes creating and processing a case and automatically assigning it to the responsible processing unit		
	recording DGID officers' appeal activities and required response time		
	recording all recourse decisions communicated to the taxpayer in writing		
	providing information on the appeal function's performance		
	reporting on appeal activities		
5.13	Information and statistics management (1 point per activity allowed)		
The ITMS allows:	the tax administration (DGID) to report on tax management performance by type, geographic area, economic activity and tax office, to support the decision-making process at all management levels		
	to gather statistical information on tax management activities		
	to assess administrative effectiveness based on performance indicators		
5.14	Archives management (1 point per activity allowed)		
The ITMS allows:	to assign a unique number to each saved document		
	to keep an index of saved documents and their location		
	to keep information concerning the flow of documents taken out of archives		
	to support the electronic archiving of documents		
	to retrieve the contents of documents		
	to store information on the archiving periods of various types of documents		
	to produce regular electronic and paper reports on documents sent to the Government's permanent archives; and destroy documents		
5.15	Internal Audit (2 points per activity allowed)		
The ITMS allows:	auditing officers to generate screens or reports on ITMS use by DGID employees (e.g. number of searches, files accessed and so on)		
5.16	Property Information System (PIS) (2 points per activity allowed)		
The ITMS	to upgrade knowledge, management and enhancement of Beninese		

	Feature	YES	NO
allows:	lands		
	to establish a link between the DGID’s central directorate, which is responsible for recording/registering land deeds, and departmental directorates, which are responsible for collecting property taxes		
5.17	Flexibility (2 points per activity allowed)		
The ITMS allows:	a manual alternative for all functions, so non-computerized sites can operate offline		
	for business resumption in the event of a disaster (such as a power outage)		

FORM TECH-5B
Tax Types to be Processed

Guidance to Bidders:

Using Tech Form 5B, Tax Types to be Processed by the ITMS, the Bidder should identify the tax types that his ITMS is configured to process by checking yes or no. (2 points per yes checked, up to 26 points)

The information provided under this TECH will be used to score the evaluation criterion [5.2].

Tax Types to be Processed

Tax Types	YES	NO
VAT, sales tax and other indirect taxes		
Corporate tax		
Income tax		
Salary deductions		
Tax on alcohol		
Tax on pre-owned vehicles		
Tax on financial activities		
Tax on income from capital movable assets		
Tax withheld at source		
Driver’s licences and vehicle registration		
Stamp tax		
Patents, permits and licences		
Property tax		

FORM TECH- 6
PERSONNEL

FORM TECH-6A
CURRICULUM VITAE FOR PROPOSED PERSONNEL

<i>Proposed position</i>	
<i>Name and citizenship</i>	
<i>Education (degrees received and pertinent dates)</i>	
<i>Present employer and position (if applicable)</i>	
<i>Length of service with current employer and status (permanent, temporary, contract employee, associate, etc.)</i>	
<i>Is/ Will the proposed candidate be a Former Public Servant in receipt of a government pension and/or the beneficiary of a buy-out lump sum payment? If yes, provide details. Does/ will the proposed candidate comply with the provisions of the Conflict of Interest provisions contained in TECH-2?</i>	
<i>Language(s) spoken, read and written, and degree of proficiency in each category The following Web site describes the language proficiency levels: http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng</i>	
<i>Pertinent experience: A summary of the skills and experience in accordance with the rated criteria detailed under the Proposed Personnel, in section 5</i>	
<i>A history of employment and assignments, including dates and duration (in number of days) (in reverse chronological order and taking into account the definition of "one year" in Section 5, Evaluation Criteria)</i>	
<i>Working experience in developing countries including countries, formerly known as countries in transition</i>	
<i>List of publications/ presentations, if applicable</i>	
<i>Membership in Associations</i>	
<i>References (name, title, phone and email)</i>	

FORM TECH- 6B
COMMITMENT TO PARTICIPATE IN THE PROJECT

Guidance to Bidders:

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

1 REFERENCE

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

2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

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

3 DECLARATION OF INDIVIDUAL

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

Section 3. Financial Proposal - Standard Forms

FORM FIN-1
TOTAL COST

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

FORM FIN-1A
COST OF PERSONNEL

Guidance to Bidders:
The Bidder must provide a firm all-inclusive daily Fee for each year and an estimated level of effort (LOE) for all positions of the Personnel identified by DFATD in the RFP.

Fees for Personnel Positions Identified by DFATD												
Personnel Resource Name	Personnel Position	Firm all-inclusive Daily Fees								Minimal LOE Established by DFATD (person-days)	(LOE) Estimated by the Bidder (person-days)	Sub-Total Estimated Cost= Average of (y1 to y8) x LOE
		\$										
		Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8			
	Tax Specialist and Project Leader									1,100 days		
	IT Advisor									1,100 days		
	Organization and Methods (OM) and Results-Based Management (RBM) Advisor									660 days		
	Human Resources Knowledge and Skill Development Advisor									880 days		

	Project Director									550 days		
	Senior Local Procurement Specialist									660 days		
Total cost for FIN-1A (exclusive of any taxes)											\$	

Costs for Personnel on long-term assignment

Guidance to Bidders:

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

Monthly rate (housing, basic utilities, other expenses)											
Personnel Resource Name	Personnel Position	Firm all-inclusive monthly rate								Number of months	Sub-total Cost=average of yr1-5 x Total number of months
		Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8		
	Tax Specialist and Project Leader									56	
	IT Advisor									56	
SUBTOTAL-2 (exclusive of any taxes) – Total (housing, basic utilities, other expenses)											\$
Ceiling for the Monthly rate \$3,965											\$

Cost of relocation				
Personnel Resource Name	Personnel Position	Mobilization (from home country to recipient country)	Demobilization (from recipient country to home country)	Sub-Total (mobilization + demobilization)
	Tax Specialist and Project Leader			
	IT Advisor			
SUBTOTAL – 3 (exclusive of taxes) – Total Cost of Relocation				\$

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

FORM FIN-1B

ADMINISTRATIVE MARK-UP COST OF ADDITIONAL SUB-CONSULTANTS AND CONTRACTORS

Guidance to Bidders:

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

Administrative mark-up rate	_____ %
<div>Evaluated administrative mark-up cost</div> <div>$X \text{ million} \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$</div>	FIN-1B = \$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	Will not exceed \$3,968,845, including the administrative mark-up.

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

For example, see the table below:

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

FORM FIN-1C

COST OF REIMBURSABLE EXPENSES

Guidance to Bidders:

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

Indicative Reimbursable Expenses				
#	Description	Units	\$, Per Unit	Sub-total, \$
a)	Travel expenses:			
	Transportation			
	Meals, incidentals and private vehicle			
	Visa/work permits costs			
	Accommodation			
	Other			
b)	Equipment purchase and transportation costs			
c)	Communication Costs			
d)	Translation and reproduction costs			
e)	Bank transfer fees			
f)	Local Support Staff			
g)	Expenses of counterpart personnel			
h)	Field Office Expenses			
	Vehicles			
	Other			
i)	Training Expenses -			
	Textbooks and Manuals			
	Presentation equipment and supplies			
j)	Integrated Tax Management System (ITMS)			
k)	Renovation cost of the DGID training Centre			\$925,385
	Grand Total			

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

Section 4. Terms of Reference

Annex A – Project Description

1. Project Background

1.1 Socio-economic Environment

Benin had a population of approximately 9.9 million in 2013 and an annual economic growth rate of 5.4% in 2012. It is one of the world's poorest countries, ranking 166th out of 187 countries on the 2012 Human Development Index (HDI¹), with a value of 0.436, and 161st out of 182 countries on the Gender-related Development Index (GDI).² Approximately 36.2% of the population lives on less than US\$1.25 a day. Despite this, Benin is a stable liberal democracy. Among other things, in 2006, it conducted the transparent, peaceful election of a new President, Yayi Boni, an independent candidate and former President of the West African Development Bank, who was re-elected in 2011.

Benin holds a strategic economic position in the West Africa sub-region because of its location on the shore of the Gulf of Guinea. Benin provides ongoing access to the sea for land-locked countries, but remains very dependent on its re-export activities, particularly to Nigeria. While it manages to earn foreign currency by exporting cotton, it remains vulnerable with regard to food security. In fact, cotton producers are being hard hit by variations in global prices. To offset the food crisis, the Government implemented an emergency food security support program in 2008.

Benin has some significant assets. The country can rely on a population with a recognized spirit of initiative and a well-educated elite. Moreover, some of the Millennium Development Goals (MDGs) are achievable, including targets related to universal primary education, gender equality and combating communicable diseases such as HIV/AIDS and malaria. The 74.4% gross enrolment ratio in 2011 was exceptionally high compared with other West African countries, and the 51.4% rate of use of health services in 2012 exceeded targets established in connection with the MDGs.

1.2 Taxation Environment

According to the Doing Business 2014 report,³ Benin ranks 174th out of 189 countries worldwide for tax contributions by entrepreneurs. By comparison, its neighbour Burkina Faso ranks 154th. Benin thus has the potential to increase corporate tax revenue without increasing taxation rates.

Another tax management performance indicator is the number of annual instalments businesses must make to pay their taxes. Entrepreneurs in Benin average about three times more annual instalments than the countries of the Organisation for Economic Co-operation and Development (OECD), and 50% more annual instalments than other Sub-Saharan African countries. This can be explained by the number of institutions involved in tax management and by processes that are not always harmonized. This also results in significantly longer average amounts of time needed to pay taxes (preparation, payment and filing). On average, Beninese entrepreneurs also spend a smaller portion of their profits on taxes than their counterparts in the region's other countries.

In Benin, 80% of properties are not registered, which correspondingly limits the potential for taxing property and using it as collateral for bank loans for productive investments. The *Loi sur la propriété foncière* [law respecting land ownership] does not make it possible to improve property tax management because of weaknesses in existing systems and the absence of assessment rolls. The Government of Benin is currently working on reforming the land market with the assistance of American cooperation.

Taxes account for the bulk of budget revenues in Benin (around 90% in 2012). The rest comes from government property revenues and official development assistance. Over half of tax revenues are generated by international trade taxes (mainly customs duties), collected by the *Direction générale des douanes et des droits indirects* [Directorate General of Customs and Indirect Duties] (DGDDI) of the *Ministère de l'Économie et des Finances* [Ministry of the Economy and Finance] (MEF). The DGDDI is responsible for collecting duties and taxes on all goods imported, exported, and transiting through Benin. These revenues are expected to decrease over the next few years as free trade agreements are put in place.

¹ Statistical index that assesses human development based on three criteria: life expectancy, level of education and standard of living

² Indicator closely linked to the HDI, which takes into account inequalities between women and men

³ Doing Business Report, 2014, World Bank

The tax transition program of the West African Economic and Monetary Union (WAEMU),⁴ of which Benin is a member country, aims to increase internal revenues as a proportion of tax revenues and to reduce the proportion of customs duties. Economic partnership agreements (EPAs) with the European Union will also result in lower harbour dues (customs) and freer trade with Europe. There is a need to rethink government tax revenues. This project meets this challenge by helping the Government of Benin to focus on internal taxation to make up for the decline in customs duties.

The MEF's Directorate General of Taxation and Lands (DGID) is responsible for internal taxes; its jurisdiction extends to all direct and indirect taxation matters, registration fees, government property management, ownerless property and land organization. To this end, the DGID is responsible for determining the tax base, collecting taxes prescribed by the tax code, conducting tax audits and ensuring preservation of mortgages and land rights. The project wishes to strengthen the Directorate to assist Benin in its transition from a tax structure that focuses on customs duties to one that focuses on internal revenue.

In 2011, aware of the DGID's importance, the Government of Benin adopted the *Plan d'orientation stratégique de l'administration fiscale* (POSAF) [tax administration strategic plan], which aims to make the DGID the first sustainable source of public funding by 2017. According to Benin's tax administration, DGID-generated internal revenues performed relatively well from 2000 to 2012, increasing from 100 to 301 billion CFA francs (CFAF), basically through income tax as well as goods and services tax.

1.3 Linkage with the Strategies of Benin and DFATD

The Government of Benin's 2011–2015 Growth and Poverty Reduction Strategy Paper (GPRSP3) consists of five strategic focuses consistent with the MDGs. These focuses are accelerated economic growth, infrastructure development, human capital building, the promotion of good governance, and balanced, sustainable development. The accelerated economic growth focus particularly emphasizes business development to revitalize the private sector. Among other things, this strategy calls for scaled-up efforts to adopt and implement taxation for development purposes, to promote small and medium-sized enterprises, to improve the business climate, and to pursue and finalize structural reforms.

Through GPRSP3, the Government of Benin acknowledges that the Beninese tax system should meet the conditions needed to facilitate business development. That is why the Government has supported studies recommending the implementation of reforms aimed at expanding the tax base, especially in the informal sector, reducing exemptions to make taxes fair, simplifying the tax structure, streamlining tax procedures, modernizing tax administration, and building capacity.

The Government of Benin has developed a 2009–2013 action plan to improve public-sector financial management, which is being implemented with the support of a few technical and financial partners. This plan has several components, including revenue collection (duties, taxes, lands), internal and external controls, training and the electronic information management system. The *Unité de Gestion de la Réforme* [Reform Management Unit] (UGR)⁵ coordinates the implementation and monitoring of this plan under MEF supervision. This project forms part of the action plan.

Among other things, DFATD's Sustainable Economic Growth Strategy seeks to help establish a stable foundation that favours the sustainability and success of business and industry, and to help increase public resources that can then be invested for the public good. To promote the establishment of a stable economic foundation, DFATD focuses on building local, regional and national economic and public-sector financial management institutions and capacities. The 2009–2014 DFATD-Benin bilateral program strategy targets sustainable economic growth and aims to continue its support for public reform. This will help to modernize public administration and promote the emergence of an environment conducive to Benin's economic growth. Moreover, DFATD is helping to reorganize the microfinance sector and to improve monitoring of microfinance institutions, so that young entrepreneurs can benefit from financial services to start up small businesses that create jobs.

⁴ Treaty among Benin, Burkina Faso, Côte d'Ivoire, Guinea-Bissau, Mali, Niger, Senegal, and Togo. It is ultimately designed to foster a harmonized, integrated economic area and the free movement of people and capital.

⁵ Unit within the MEF with a mandate to coordinate Benin's action plan (2009–2013) to improve public-sector financial management. The DGID support project forms part of this plan. Among other things, the UGR is responsible for the Government of Benin / Partners Technical Committee, which is a forum for coordination and dialogue.

The PAARIB will help build the DGID's capacity, as well as Benin's capacity to manage the economy and public-sector financial management. It thus ranks among the stated priorities of the Government of Benin and DFATD.

2. Current Situation

2.1 Current status of the Directorate General of Taxation and Lands (DGID)

The DGID is made up of seven central directorates, four national technical directorates and seven territorial technical directorates. Its staff of 930 employees (726 permanent officers and 204 contractors) includes 286 women and 644 men.

The project feasibility study showed that the DGID has various computer systems that are not integrated. Some systems belong to private providers that hold the source code for modifying the software. This occasionally causes conflicts in updating systems. These systems have trouble interfacing with those of other tax administrations, including Customs and the Treasury, which is a major obstacle in modernizing the DGID.

The main computer system, with seven modules, manages the tax base and tax collection. The "taxpayer management" module is used to track taxpayer history through a database. The "revenues" and "tax base" modules include numerous functions, some of which are not being used. Furthermore, current taxpayer database management procedures are potentially risky in terms of data reliability because of the high percentage of duplicates.

The DGID's computers are networked in the DGID's central directorate. However, the regional directorates, such as the DGID's six *Directions départementales d'impôts* [departmental tax directorates] (DDI), are not networked with the central directorate. Moreover, because Internet connections in Benin are often of uneven quality, the DGID's Internet-based network (virtual private network) is congested and unreliable.

Several policy development issues need to be clarified, such as establishing tax thresholds consistent with the size of targeted businesses, and improving tax audit programming.

Staff must be prepared to meet new challenges as a result of modernizing the DGID (better identification of the tax base, better tax management and collection, and so on). For instance, there is no tax policy unit equipped with impact simulation tools for staff currently working on tax policy development. In addition, property tax management and collection is divided among several directorates and units.

The DGID's female employees enjoy a relatively acceptable administrative status. Female officers are subject to the same working conditions as their male counterparts. However, the Beninese public service and the DGID lack targets that could influence decision-making in terms of women's access to positions of responsibility. Women hold 33% of executive positions. This percentage is nevertheless higher than the average for MEF employees. It should be noted that a woman manages the DGID.

2.2 The DGID's Main Challenges

The West African Economic and Monetary Union (WAEMU) zone has agreed to and implemented terms and conditions that have led to streamlining and a significant decline in nominal rates of customs duties and the freer trade within communities. This decline in customs revenues must be offset by a major increase in internal tax revenues to enable the Government of Benin not only to maintain its programs, but also to improve them for the most vulnerable.

The DGID cannot achieve this without completely reorganizing its services. Among other things, it must:

- build its capacities and expertise as an organization;
- make taxpayers and businesses aware of the relevance of its mandate;
- improve programming and the effectiveness of its control functions;
- modernize the property tax system to show its full potential.

However, there is a fundamental condition for strengthening the DGID's effectiveness in increasing internal tax revenues: the implementation of an integrated tax management system (ITMS).

2.3 ITMS Functions and Types of Taxes

The DGID needs an ITMS that comprises a set of integrated modules to automate the administration of taxes and patents. The system must be configured so it can be adapted to the needs of a developing country such as Benin, which seeks to increase its control over government revenues by acquiring automated systems. **See Appendix B – Consultant’s Mandate for details on ITMS functions.**

Types of Taxes to Be Processed

- Value Added Tax (VAT), sales tax and other indirect taxes
- Corporate tax
- Income tax
- Salary deductions
- Tax on alcohol
- Tax on pre-owned vehicles
- Tax on financial activities
- Tax on income from portfolio or movable capital
- Tax withheld at source
- Driver’s licences and vehicle registration
- Stamp tax
- Patents, permits and licences
- Property tax

2.4 Lessons Learned from Similar Projects

This project is based on the accumulated experience and lessons learned from several tax administration reform projects in countries that faced the same challenge, namely the transition from customs duty-dependent taxation to internal taxation. Tax revenues can be increased in two ways: by expanding the tax base or by increasing the effectiveness of tax collection. Experience has shown that priority should be given to improving tax collection and thus modernizing tax administration, while working to improve taxation.

The current project has incorporated lessons learned from these past projects.

- It is better to give priority to modernizing tax administration, even in the context of an imperfect tax system, rather than tax reform. A perfect tax system will not produce good results if tax administrators are unmotivated, poorly trained or poorly equipped. Giving priority to modernizing tax administration will then make reforms easier to implement.
- Implementing an ITMS means more than procuring computers. There must be a staff training plan, a reorganization of duties and a change in the culture of organizations responsible for tax collection. In keeping with this lesson, this project will include an integrated response that encompasses all these dimensions of management consulting in implementing the ITMS.
- In an area as sensitive as tax administration, an institutional capacity building project takes time and a good communication plan, in both the public sector and civil society (taxpayers, businesses and so on).

3. **Expected Results of the Project**

Once the project is completed, the DGID is expected to perform its taxation policy advisory role more effectively, and to perform better in implementing tax policy and collecting taxes. Together, these intermediate outcomes will contribute to **the following ultimate outcome: an improved economic situation, especially among the poor, women and youth, through a fairer and better adjusted tax system, and more substantial government programs.** These programs will be funded by increased internal tax revenues. The project will result in fiscal space that should enable the Government of Benin to develop social programs and create jobs that will help the poor to improve their economic situation.

To achieve these outcomes of building the capacity of the DGID (and other MEF taxation units), the project will be implemented in an integrated manner, that is, by working on a number of mutually complementary aspects. Two major areas / areas of intervention have generally been identified, corresponding to **the two intermediate outcomes: 1) The DGID performs its taxation policy advisory role more effectively, and 2) the DGID performs better in implementing taxation policy and collecting taxes.**

These areas are part of the immediate outcomes, as illustrated below, and of the project logic model.

1100 The DGID performs its taxation policy advisory role more effectively.

The first intermediate outcome stems from the following immediate outcome:

1110 The DGID builds its capacity to identify taxation potential and taxation-related economic, social, gender equality and environmental issues.

Here are the outputs for this component and how they will help to achieve the immediate outcome:

- **1111 – A taxation policy unit, equipped with an impact simulation tool, is up and running:** This will give decision makers better guidelines on the impact of changes that can be made to the tax system in terms of revenue collection and socio-economic impact on individuals and businesses.
- **1112 – A property information system (PIS) is selected, which (among other things) should make it possible to streamline property tax:** This component will ultimately lead to better property tax collection, as well as better identification and management of government property.
- **1113 – The DGID can identify taxation issues with economic, social, environmental and gender equality dimensions:** Thanks to better knowledge of gender equality and environmental issues, taxation policy reflects gender equality and is in line with sustainable development.

The following key activities will make it possible to achieve the above three outputs: establishing a taxation policy unit (team) dedicated to the task and equipped with a taxation policy impact simulation tool; selecting a property information system (PIS), applied throughout Benin; and better identifying issues related to gender equality and sound environmental management.

1200 The DGID performs better in implementing taxation policy and collecting taxes.

This second intermediate outcome stems from four immediate outcomes:

- 1210 The DGID builds its capacity through a strengthened information management system.**
- 1220 The DGID's employees build their expertise and effectiveness in all of their duties.**
- 1230 The DGID's work structure and methods are more effective and sensitive to gender equality issues.**
- 1240 Beninese taxpayers are more receptive to their responsibilities as taxpayers.**

This second area is subdivided into four components related to tax information management, staff tax management and collection abilities and skills, work structures and methods, and internal and public communication. The information management system component (200) is the key to success in this area. This involves implementing a new integrated tax management system (ITMS).

1210 The DGID builds its capacity through a strengthened information management system.

The following outputs relate to this component:

- **1211 – The ITMS is up and running:** This new automated management system will make tax collection and data analysis more efficient, transparent and reliable.
- **1212 – A unique tax identification number (UTIN) is included in all Beninese tax mechanisms:** The UTIN will help to cross-reference taxpayer information. This will help reduce tax fraud and produce better income tax returns from taxpayers involved in various activities.
- **1213 – Offices have been equipped for information systems:** Properly equipped, air-conditioned offices will ensure the sustainability of computer systems.

The following key activities are to be implemented to achieve these outputs:

- adapting the ITMS to the Beninese tax environment, organizing data migration or generation from current systems, and harmonizing interfaces with various computer systems in other MEF administrations;
- including the UTIN in all Beninese mechanisms, harmonizing it with the registration system developed in the DGID on the Oracle platform, and generating UTINs;
- renovating offices to house computer equipment needed to operate the new ITMS.

1220 The DGID's employees build their expertise and effectiveness in all of their duties.

The following outputs relate to this component:

- **1221 – The DGID’s human resources (and some MEF mechanisms involved in the project) know how to use the ITMS, computer system management, desktop applications, results-based management and human resources management, including gender equality issues:** Targeted, specific training of officers will contribute to the use of more effective work methods.
- **1222 – Career plans are developed and incentive plans⁶ are modernized:** These measures will foster staff retention and motivation.
- **1223 – CFPI⁷ offices are fit-up, equipment is procured, and training modules are developed:** This will better help the CFPI to meet the needs of DGID staff, especially with respect to training.

The following key activities will make it possible to achieve these outputs: developing training modules suited to the new procedures and equipping the CFPI to do its work; providing training, on a priority basis, for managers in results-based management and for computer specialists on the new ITMS; developing career plans suited to the specific situations of women and men; evaluating the current incentive plan and adapting it to modern, automated taxation.

1230 The DGID’s work structure and methods are more effective and sensitive to gender equality issues.

The following outputs relate to this component:

- **1231 – The DGID is restructured, and work descriptions are redefined:** This will ensure that the DGID’s organization structure is better suited to the new information management system.
- **1232 – Internal procedures are changed (including identification of a multi-criterion tool to select and manage files for tax audits) and adapted to the new computer environment:** Internal procedures will be adapted to the new, more transparent and effective integrated data management system.
- **1233 – A gender strategy is developed and implemented:** This will make it easier to identify gender equality issues and to incorporate them in the DGID’s management standards.

The following key activities will make it possible to achieve these outputs: establishing an organization structure that meets the needs of the new DGID; restructuring positions and duties on the basis of the new structure; evaluating and redefining procedures (as needed); providing the DGID with a multi-criterion tool to select files for tax audits; and defining or adapting tools for an integrated approach to gender equality in all DGID activities.

1240 Beninese taxpayers are more receptive to their responsibilities as taxpayers.

The following outputs relate to this component:

- **1241 – The DGID adopts a client-service approach:** This will ensure that the DGID’s human resources can respond more quickly and simply to taxpayer requests.
- **1242 – A public awareness strategy is developed and implemented:** This will help make taxpayers aware of their role as taxpayers.

The following key activities will make it possible to achieve these outputs: training DGID staff to use the new work environment more effectively to improve their client service; consulting with various target groups (large, medium and small businesses, individuals, and so on); preparing an awareness strategy adapted to the various target groups; and incorporating the strategy in the DGID work plan and implementing it throughout Benin.

4. Project Organization / Governance

4.1 Intended Recipients

The project’s main recipient will be the DGID and its staff, who will be better prepared to fulfill their mandate. The DGID consists of various central and departmental structures. The project will also affect other units in the Ministry of the Economy and Finance (MEF), especially the Directorate General of Customs and Indirect Taxes (DGDDI) and the Directorate General of Treasury and Public Accounting (DGTCP).

Taxpayers and businesses will also directly benefit from the project through greater professionalism on the part of DGID staff, fairer tax policies and greater transparency in managing their files.

⁶ Performance incentive program

⁷ *Centre de Formation Professionnelle des Impôts* [tax professional training centre]

Indirectly, the DGID support project will increase tax revenues. This is a prerequisite for the delivery of better social services that will help to reduce poverty.

4.2 Coordination with Other Technical and Financial Partners

The Canadian project will adopt an approach that seeks to achieve harmonization and synergy. A group of European partners (Germany, Belgium, the Netherlands and the European Commission) has developed a “joint project” to fund components of Benin’s action plan to improve public-sector financial management. The US Millennium Challenge Account is working with the DGID’s Directorate of Land, Registration and Stamp Duty (DDET) to support the design of an automated land registration management system.

In addition, the DGID has received funding from Germany (KFW) to develop an automated registration system that will assign a unique taxation identification number (UTIN) to each Beninese taxpayer, using the Oracle platform, with which the integrated taxation management system (ITMS) must be compatible.

The Canadian project will coordinate its activities to avoid overlap with other initiatives already in place. The African Development Bank (AfDB) is planning a project to support public-sector financial management and to improve the business environment. Through this project, among other things, the AfDB intends to support the Reform Management Unit (UGR), which is responsible for coordinating the action plan to improve public-sector financial management.

4.3 Roles and Responsibilities of the Various Stakeholders

DFATD’s role is to manage Canada’s contribution. Its responsibilities are shared by Headquarters and its representatives in the Co-operation Section at the Canadian Embassy in Burkina Faso.

DFATD (Headquarters)

DFATD Headquarters has the following specific responsibilities:

- Establishing monitoring/evaluation mandates, selecting and recruiting a monitoring/evaluation officer or officers, and negotiating, managing and monitoring their contracts
- Negotiating and administering the contract of the Consultant selected to implement and deliver the project’s expected results
- Making the necessary funds available to the Consultant to implement the project in keeping with the terms and conditions of the contract and the Memorandum of Understanding
- Tracking the project financially
- Reviewing technical and financial reports
- Identifying and taking action to correct variances in achieving expected results and applying the project implementation plan (PIP)
- Participating in meetings of the project’s bilateral steering committee, which will be held in Benin

The Co-operation Section at the Canadian Embassy in Burkina Faso

The Canadian Embassy in Burkina Faso is the official channel of communication between the Government of Canada and the Government of Benin for all matters related to Canadian and Beninese participation in the project. The Embassy must cooperate in the smooth operation of the project and assist DFATD Headquarters in project monitoring. To this end, the Embassy has the following specific responsibilities:

- Negotiating the memorandum of understanding on DFATD’s behalf
- Ensuring that the Program Support Unit (PSU) in Benin closely monitors project implementation
- Participating in the project’s bilateral steering committee meetings as co-director;
- Participating in meetings of the technical and financial partners (TFPs) to contribute to policy dialogue
- Liaising with the Beninese authorities concerned, such as DGID supervisory authorities, to ensure a constructive work dynamic between the parties and resolve any problems in implementing the project

Program Support Unit in Benin

A locally recruited advisor will be responsible for closely monitoring the project’s implementation. This person will work closely with the Canadian monitor/advisor, recruited from DFATD Headquarters, who will be assigned to Benin for the first two

years of the project. The Canadian monitor/advisor will then conduct ad hoc missions from Canada. The PSU will have the following key responsibilities:

- Contracting or retaining the locally recruited advisor, and providing this advisor and the monitor/advisor (recruited in Canada) with basic logistics (office space, technical support, and so on). The two advisors will periodically produce monitoring reports and send them to the parties specified in their mandates.
- Participating, as an observer, at meetings of the project's bilateral steering committee
- In the absence of a DFATD representative, taking part in TFP meetings to contribute to policy dialogue
- Monitoring the integration of cross-cutting themes (the environment, gender equality and governance)

Directorate General of Taxation and Lands (DGID)

The DGID is the main recipient of the project and will be a key partner in achieving the project's results. Its senior officials must thus show leadership and keep Directorate General staff informed to ensure their buy-in. A strategic communication plan will be implemented from the outset of the project and distributed to all employees. The DGID must:

- Provide key Consultant staff on site with a physical work environment (offices, office equipment, and so on), so the project can be implemented under suitable conditions
- Honour its commitments by acquiring the recurring resources needed to carry out the project
- Contribute and participate in the development of the PIP and the annual work plan
- Update the three-year strategic plan on an annual basis
- Actively participate in meetings of the project's bilateral steering committee
- Under the coordination and responsibility of the Consultant, participate in the development of contract processes, including the opening of bids, to procure goods and services acquired in Benin for the project
- Participate with DFATD in the consultant selection process

Government of Benin Reform Management Unit (UGR)

This MEF unit is responsible for coordinating the action plan to improve public-sector financial management. For the purposes of this project, it has the following principal responsibilities:

- Coordinating the various TFPs working in the same area of intervention
- Coordinating support for TFPs working to mobilize taxes and strengthen taxation with those working in the DGID
- Ensure that suitable priority is given to supporting various mechanisms to optimize the scope of the project (sequencing, complementarity, and so on)

Ministry of the Economy and Finance

As the Government of Benin's official counterpart to the Government of Canada, the MEF has the following specific responsibilities:

- Negotiating and signing the memorandum of understanding with DFATD
- Participating in bilateral steering committee meetings as co-director
- Facilitating administrative procedures related to customs clearance of project equipment and the personal effects of Canadian technical support, where applicable
- Liaising and coordinating with ministries participating or involved in implementing the project
- Making sure that the DGID collaborates effectively and constructively with the Consultant
- Allocating the necessary resources from public budgets to cover the project's recurring costs

Consultant

The Consultant will be responsible for providing the DGID with strategic and operational support to carry out all aspects of the project. The Consultant will be responsible for developing an operational response plan, establishing and managing technical assistance (long-term and short-term), identifying the need for ad hoc specialists with the DGID, recruiting these specialists, and handling all the logistics of their missions. In practical terms, managing the DGID support project means helping the DGID to establish and

carry out its strategic plan. To this end, the Consultant will have the following responsibilities:

- Conducting a start-up mission, submitting a project implementation plan, and having it approved
- Delivering, configuring and adapting the ITMS to the reality of Benin
- Implementing the project according to a results-based management approach that will be detailed in the PIP, to be submitted no later than 120 days after a contract is signed with DFATD
- Establishing a competent project management team in Benin
- Identifying, recruiting and managing experts required to implement the PIP
- Procuring goods and services according to a procurement plan detailed in the PIP
- Preparing an annual work plan in close collaboration with the DGID
- Maintaining constructive and harmonious relationships with the ministries involved, the Canadian embassy and other TFPs that may be involved in the sector
- Preparing and submitting semi-annual reports on the project's progress and results
- Preparing and submitting quarterly financial results

4.4 Description of Decision-Making Mechanisms

Bilateral Steering Committee (BSC)

This committee will be the bilateral mechanism responsible for coordinating, managing and supervising all aspects of the project. The committee will comprise representatives of DFATD and of the Ministry of the Economy and Finance or its representative.

The committee will be co-chaired by the Minister of the Economy and Finance (or his representative) and by DFATD. It will meet at least once a year to approve i) the semi-annual progress report; ii) the annual work plan developed by the DGID and the Consultant; iii) the three-year budget; and iv) the annual reviews of the DGID / Consultant, monitoring reports or other reports commissioned by the project.

The BSC may meet as required to discuss any problems or obstacles to overcome to ensure the project's smooth conduct. It is recommended that the BSC meet twice in the project's first few years. The first meeting will be to make decisions on annual reports, plans and budgets. The second meeting will be to assess progress in achieving results and to resolve any obstacles to the project's smooth conduct.

The BSC's members will be named in the Memorandum of Understanding.

Technical Coordinating Committee

The BSC may agree to form a Technical Coordinating Committee. The committee would have a mandate to monitor coordination and supervision of the project between BSC meetings. Its duties would involve handling any issues relating to the project. If Beninese and Canadian authorities decide to set up such a committee, they will define its mandate and decide on its membership.

4.5 Implementation Strategy

The project will be implemented by a Consultant, recruited through a competitive process, enjoying flexibility within the project implementation plan (PIP) and annual work plans.

The project favours an intervention strategy based on support, participatory and iterative management, and results-based management approaches. This approach basically seeks to support (not act as a substitute for) Beninese managers involved in the project, relying on their genuine participation in its implementation. The iterative approach will give decision makers the flexibility to make necessary adjustments in implementing the project, regarding outputs, activities, or human and financial resources. The participatory approach will be important in planning the implementation of the project and the annual work plan.

Mobilization of a Technical Assistance Team

To support the DGID's ambitious modernization and capacity-building process, the support project will take the form of an integrated technical assistance project comprising five on-site resources (core team): a Tax specialist and project leader, an IT advisor, an organization and methods and results-based management advisor, a human resources knowledge and skills development advisor and a Local Senior Procurement Specialist. This core team is rounded out by a part-time Canada-based project manager. Ad hoc technical assistance is provided in the field to complement the core team.

Public Procurement

The procurement of equipment, the refitting of offices, the recruitment of Beninese and foreign consultants, and all expenditures related to the procurement of goods and services for this project, will be the responsibility of the Consultant in keeping with Treasury Board Secretariat of Canada rules. Wherever possible, they will consider the provisions of Benin's public procurement code. The Consultant must submit a procurement plan and schedule with its implementation plan. The plan and schedule must be reviewed annually and updated as required.

4.6 Monitoring and Evaluation

Through a competitive process, DFATD will select a monitor who will be based in Benin for the project's first two years. This person will monitor the project's implementation and draft regular monitoring reports. This will help to eliminate various obstacles that arise during the project's crucial start-up period, and will allow regular dialogue with Beninese authorities, the Consultant and other partners. The monitor will also be able to provide real-time information concerning project developments to DFATD officers at Headquarters and the Canadian embassy in Burkina Faso.⁸ DFATD representatives, from Headquarters and the embassy in Ouagadougou, will conduct regular monitoring missions.

It is expected that DFATD will conduct a mid-term evaluation and an end-of-project evaluation of the results through independent consultants selected competitively by DFATD Headquarters. If the mid-term evaluation recommends major changes without basically altering the nature of the project, the contract with the Consultant could, if necessary, be reviewed according to the terms and conditions prescribed in this regard.

DFATD's Financial Compliance Unit will conduct a mid-term financial audit and a local contracting audit of the project (primarily on equipment procurement and the awarding of construction contracts) through a consultant recruited using a selection process consistent with DFATD policies.

5 **Benin's Contribution**

Benin will contribute financially by making necessary resources available through its national budget to meet recurring costs involved in automating and modernizing the DGID. This contribution is vital to ensure the project's sustainability and resulting benefits. The Government of Benin's contribution will be included in the Memorandum of Understanding to be signed between Canada and Benin to implement this project. This contribution also includes making offices available for five key experts assigned to the project on a medium- and long-term basis.

6 **Risks and Constraints**

The project's **risks** were analyzed. These risks are subdivided into operational risks, financial risks, development risks and reputational risks.

The operational risks of this project largely stem from the lack of Canadian representation based in Cotonou.

The financial risks mainly relate to Benin's timeliness and ability to budget the necessary resources to cover the recurring costs involved in automating and modernizing the DGID.

The development risks stem largely from an unsuitable project implementation strategy, and Benin's socio-economic and political instability, which is not conducive to making decisions about reforms to be implemented in the DGID.

The reputational risks relate to DFATD's credibility if the project fails.

Overall, the project environment represents a relatively low risk, given the mitigation strategies, the probability and impact of these risks, and DFATD's experience in this area of intervention. These mitigation measures are relatively easy to implement. Their implementation largely depends on DFATD/DGID partners and on the Consultant. One of the consultant selection criteria will be the ability to clearly risks identify when implementing the project, to establish the appropriate mitigation measures and to implement these strategies.

7. **Gender Equality, Governance, Human Rights and Environmental Analysis**

7.1 **Summary Analysis of the Status of Women and Gender Equality in Benin**

Equity and gender equality issues have been a political concern in Benin for more than three decades. International and Africa-wide, Benin has adhered to the recommendations of all African and United Nations gender equality conferences. In Benin itself, a number

⁸The DFATD representative for Benin is located in Burkina Faso.

of comprehensive or sectoral policies have been developed and adopted to promote opportunities for women.⁹ The most recent – the 2009 *Politique nationale de promotion du genre* (PNPG) [national gender promotion policy] – aims, in practical ways, to promote the education and training of women, to value women’s work and cultures or traditions that allow it to flourish, to promote gender equality and to empower women economically.

Benin’s tax policies make no distinction between male and female entrepreneurs carrying out the same types of activities or working in the same types of businesses. However, these policies, and the impact of tax measures on women and men, must be analyzed in depth to determine the existence of indirect forms of discrimination and to ensure that the policies comply with the PNPG.

Tax administration may have a different impact on women and men, sometimes explicitly, but more often implicitly. In the latter case, a tax policy’s economic effects are different for women and men because of social norms or attitudes with respect to the roles of women and men, or according to typically female or male sectors of economic activity. In addition, women face specific challenges in meeting their tax obligations. Tax policies can have a significant impact on female entrepreneurship and economic empowerment of women.

In administering the DGID, staff are subject to general rules on access to employment. All DGID positions are thus available to both women and men, in compliance with general legal provisions and the merit principle. That said, women account for 29.9% of DGID staff (30% of executives).

In light of the above, the PAARIB Project will integrate gender equality in each of its components, based on an in-depth analysis of this dimension, in developing the project implementation plan. The project’s approach is based on systematic consideration of the various needs and interests of women and men, and on the principle that each activity, program and policy affects women and men differently. In keeping with this approach, the Consultant must develop a gender action plan that details activities, indicators, leverage and a gender equality strategy to ensure the integration of this dimension throughout the implementation of the project.

7.2 Governance Analysis Summary

Benin continues to confirm its liberal democratic tradition, such as by holding transparent and peaceful presidential elections in 2006 and 2011, both won by President Thomas Boni Yayi, former president of the West African Development Bank. Corruption remains a problem. However, the Government of Benin is making efforts in this area and in administrative reform. The Government of Benin wants to increase its macro-economic stabilization efforts and to develop the infrastructure needed to accelerate economic growth, the ultimate goal of its development policies. Since April 2012, it has had a majority in Parliament, which is ready to address the economic and institutional reforms that Benin requires.

In the absence of significant natural resources, taxes and duties are the main resources to cover public expenditures in Benin. This responsibility makes the DGID’s contribution more crucial. As the Ministry of the Economy and Finance’s governing body, the DGID plays a central role in mobilizing fiscal resources.

Modernizing tax administration, by automating procedures, is a key factor in increasing fiscal performance, and streamlining and simplifying processes to make the tax system fairer and more equitable. Some initial measures have been implemented, particularly at the organizational, legislative, management and communication levels, to make taxpayers aware of their rights and obligations, expand the tax base and foster better communication with the private sector.

7.3 Human Rights Analysis Summary

The Government of Benin has put legal, political and institutional frameworks in place to help establish the rule of law and a pluralistic democracy where basic human rights, freedoms, human dignity and justice are guaranteed, protected and promoted.

In West Africa, Benin is one of the leading countries that have signed and ratified a large number of international conventions, protocols and treaties. It is also a signatory to the

⁹ These consist of the *Déclaration de la politique de population du Bénin* [policy statement on the population of Benin] (1996), the *Politique de promotion de la femme* [policy on the promotion of women] (2001), the *Politique de promotion de l’alphabétisation* [policy on the promotion of literacy] (2001), the *Politique de promotion de la femme dans le secteur agricole et rural* [policy on the promotion of women in the agricultural and rural sector] (2001), the *Politique de l’éducation et de la formation des filles* [policy on education and training for girls] (2007) and the *Politique nationale de promotion du genre* [national gender promotion policy] (PNPG), adopted by the Council of Ministers on March 18, 2009.

African Union's main conventions and protocols on human rights. However, it is one of 29 African countries that have not ratified the Protocol on the Establishment of the African Court on Human and Peoples' Rights.

Benin has adopted texts, legislation and regulations aimed at implementing ratified international conventions and protocols. They included the *Code des personnes et de la famille* [persons and family code] in 2004, the *Code de l'enfant* [child code] in 2007, the *Loi relative à la lutte contre le financement du terrorisme et le blanchiment de capitaux* [act to combat terrorist financing and money laundering] in 2006, and the *Loi sur les partis politiques et de la réforme des textes sur les délits de presse* [act on political parties and reform of texts on breaches of the press law]. The December 1990 Constitution also addresses human rights, especially economic, social and cultural rights.

On July 5, 2012, continuing its ratification of human rights treaties, Benin acceded to the second Optional Protocol to the International Covenant on Civil and Political Rights, which aimed to abolish the death penalty and strengthen internal provisions enshrining the right to life. Despite its limited resources, Benin shows genuine political will with respect to human rights, including protection of the most vulnerable (women, children, persons with disabilities). Benin has implemented legislative reforms to eliminate discrimination against women, such as the 2003 law prohibiting the practice of female genital mutilation. Benin has also passed a number of acts or regulations to protect and promote the rights of the child.

7.4 Environmental Analysis Summary

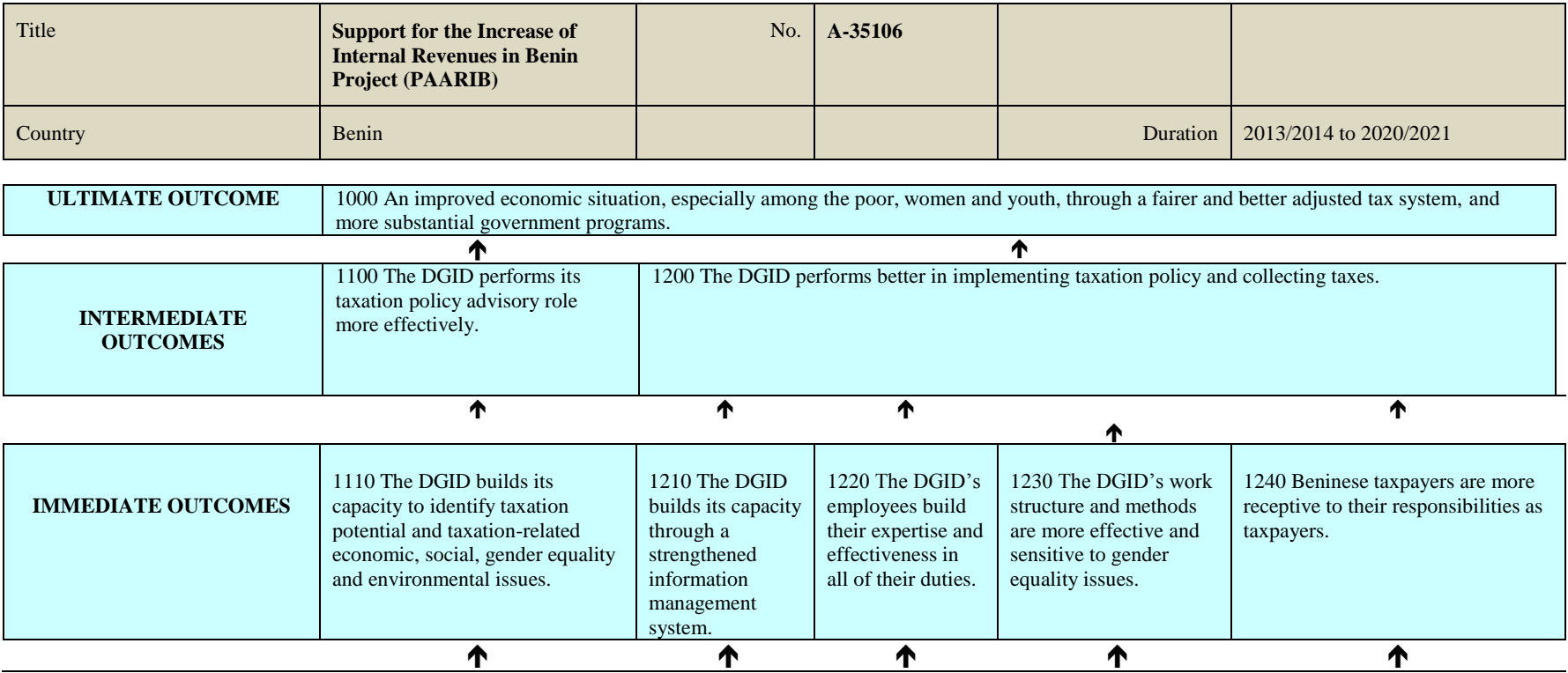
As an initiative to strengthen institutions and provide technical assistance to improve the Government of Benin's tax revenues, the Project will not relate directly to the environment or natural resources management in Benin. The Project will not fund any activity that meets the definition of a project within the meaning of the *Canadian Environmental Assessment Act*.

However, this support could conceivably have indirect environmental impacts on public resources if increased tax revenue is used for capacity building of qualified services responsible for the environment and natural resources. Increased tax resources could also help strengthen land-use planning.

To maximize the Project's positive environmental effects, the Consultant must ensure that the following general measures are included in this initiative's various phases:

- Environmental and sustainable development considerations are integrated at all stages of project planning, design and delivery.
- The Consultant will help the DGID identify environmental issues involved in implementing tax policies.
- The Project must develop prescriptive tax regimes to get extractive businesses, cottage industries and agri-industrial companies to stop practices that have adverse environmental impacts (this includes animal resource habitats) and natural resources. The regimes must provide an incentive to promote best practices in natural resource management.
- In terms of overall response, through policy dialogue with the Government of Benin and other TFPs, DFATD will ensure that improvement measures are considered in relation to the Project (see above). DFATD's Benin Program team will monitor the effective implementation of these measures.

Logic Model



OUTPUTS	<p>1111 A taxation policy unit, equipped with an impact simulation tool, is up and running.</p> <p>1112 A property information system (PIS) is selected, which (among other things) should make it possible to streamline property tax.</p> <p>1113 The DGID can identify taxation issues with economic, social, environmental and gender equality dimensions.</p>	<p>1211 The ITMS¹⁰ is up and running.</p> <p>1212 A unique tax identification number (UTIN) is included in all Beninese tax mechanisms.</p> <p>1213 Offices have been equipped for information systems.</p>	<p>1221 The DGID's human resources (and some MEF mechanisms involved in the project) know how to use the ITMS, computer system management, desktop applications, results-based management and human resources management, including gender equality issues.</p> <p>1222 Career plans are developed and incentive plans are modernized.</p> <p>1223 CFPI offices are fit-up, equipment is procured, and training modules are developed.</p>	<p>1231 The DGID is restructured, and work descriptions are redefined.</p> <p>1232 Internal procedures are changed (including identification of a multi-criterion tool to select and manage files for tax audits) and adapted to the new computer environment.</p> <p>1233A gender strategy is developed and implemented.</p>	<p>1241 The DGID adopts a client-service approach.</p> <p>1242 A public awareness strategy is developed and implemented.</p>
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¹⁰ ITMS: Integrated taxation management system

Annex B – Specific Mandate of the Consultant

1. Objective

To implement the Support for the Increase of Internal Revenues in Benin Project (PAARIB), the Consultant will be responsible for managing the project, from strategic design to operational implementation, as part of a support approach with the Directorate General of Taxation and Lands (DGID), its partner in Benin. This project will be implemented in an integrated fashion; in other words, its two major components will operate simultaneously: (a) the management consulting component, which includes policy development, training, procurement, restructuring, change management and communication, and (b) the information technology component, which includes implementing an integrated taxation management system (ITMS), on which the first component depends.

The Consultant must implement and manage the project to achieve the expected results, which are set out in the **Project Description**.

2. Functions of the ITMS

The DGID requires an ITMS made up of a set of integrated modules that will automate the administration of taxes and patents. The system must be configured and customized so that it can adapt to the needs of a developing country such as Benin, which wants to increase control over government revenues by using automated systems.

The following represents the DGID's comprehensive list of desired functions. The Project has a limited envelope, and the successful bidder must conduct an information technology and institutional diagnosis during the start-up mission. This will have an impact on the gradual implementation of the integrated software, the number of functions that can be put into operation, and the order in which they will be implemented.

2.1 Taxpayer Registration – This function enables the DGID to register taxpayers by recording their personal identification details, such as their name and address, or the business status and industry classification code for companies. This enables the DGID to create accounts by tax type, establish relationships with taxpayers and monitor relationships between taxpayers, such as family members, or the managers or shareholders of a business. This function must be compatible with the existing Oracle-based registration system developed by the DGID, and generate a unique tax identification number (UTIN) for all taxpayers. The UTIN must allow all transactions in a taxpayer's account (personal or corporate) to be linked for all types of taxes. This number must be available as a search key in all of the system's functions and components.

2.2 Processing of Returns – This function enables DGID officers to receive returns; identify duplicate returns; add and update notes in taxpayer accounts; reverse, transfer, withhold or release returns; identify exceptions; audit and track adjustments; compare and offset returns across tax types; and update taxpayer accounts and the general ledger based on finalized assessments. This function must link the taxpayer's UTIN to general and special tax return logs/files. This function should also manage waivers under Beninese law.

2.3. Processing of Payments – This function should enable tax administrations to process cash payments; issue receipts; track payments; cancel and replace revenues; process non-cash payments; identify payments for which a collection action has been carried out; and process other types of revenues, such as interdepartmental transfers (customs, passports, licences).

2.4. Monitoring of Tax Filers and Non-filers – This function should enable tax agencies to monitor compliance times; regularly inspect taxpayer accounts; identify cases of non-filing; generate reminder letters for taxpayers who do not file their returns on time; cross-reference with the group of taxpayers who have filed late; audit taxpayers with major discrepancies between revenues and returns; estimate the potential debt of late filers/non-filers and accounts with major discrepancies in the information contained in returns, such as income, and generate notices; and generate reports on the assets of the two main groups of taxpayers (personal and corporate).

2.5. Accounting of Taxpayers – This function supports a standard DGID account for taxpayers. This account must include all liabilities and assets and be able to link each payment to the corresponding amount owing, for all taxes. It provides the ability to view activity by period and frequency; view amounts owing, payments and abatements; adjust history; perform ongoing case audits; and offset debits and credits. It enables users to adjust payments; record balances; accrue and waive interest and penalties; carry forward payments; and manage payment plans and refunds. It can create, view, update and send payment notices. It lets users offset and deduct taxpayer liability; generate offset and/or refund forms; or reject an offset or refund, on paper and on-screen.

2.6. Online Self-Service – This capability allows taxpayers to create and update their identification data, file returns, view accounts and search for information via a website or portal. It also enables intermediaries, such as tax advisors and accountants, to perform these transactions for their customers.

2.7. Security – This function provides a set of features needed to authenticate, authorize and manage users, and encrypt and encode transactions (such as online filing). This function must also provide the ability to check which users have accessed or changed taxpayer account data. The software should include functions that segregate/separate duties to reduce the potential for fraud and the creation of user profiles that allow fraud (such as creating an account and issuing a refund without approval).

2.8. Impact Simulation – This tool will better help to guide DGID decision makers as to how taxation policy changes may affect revenue collection, as well as socio-economic groups of individuals and businesses.

2.9. Data Sharing/Exchange – This function enables the DGID to provide the Ministry of the Economy and Finance (MEF) with a regular excerpt of its financial activities (payments, returns, accounting and refunds) distributed by taxpayer account, tax type and taxation period. It also allows the establishment of a corresponding reconciliation log by tax type and taxation period. This function must enable users to create exchange platforms with the Directorate General of Customs and Indirect Duties (DGDDI), the Directorate General of the Treasury, the Directorate General of the Budget, and eventually with municipalities, to make it easier to audit information gathered by the DGID at source and thus improve the integrity of data gathered concerning tax revenues.

2.10. Assessment of Risks of Non-compliance – This function enables the functional audit program to receive and analyze internal and external data, to identify risk criteria for assessment purposes. This function should also include a multi-criterion tool to select files for tax audits. The risk criteria are applied to the various returns to identify taxpayers at risk for non-compliance. A risk score is assigned to taxpayers and used to support the selection of audit cases. A taxpayer or group of taxpayers is assigned a return complexity score, so that adequate audit resources are allocated. The audit workload is assigned to a tax office, so that it can manage the selection process and assignment to an auditor.

2.11 Compliance Audit – This function should enable the appropriate audit officer to access the case inbox to identify audit cases that he or she is assigned. The audit officer must be able to examine tax return forms, search for relationships with other related taxpayers, and determine/validate whether these taxpayers have also submitted other types of returns to the DGID. From a list of taxpayer returns and schedules, the audit officer must be able to select data to import into various paper spreadsheets.

2.12 Case Management/Appeal – This function enables tax administrations to manage the appeal cycle, which includes creating and processing a case, and automatically assigning it to the responsible processing unit; recording DGID officers' appeal activities and required response time; recording all recourse decisions communicated to the taxpayer in writing; providing information on the appeal function's performance; and reporting on appeal activities.

2.13 Information and Statistics Management – This function should enable the tax administration to report on tax management performance by type, geographic area, economic activity and tax office, to support the decision-making process at all management levels, to gather statistical information on tax management activities and to assess administrative effectiveness based on performance indicators.

2.14 Records Management – This function should enable the tax administration to assign a unique number to each saved document and keep an index of saved documents and their location; keep information concerning the flow of documents taken out of archives; support the electronic archiving of documents; retrieve the contents of documents; store information on the archiving periods of various types of documents; produce regular electronic and paper reports on documents sent to the Government's permanent archives; and destroy documents.

2.15 Internal Auditing – This function should enable auditing officers to generate screens or reports on ITMS use by DGID employees (number of searches, files accessed and so on).

2.16 Property Information System (PIS) – This tool would upgrade knowledge, management and enhancement of Beninese lands. It would establish a link between the DGID's central directorate, which is responsible for recording/registering land deeds, and departmental directorates, which are responsible for collecting property taxes.

2.17 Flexibility – The ITMS must have a manual alternative for all functions, so non-computerized sites can operate offline. It must also allow for business resumption in the event of a disaster (such as a power outage).

3. Tax Types to be Processed

The following functions must be configured to process the following taxes:

- Value Added Tax (VAT), sales tax and other indirect taxes
- Corporate tax
- Income tax
- Salary deductions

- Tax on alcohol
- Tax on pre-owned vehicles
- Tax on financial activities
- Tax on income from capital movable assets
- Tax withheld at source
- Driver's licences and vehicle registration
- Stamp tax
- Patents, permits and licences
- Property tax

4. Description of Services

The ITMS, which should be implemented at the DGID, must have French-language operational interfaces (such as screens, instruction and reports). Moreover, all technical assistance activities such as policy development support, ITMS implementation, training, procurement, restructuring, re-engineering of procedures, and communication, must be in French. The same applies to all project management activities, including those that involve communication with Beninese stakeholders.

4.1 Project Design Phase

The Consultant must undertake a project design phase in order to:

- Develop a project start-up work plan.
- Conduct a start-up mission and submit a project implementation plan (PIP), including an action plan for the first year.
- Conduct an in-depth institutional, IT and organizational diagnosis of the DGID, which will inform the PIP so that, in keeping with the project envelope, this document can detail the gradual implementation of the integrated software, the functions to be put into operation and the order in which they will be installed, and resulting training, procurement, re-engineering and communication activities.
- Diagnose the DGID's gender equality status.
- Working closely with the DGID, prepare an initial annual work plan and performance reports.
- Prepare and submit the following reports to DFATD in a timely fashion: project start-up work plan, project implementation plan (PIP), master data report.
- Identify performance indicators (results and outputs) in the performance measurement framework (PMF) that accompanies the PIP. The Bilateral Steering Committee will approve these indicators in the project implementation plan.

4.2 Project Implementation Phase

The Consultant must (among other things) manage, administer and coordinate the project. The Consultant will gather all resources needed for the implementation of the project. To this end, the Consultant will be responsible for the components below:

4.2.1 Project Management

Specifically, the Consultant must:

- Deliver, adapt and implement an operational and sustainable ITMS.
- Set up a skilled project management team.
- Include DGID executives in implementing the project, to build capacities and ensure ownership and sustainability of achievements.
- Implement and manage long-term technical assistance.
- Implement the project, following a results-based management approach.
- Identify, recruit and manage ad hoc experts who will be required to implement the Project.
- Develop requests for proposals (RFPs) to procure goods and services. In Benin, the Directorate General of Resources (DGR) or appropriate MEF authority will assist the Consultant in developing RFPs and opening bids.
- Working closely with the DGID, prepare an annual work plan and performance reports.
- Maintain constructive and harmonious functional relationships with the MEF, the Canadian Embassy in Ouagadougou, the PSU in Cotonou and other TFPs that may be involved in these areas of reform.
- Maximize complementarity and synergy with the TFPs concerned, particularly the European Commission, Germany (KfW), the United States and the African Development Bank (AfDB), in co-operation with the MEF's Reform Management Unit (UGR).
- Prepare and submit the reports detailed in section 10 to DFATD in the time prescribed.

- Integrate gender equality, governance and the environment as cross-cutting themes in all aspects of the Project, and manage these issues.
- Provide financial services, including administration, disbursement, monitoring and control of DFATD funds. The Consultant must create and maintain functional and effective systems to manage and control project expenses and disbursements. The Consultant must also keep records on expenses and disbursements.
- Monitor the Project using the approved performance measurement framework, and include monitoring observations in reports to be submitted to DFATD.
- Provide secretarial services for the project steering committee by organizing annual meetings (agenda and minutes), and by following up on the steering committee's decisions and recommendations.

4.2.2 Policy Development Capacity Building

The Consultant must:

- Establish a fiscal policy unit and train the unit's members.
- Equip the policy team with a tool that simulates the impact of fiscal policy.
- Reach a consensus on the type of property information system (PIS) that applies throughout Benin.
- Develop an implementation strategy for the PIS used in the principal communes.
- Streamline property management, including government property.
- Identify and define taxation issues related to gender equality and environmental sustainability, and take measures to improve the situation.

4.2.3 Implementation of an Integrated Taxation Management System (ITMS)

The Consultant must:

- Deliver, configure, adapt, implement and operate an ITMS for the duration of the Project. The ITMS functions will enable the DGID to perform various tax management transactions. The ITMS must be programmable. It must thus lend itself to being programmed by the DGID at the end of the contract, so it can be further adapted to the DGID environment. The ITMS must run on, or be compatible with, an Oracle platform. The ITMS must also be compatible with the DGID's current Oracle-based registration system, which generates UTINs.
- In addition to implementing the ITMS, provide ITMS licences (server and/or user) and all IT equipment needed to operate the software (server, Web server, anti-virus, firewall, and so on). The Consultant must also provide user hardware (workstations, laptops, printers, and so on).
- Test and adjust the ITMS to the Beninese fiscal environment, and migrate/generate data from current systems to the ITMS.
- Harmonize interfaces¹¹ between the DGID and the various information technology systems of other MEF administrations: Directorate General of Customs and Indirect Duties (DGDDI), Directorate General of the Treasury and Directorate General of the Budget.
- In co-operation with other TFPs, apply mandatory UTIN registration conditions throughout Benin.
- Put a system in place to track the number of taxpayers with a UTIN.
- Be prepared to share ITMS source code with the DGID at the end of the contract.
- Supply the DGID with computer, training and office equipment. Fit up DGID offices to ensure smooth ITMS deployment, as well as the DGID training centre.

4.2.4 Training

The Consultant must:

- Train the DGID's human resources and trainers in several areas, including the ITMS, modern management techniques (such as results-based management), change management, policy development techniques, gender equality and any other techniques relevant to their work.
- Build the technical capacity of the DGID's human resources in management and information technology through the ongoing transfer of knowledge and skills.
- Assist DGID to define career plans that value all categories of DGID officers, both women and men.
- Assess the existing incentive plan and adapt it to modern, automated taxation.
- Provide the CFPI with all equipment needed for training purposes.
- Develop training modules adapted to the DGID's new procedures.

¹¹ Harmonize interfaces with: be able to share information with

4.2.5 Restructuring and Re-engineering of Procedures

The Consultant must:

- Define an organization structure with the DGID that is appropriate to the implementation of the new integrated taxation management system.
- Describe the positions and duties of DGID officers in keeping with the new organization structure.
- Help the DGID restructure and re-engineer its procedures in keeping with its integrated automation and changes in the work descriptions of designated human resources.
- Assess, redefine and adapt current procedures.
- Choose and provide the DGID with a multi-criterion file selection tool.
- Train DGID auditors to use this multi-criterion tool.
- Define or adapt tools to adopt an integrated gender equality approach in all planned activities.

4.2.6 Improved DGID Communication with Taxpayers

The Consultant must:

- Train DGID employees to use the new work environment to serve clients better.
- Identify and organize consultations with target groups.
- Develop an awareness strategy adapted to the various target groups identified.
- Include this strategy in the DGID work plan, and implement it throughout Benin.

4.3 Results-Based Management

When the Project starts up, the Consultant must identify performance indicators (results and outputs). The Bilateral Steering Committee will approve these indicators as part of the project implementation plan.

The Consultant's progress reports must report on the extent to which results have been achieved.

The Consultant must propose solutions to problems identified. In accordance with section 3.14 of the General Terms and Conditions of the Contract (results-based management), the Consultant must inform DFATD of any problems that may keep the project from achieving results, and must suggest measures to achieve these results more effectively.

In keeping with the attached Project Description, the Consultant will work closely with the Directorate General of Taxation and Lands (DGID) and other stakeholders, including the Reform Management Unit and TFPs involved in supporting the DGID. The DGID will provide some of the support (human and material resources) needed to achieve project results. The work plan will detail the support to be provided by the DGID and other stakeholders.

If support is not provided in the time prescribed, the Consultant will remind the parties concerned, and the representative will be informed as soon as the Consultant is advised of the situation.

5. Delivery of Professional Services

To deliver the above-mentioned services, the Consultant must obtain and deploy quality institutional, organizational and professional resources to provide technical assistance services required for the Project. When the Consultant hires Canadian or foreign technical specialists, the Consultant must ensure that knowledge and skills are transferred to build the capacity of local counterparts.

The Consultant must provide timely services of qualified advisors to facilitate the integration of gender equality, governance and the environment in project activities.

With respect to human resources, the Consultant must appoint a qualified person to each of the following positions.

5.1 Project Director

The project director will be responsible for coordinating all activities, managing the contracts of Sub-consultants and Contractors, and liaising with DFATD. The project director will conduct regular field missions. The project director must be fully proficient in spoken and written French and will be responsible for managing all aspects of the Project.

The project director's role is crucial to this Project, given the large number of technical assistants and local and international specialists to be recruited. It must also be remembered that the DGID support project primarily aims to build the capacities of the Government of Benin. The Project's ultimate success depends not only on improving tax revenue, but also on the capacity of Beninese authorities to design and implement equitable, transparent, effective and sustainable taxation policies. The project director will play the following specific roles:

- Act as the Consultant spokesperson in all official technical communications with DFATD.
- Provide administrative and financial management of the Project and overall supervision of the work and activities.
- Prepare the project implementation plan, including the project standards and procedures manual, the performance measurement framework and all other requested reports, in co-operation with the project leader, and submit these documents to DFATD and the Bilateral Steering Committee for approval.
- Prepare annual work plans, performance reports and financial reports, and submit them to DFATD for approval.
- Sit on and act as secretary of the Bilateral Steering Committee.

Language Requirements

At a minimum, the Project Director must possess level 4 in French (advanced professional competence)

Language	Oral Expression	Reading	Written Expression
French	4	4	4

The description of the language proficiency levels can be seen on the following website:
http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng

5.2 Field Technical Resources

- To provide this support, the Consultant will identify five experts whose profiles are presented here.

The required experts are as follows.

5.2.1 Tax Specialist and Project Leader

In the project design phase, DFATD planned for the tax specialist to act also as the project leader. The tax specialist will thus require solid professional experience and be able to play the coordinating role expected of a project leader. This coordination role will have three dimensions. First, internally, the project leader will coordinate the short- and long-term activities of all human resources involved in implementing the Project. Second, the project leader will coordinate among the Project, the various DGID units, and other directorates of the Ministry of the Economy and Finance (MEF). Finally, the project leader will coordinate with other technical and financial partners (TFPs) and the Reform Management Unit (UGR). This specialist will operate out of the DGID and must provide the DGID with the following support:

- Contribute significantly to the development of the implementation plan.
- Support the DGID in developing and implementing its strategic plan.
- With the DGID, coordinate the installation and implementation of an integrated information technology system, as well as the implementation of reforms undertaken by the Project, such as organizational reform.
- With the DGID, contribute to implementing institutional fiscal reforms proposed by international financial institutions (such as the IMF), especially those affecting medium-sized enterprises.
- Support the development and implementation of fiscal reforms, including those related to property taxation.
- Help develop arguments for the adoption of proposed reforms and submit them to Beninese authorities.
- Support the implementation of instruments and indicators to measure the results of fiscal reforms.
- Help simplify and streamline certain taxes, such as the value added tax (VAT), income tax and patent taxes.
- Support studies to implement new taxes, particularly those related to property taxation and so on.
- Support the creation of a streamlined and modernized Directorate of Medium-Sized Enterprises.
- Support the establishment of a fiscal policy unit.
- Support the integration of gender equality in activities, including training and analysis of the impact of fiscal measures on women.
- Transfer knowledge to DGID members (to be identified).

5.2.2. IT Advisor

The IT advisor will also operate out of the DGID and will provide the following services:

- Coordinate the development of a computer system diagnosis, as well as the implementation of an ITMS.
- Develop an architecture based on the DGID environment.
- Generate the software's technical requirements, based on user needs, cost, schedule, users and the local environment.
- Prepare the test case and acceptance plan.
- Supervise a team of IT professionals responsible for putting the software into operation.
- Develop system function manuals for users' future reference.
- Develop computer training manuals according to user needs.
- Supervise the training of officers in IT and especially ITMS.
- In co-operation with the DGID, appropriately sequence the implementation of the ITMS in DGID mechanisms.
- Support ITMS deployment in the regions, budget permitting.
- Develop the required interfaces between the ITMS and the other MEF administrations.
- Generate a costed plan for sustainable use of the software.

5.2.3 Organization and Methods (OM) and Results-Based Management (RBM) Advisor

The OM/RBM advisor will also operate out of the DGID and be required to play a key role in helping the DGID to develop its three-year strategic plan. Among other things, the OM/RBM advisor will be responsible for helping to do the following:

- Produce, use and assess operational and strategic management tools (work plan, dashboards, reports, performance measurement framework).
- Implement, monitor and evaluate (audit) work methods and tools (work procedures, work descriptions, and so on).

5.2.4. Human Resources Knowledge and Skill Development Advisor

The advisor will operate out of the DGID, and must work to develop the expertise and skills at the DGID by helping to develop, update and implement the DGID's strategic plan for this dimension. The advisor's duties will cover the following specific areas:

- Support the implementation of a training strategy and system that covers all DGID mechanisms.
- Support the enhancement, modernization and upgrade of equipment at the Professional Tax Training Centre (CFPI) by developing potential synergies with other MEF training centres.
- Support the development and implementation of training modules.
- Support the DGID's human resources management (career plan and so on).
- Support the organization of training internships abroad.

During the implementation of the project, the Consultant shall add the following position to the core team of the project.

5.2.5 Senior Local Procurement Specialist

The Senior Local Procurement Specialist (PS) will be based in Cotonou, Benin and will develop, implement and monitor a project procurement plan. The Consultant must use the procurement plan in securing goods and services to meet project needs and specifications in a timely, efficient and cost-effective manner, as approved in annual Work plans.

Specific responsibilities of the position include:

- Working with the project Personnel and partners, and in consultation with DGID, to design and deliver a Procurement Plan;
- Developing procurement guidelines, model contracts and administrative systems;
- Providing training to the DGID's staff in open, transparent and competitive procurement methods in accordance with international standards;
- Establishing efficient method of local procurement, securing transparency and best value for cost;
- Administering and monitoring for compliance of approved contracting procedures;
- Coordinating imports and their distribution in Benin with appropriate authorities;
- Identifying local and regional sources of supply;
- Procuring equipment as identified in the approved procurement plan;
- Arranging shipments by sea and/or by air;
- Maintaining a list of potential suppliers able to bid under the special circumstances of working in Benin, identifying updated prices, assessing technical merit and/or quality; and
- Preparing procurement reports for inclusion into progress reports as outlined in section 8, Reporting Requirements.

Qualifications

At least a Bachelor’s degree in Bachelor degree in procurement, economics, engineering, commerce, business administration or accounting.

At least three (3) years of experience in private or public procurement, working with government authorities or institutions at the national or sub-national level, dealing with international donors, public procurement, carrying out procurement planning, applying Beninese procurement laws and regulations, the development of procurement documents and in carrying out value for money assessments in procurement of goods and services, analyzing procurement regulations, processes, practices of government entities and in conducting contract reviews, implementing procurement activities using international (OECD-DAC) best practices, and working in team-oriented environment.

Language Requirement

The specialists mentioned above must have at least Level 4 in French (*Advanced Professional Proficiency*), and the Consultant must ensure that the ad hoc specialists also meet this language requirement.

Language	Oral Expression	Reading	Written Expression
French	4	4	4

The following website describes these language requirements: http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng

6. Procurement of Goods

The Consultant must procure goods required to carry out the Project in accordance with the approved procurement plan, described in the implementation plan.

Procurement activities must follow the principles below:

- Competitive process for the procurement of goods and services. “Competitive” means a bidding process that helps increase access, competition and fairness and gives a reasonable and representative number of suppliers the opportunity to submit bids, which are evaluated based on a combination of price, technical merit and quality.
- Selection methods are clear and defined in advance to obtain best value.
- The successful and unsuccessful bidders receive timely and transparent notification.
- A rationale is kept on file, including proof of a fair price in the case of non-competitive procurement.

A written rationale must be kept on file for all exceptions to the competitive process, and may be audited.

7. Roles of the Consultant on Committees

The Consultant must provide secretarial services for the Project’s Bilateral Steering Committee (BSC). The Committee will constitute the bilateral mechanism responsible for coordinating, managing and supervising all aspects of the Project. It will be made up of MEF and DFATD representatives. The Committee will be co-chaired by DFATD and the Minister of the Economy and Finance (or his/her representative). It will meet at least once a year to approve (i) the semi-annual progress report, (ii) the annual work plan developed by the DGID and the Consultant, (iii) the three-year budget and (iv) the Consultant’s annual evaluations, follow-up reports and other project reports. The BSC will be able to meet as required to discuss any problems and obstacles that must be resolved to ensure the Project’s smooth conduct. It is recommended that the BSC meet twice in the Project’s initial years. The first meeting will be to decide on annual reports/plans/budgets. The second meeting will be to assess progress in terms of results and to resolve obstacles to the Project’s smooth conduct.

The BSC members will be specified in the Memorandum of Understanding. The Consultant, however, is an ex-officio member.

In addition, the Consultant must ensure that the committee members receive the relevant documents at least ten working days before the meeting. The BSC may decide to form a smaller technical committee with a mandate to address more technical issues.

8. Support Provided by the Recipient Country

The DGID will provide:

- Adequate offices to accommodate the Tax Specialist and Project Leader, and the IT Advisor
- Internet access
- Electricity and air conditioning

- Access to all documentation related to information technology systems (source codes, software, and so on), taxation (acts, decrees, orders, and so on), the financial incentive plan for tax officers, professional training modules and other documents needed to carry out this assignment
- Availability of a number of tax officers for the Project, based on training programs and learning needs
- A number of support employees required to implement the Project

9. Environmental Assessment

As an institution-building and technical assistance initiative to build the internal revenue mobilization capacity of a government tax administration, the DGID support project will have no direct impact on the environment, nor any direct linkages to natural resource management issues in Benin. The project thus will not fund any activity defined as a project within the meaning of the CEAA. In this context, it is not necessary to conduct an environmental impact assessment under the Act. However, the Consultant will advise DFATD through policy dialogue with the Government of Benin and other TFPs and will ensure consideration of Project-related measures to improve sustainable development.

Generally speaking, and in accordance with DFATD's Policy on Environmental Sustainability, the Consultant will expressly and systematically integrate environmental considerations in all phases of the Project, where applicable.

The Consultant's reports will report on the application of the above provisions.

10. Reporting Requirements

The Consultant must submit the following reports to DFATD, in accordance with established standards relating to content, presentation, language, number of copies and time frames. Where possible and unless otherwise indicated, the Consultant must:

- Print two-sided documents, reports, and so on.
- Print reports and other documents on recycled paper.

Templates

The DFATD representative will provide templates of the following documents at the Consultant's request:

- Logic model (LM)
- Performance measurement framework (PMF)
- Risk register (RR)
- Project implementation plan (PIP)

10.1 Narrative Reports

	Deadline	Content	Format (paper/ electronic; oral/ written report)	Number of copies	Recipient	Language(s)/ to be translated
Start-up work plan	Within 20 days following the contract start date	The project will be preceded by a brief preparatory phase which should last up to four months. The start-up work plan must be submitted within 20 days after signing the contract with DFATD. The Consultant uses the work plan to prepare the project implementation plan (PIP). This start-up work plan will include the schedule, key activities and budget for the Project’s start-up phase, including required start-up missions.	Electronic copy	1	DFATD	French
Project implementation plan (PIP)	Within 120 days following the contract start date	<p>The PIP must include, but not necessarily be limited to:</p> <ol style="list-style-type: none">1) Executive summary2) Introduction (background, methodology for the plan)3) Project design<ul style="list-style-type: none">• Background and rationale• Scope and recipients• Cross-cutting themes (gender equality, governance and the environment)• Update of the risk register; definition of risks and mitigation strategies4) Project management and governance<ul style="list-style-type: none">• Management approach and structure• Roles and responsibilities of stakeholders• Project committees5) Implementation<ul style="list-style-type: none">• Work breakdown structure• Schedule• Gender equality strategy• Budget by input (at least by line item)• Budget by immediate outcome (approximate)6) Project monitoring and reporting	Electronic copy	1	DFATD, Project Steering Committee (PSC)	French

	Deadline	Content	Format (paper/ electronic; oral/ written report)	Number of copies	Recipient	Language(s)/ to be translated
		<ul style="list-style-type: none"> • Performance measurement framework update • Performance reporting framework • Stakeholder communication plan 7) Year 1 action plan <ul style="list-style-type: none"> • Definition and sequencing of activities • Implementation schedule 8) Procurement plan <ul style="list-style-type: none"> • Procurement methods • Description of the competitive process for the procurement of goods • Description of the competitive process for the procurement of professional services • Decision making matrix • Recourse in case of problems • Transfer of assets 9) Project Standards and Procedures Manual <ul style="list-style-type: none"> • Description of the project's cost management procedures • Description of personnel management procedures • Decision making matrix • Recourse in case of problems 10) Testing Plan: <ul style="list-style-type: none"> • Preliminary test to determine the required modifications to the ITMS • Functionality tests to meet the technical and operational requirements • Network tests to ensure compatibility with the information technology infrastructure of the tax Administration 				
IT and institutional	Within 120 days following	An IT and institutional diagnosis of the DGID that will inform the Project implementation Plan by clarifying, within the	Electronic copy	1	DFATD, Project	French

	Deadline	Content	Format (paper/ electronic; oral/ written report)	Number of copies	Recipient	Language(s)/ to be translated
diagnosis of the DGID	the contract start date	project's funds, the number of ITMS functions to be implemented and the sequence of implementation. Given the integrated nature of the project, this diagnostic will also influence management consultancy that depend on the ITMS. As a consequence of the diagnosis, and in consultation with the DGID, the Consultant may present an updated logical model, slightly different from the planning logical model provided by DFATD at the beginning of the project.			Steering Committee (PSC)	
Project logic model (LM)	Within 120 days following the contract start date. The LM must accompany the PIP.	Update of the Logic Model (LM). The LM must analyze results chains between outputs and immediate outcomes (changes related to access, awareness, knowledge, capacity or skills), intermediate outcomes (changes in behaviour or practices) and the ultimate outcome (sustainable change in end recipients). The logic model must include the following information: <ul style="list-style-type: none"> • Update of project outputs • Matrix of immediate outcomes – outputs – activities • Definition of activities by Project output 	Electronic copy	1	DFATD	French
Project performance measurement framework (PMF)	Within 120 days following the contract start date. The PMF must accompany the PIP.	For each element of the results chain (output, immediate outcome, intermediate outcome, ultimate outcome), the PMF must provide at least the following information: <ul style="list-style-type: none"> a) Indicators b) Gender-disaggregated baseline data c) Gender-disaggregated targets d) Data sources e) Data collection methods f) Frequency g) Responsibility 	Electronic copy	1	DFATD	French
Project risk register (RR)	Within 120 days following the contract start date.	The RR must analyze the four risk categories: operational, financial, developmental and reputational. It must present risk mitigation measures and indicate the level of residual risk (likelihood and impact) after applying the mitigation measures.	Electronic copy	1	DFATD	French

	Deadline	Content	Format (paper/ electronic; oral/ written report)	Number of copies	Recipient	Language(s)/ to be translated
	The RR must accompany the PIP.					
Semi-annual progress report	Within 30 days following the end of every six months, the Consultant must provide a progress report covering the six-month periods ending March 31 and September 30 of each year.	<p>The semi-annual progress report must provide qualitative and quantitative information on the Project's key results for the past two fiscal years, including the following information:</p> <ul style="list-style-type: none"> (a) Executive summary (b) Analytical comments on variances between expected results (immediate and intermediate outcomes) and actual results, based on indicators (performance measurement framework) for the past six months or year, including reporting on reductions or increases in gender gaps (if results statements include women/girls and/or gender equality) (c) Results of monitoring activities using the performance measurement framework, any problems and difficulties encountered, and remedial action taken or to be taken (d) Analysis of changes which have been or should be made to any key aspect of the Project, for consultation with DFATD (e) Analytical comments on financial reports concerning variances found between planned and actual expenditures as they relate to successes or problems encountered and action taken, as well as impact on financial forecasting for the next quarter (f) Planned activities for the next quarter (g) Gender equality strategy implementation report (h) Any other key issues affecting project implementation 	Electronic copy	1	DFATD	French

	Deadline	Content	Format (paper/ electronic; oral/ written report)	Number of copies	Recipient	Language(s)/ to be translated
Annual work plan	Within 30 days after the fiscal year- end, with the semi-annual progress report and annual financial report	The annual work plan consists of a study and an update of the previous work plan. It presents results, in terms of intermediate outcomes, compared to the objectives defined in the previous work plan, and reports variances identified in activities and costs. Finally, the plan sets objectives for each activity to be implemented in the following year.	Electronic copy	1	DFATD	French
Final narrative report	Within 30 days after the end of project activities	<p>The report provides the following information:</p> <ul style="list-style-type: none">(a) Analysis of the Project’s initial budget forecasts compared to actual disbursements, for the Project as a whole and for each key activity(b) Rationale for variancesc) Any other information about administrative and financial aspects of the Project <p>The final narrative report includes, but is not limited to, the following:</p> <ul style="list-style-type: none">(a) <u>Background and objective</u>: This section includes a brief project statement, including the following information:<ul style="list-style-type: none">(i) Background and merits(ii) Purpose and goals(iii) Results in terms of intermediate outcomes(b) <u>Project summary</u>: This section includes a description of the Project’s activities, including the following information:<ul style="list-style-type: none">(i) Management and Consultant(ii) Description of activities	Electronic copy	1	DFATD	French

	Deadline	Content	Format (paper/ electronic; oral/ written report)	Number of copies	Recipient	Language(s)/ to be translated
		<p>(iii) Stakeholders and their roles and responsibilities</p> <p>(c) <u>Analytical review of the Project</u>: This section deals with the following issues and includes observations and/or recommendations that may benefit similar future projects:</p> <p>(i) Project rationale and merits</p> <p>(ii) Planned and achieved purpose and goals</p> <p>(iii) Detailed final report on the achievement of results in terms of intermediate outcomes, including analytical comments and an account of the decrease or increase in gender inequality (if result statements include the issue of women/girls or gender equality)</p> <p>(iv) Political considerations</p> <p>(v) Analysis of scheduling, results of monitoring activities based on the performance measurement framework, any difficulties encountered, and remedial action taken</p> <p>(vi) Analysis of actual disbursements compared to initial and revised budget estimates, in accordance with the final financial report</p> <p>(vii) Logistical problems</p> <p>(viii) Cross-cutting themes and priorities:</p> <ul style="list-style-type: none">• Summary of the implementation of the gender equality strategy, including lessons learned and an evaluation of best practices and difficulties encountered in implementing the Project and strategy• The environment <p>(ix) Public relations issues</p> <p>(x) Analysis, comments and recommendations for key activities</p>				

	Deadline	Content	Format (paper/ electronic; oral/ written report)	Number of copies	Recipient	Language(s)/ to be translated
		(xi) Sustainability Plan: This section describes the approach to ensure the sustainability of the project’s achievements for the beneficiaries				

10.2 Financial Reports

Report Title	Submission Requirements	Content Requirements	Format (hard copy, electronic copy; oral or written report)	Number of Copies	Recipient	Language(s) / Document to Be Translated
Quarterly Financial Report	Within 30 days from the end of every quarter	The report must contain the following information: (a) Costs incurred during the reporting period (b) Interest earned on advances, if applicable (c) Year-to-date costs to the reporting date (amount and percentage) (d) Estimate of the costs required to complete the activities and achieve the planned outcomes under the Contract (e) Cost estimate for the next reporting period (f) Analysis of significant variances (+/- 10%)	Electronic copy	1	DFATD	French
Annual Financial Report	Within 30 days from the end of the fiscal year, along with the Quarterly Financial Report, the Semi-Annual Progress Report and the Annual Workplan	The Annual Financial Report provides a year-long overview of the Project and is closely tied to the Workplan and costing of activities. It provides the following information: (a) a comparison of planned and actual expenditures for the year just ending; (b) estimates for the coming fiscal year, that is, the projected cost of activities identified in the Annual Workplan.	Electronic copy	1	DFATD	French
Final Financial Report	Within 30 days from the end of the Project’s activities	The Final Financial Report must present actual disbursements broken down by line item, compared to the basis of payment set out in the Contract.	Electronic copy	1	DFATD	French

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.

MANDATORY EVALUATION CRITERIA	

RATED EVALUATION CRITERIA	Score
Technical Component Definitions <ul style="list-style-type: none">a) The terms “at least” or “minimum” means the minimum expectation for a requirement. No points will be awarded if the expected minimum requirement is not demonstrated.b) “One year” means 150 working days over a 12-month period. One working day totals 7.5 hours.c) “Developing country” means a country eligible for development assistance, according to the Development Assistance Committee of the Organisation for Economic Co-operation and Development (DAC-OECD). (http://www.oecd.org/dac/stats/daclist).d) A Low-Income Country is a country with and annual Gross National Income per capita that is lower than US Dollars 1,035 per year (using the World Bank Atlas method), (http://data.worldbank.org/about/country-and-lending-groups)e) “Capacity building project” means the ways in which knowledge, experience, and technical and management capacity are developed within an organization structure, mostly by providing technical assistance, short-/long-term training and the contributions of specialists. The process may involve human, material and financial resources development (http://stats.oecd.org/glossary/detail.asp?ID=5103).f) An “integrated project” means generally, and more specifically for requirements 1 and 2, a project in which the information technology component (ITMS delivery, configuration and management) must have been implemented at the same time as a management consulting component (policy development, training, procurement, re-engineering / restructuring and communications), without both components having necessarily been implemented by the same entity.g) “Project Manager” means a person with experience in managing or supervising an international assistance project, including financial and human resources management and giving strategic direction for the Project’s implementation.h) “Integrated taxation management systems (ITMSs)” means computerized solutions that automate all or some of the transactional functions that a government revenue agency typically handles, and belong to the commercial-off-the-shelf (COTS) family of pre-designed, commercial software programs.i) “Unique tax identification number (UTIN)” means a number assigned to each taxpayer that allows users to link all transactions for all tax types applicable to a taxpayer’s account. Government tax officers use UTINs to retrieve all key information or transactional data for a taxpayer that relates to a tax type or taxation period. UTINs are used as primary search keys and allow automated	

searches in any tax function. j) “West and Central Africa” means the following countries: Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Côte d’Ivoire, Democratic Republic of the Congo, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Mauritania, Niger, Nigeria, São Tomé and Príncipe, Senegal, Sierra Leone, and Togo. (Note that this definition applies wherever the term “West and Central Africa” is used in the evaluation sheet).	
Bidder’s Experience In this category: Projects will be considered only if assignments are completed, or at least 75 percent completed in terms of duration, including extensions. If the proposal includes more projects than the number stipulated in the criteria, DFATD will consider only the specified number in the order presented. The number of pages is limited to three (3) per project. If there are a greater number of pages, DFATD will consider only the first three (3) pages.	180
Requirement #1 – Experience in designing and implementing a similar project to provide services related to the delivery, configuration and management of an integrated taxation management system (ITMS) within an integrated project to modernize a national (not provincial) tax Administration (up to 90 points). Using Form TECH-4, Bidder’s Experience, the Bidder should submit one (1) project demonstrating the firm’s experience in designing and implementing projects relating to the delivery, configuration and management of an integrated taxation management system (ITMS) , within 10 years prior to the closing date of the Request for Proposals (RFP). For this criterion, 1.1 “Similar scope” means: a. The total value of the project is at least \$5 million. Full points will be awarded for a project valued at \$10 million or more (up to 8 points). b. The duration of the project is at least three (3) years. Full points will be awarded for six (6) years or more (up to 8 points). c. The project involves the implementation of information technology (delivery and implementation of an integrated taxation management system (ITMS)) within a larger, integrated tax Administration modernization project to improve tax collection (1 point for each tax automated, up to 5 points). d. The IT component is implemented at the same time as a management consulting component (policy development, training, procurement, re-engineering / restructuring and communications), which may have been implemented by another entity (5 points) e. The project is carried out in a developing country, preferably in a low-income country. Full points will be awarded if the project is carried out in a country of West and Central Africa (up to 10 points). 1.2 “Similar complexity” means: a. Using a multi-service approach that integrates various activities relating to installing information technology (diagnosis, needs identification, implementation and system sustainability). The Bidder should clearly detail all phases completed to achieve the outcome of an operational system. In this context, “clearly detail” means making it possible to understand the activities that the bidder implemented during these four phases to install the software successfully (up to 20 points). b. Geographic scope and number of interfaces: The Bidder presents an experience of an IMTS implementation beyond the Headquarters of the tax Administration, consequently in geographic / regional offices (2 points for each geographic / régional office, maximum 4 points). The Bidder will also mention the number of institutions (for instance: Directorate of Customs Duties, Treasury Directorate, Budget Directorate, and so on) with which the Tax Administration had interfaces after the implementation of the ITMS (1 point for each institution, maximum 4 points). c. Types of stakeholders: Participation of at least two (2) of the following stakeholders: government ministries, donors, private-sector institutions, civil	90

<p>society, local communities (full points for 4 types, up to 8 points).</p> <p>1.3 Points will be awarded for a project that includes at least one (1) person in a core position who is involved in the project in question, and is also identified among the personnel proposed by the Bidder for the current project (6 points).</p> <p>1.4 The Bidder should describe how it used results-based management (RBM) tools (up to 3 points for identifying these tools) and applied them in carrying out its assignment (up to 3 points) (for a possible total of 6 points).</p> <p>1.5 Bidders should describe a promising strategy for change that focuses on the integration of gender equality (3 points), and the implementation and monitoring of this strategy (3 points) (for a possible total of 6 points).</p> <p>Where the project described was executed by a consortium or joint venture, the Bidder should clearly specify which member of the consortium or joint venture was responsible for executing the projects relating to the delivery, configuration and management of an ITMS. The criterion will be used solely to evaluate the experience of the member who, based on the proposed methodology, will be responsible for the implementation of the projects relating to the delivery, configuration and management of an ITMS. The experience of other members of the consortium will not be considered.</p>	
<p>Requirement #2 – Experience in designing and implementing a project to provide management consulting services (policy development, training, procurement, re-engineering/restructuring and communications) within an integrated project to modernize a national (not provincial) tax Administration (up to 90 points).</p> <p>Using Form TECH-4, Bidder’s Experience, the Bidder should describe one (1) additional project, not used to meet Requirement #1 above, to demonstrate its corporate experience in the provision of management consulting services (policy development, training, procurement, re-engineering/restructuring and communications) in modernizing a national (not provincial) tax Administration. The project should have been implemented based on a multi-service approach including technical assistance components and components relating to the implementation of a modern taxation system. The project should have been implemented within 10 years prior to the closing date of the Request for Proposals (RFP), and of similar scope and complexity.</p> <p>2.1 “Similar scope” means (up to 40 points):</p> <ul style="list-style-type: none">a) Consulting activities were carried out in the following areas: policy development, training, procurement, re-engineering/restructuring and communications (up to 10 points).b) Activities were carried out to modernize a national tax Administration (1 point for each activity implemented to modernize a tax Administration system, up to 10 points). <p>In its response to criterion b, the Bidder should clearly detail all activities covered to successfully modernize a tax Administration. “Clearly detail” means making it possible to understand the activities that the Bidder implemented in each area in question.</p> <ul style="list-style-type: none">c) Activities were implemented at the same time with an information technology component, This component may have been implemented by another entity (up to 10 points)d) The project used a multi-service approach that included both generic institution-building activities and an information technology component, that is, the delivery, configuration and management of an integrated taxation management system (ITMS). Name five (5) success factors associated with this multi-service approach (up to 10 points). <p>2.2 Similar complexity means (up to 26 points):</p> <ul style="list-style-type: none">a) Projects with a value of at least \$5 million, with full points awarded for a project worth \$10 million or more, up to 8 pointsb) Projects spanning at least three (3) years; full points awarded for a project spanning five (5) years or more, up to 8 pointsc) Projects in a developing country, preferably a low-income country, ideally in West and Central Africa, up to 10 points <p>2.3 Points will be awarded for a project that includes at least one (1) person in a core position who is included among the personnel proposed by the Bidder for positions identified by DFATD (6 points).</p>	90

2.4 The Bidder should describe how it used results-based management (RBM) tools (up to 3 points for identifying these tools) and applied them in its assignment (up to 6 points) (for a possible total of 9 points).	
2.5 Three (3) points will be awarded if the Bidder has developed a promising strategy for change that focuses on the integration of gender equality, and six (6) points for its implementation and monitoring (for a possible total of 9 points).	
Sub-total	
Proposed Methodology	360
Requirement #3 – Strategy for risk management, sustainability, strengthening of gender equality and mitigation of human rights issues	88
3.1 Risk Management Strategy (up to 36 points) The Bidder should explain the impacts of the following risks (up to 6 points per risk, for a possible total of 18 points), and identify and explain a corresponding strategic mitigation measure for each risk, where “corresponding” means that the measure is closely related to the risk involved (up to 6 points for each mitigation measure, for a possible total of 18 points): <ul style="list-style-type: none">i. The ITMS is not in line with the current procedures of the Directorate General of Taxation and Lands (DGID).ii. Available project funding is not enough to cover the automation of all taxes that the DGID wishes to automate.iii. The information technology infrastructure and network available to the DGID are not sufficient to deploy the ITMS. Each risk and mitigation measure should consider local circumstances and the partners’ capacities.	
3.2 Sustainability Strategy (up to 30 points) The Bidder should describe its approach to ensure the sustainability of the project’s achievements for the beneficiaries. The description of the approach should consider the following: 3.2.1 Measures to be considered both within the DGID organization, that is, what is needed within the DGID (management, stakeholders, and so on), and by the Consultant to ensure the ongoing operation of the ITMS and the sustainability of administrative reforms after the Project is completed (2 points per measure, for a possible 20 points). 3.2.2 The Bidder should describe the technical maintenance and support that must be provided to keep the ITMS operational after ownership is transferred to the DGID. Considerations include service standards (on-site or remote) (should include a security review in the event of remote access) and various levels of support (front-line or higher level) (2 points for each aspect, for a possible 10 points).	
3.3 Strategy for Strengthening Gender Equality (for a possible total of 16 points) The Bidder should describe two (2) issues (up to 6 points) and two (2) strategies for strengthening gender equality as part of the Project (up to 10 points). The description of each issue will be evaluated based on identification of the issue and a description of the economic repercussions (that is, impact of tax policies on the status of women and women’s access to decision-making positions) and social repercussions (lower status than men, weight of customs and traditions, low levels of education, women’s access to ongoing training activities, and so on) for women in the Project. Each strategy for strengthening gender equality will be evaluated based on measures described for mitigating the identified economic and social repercussions of the issues.	
3.4 Strategy for Mitigating Human Rights Issues (up to 6 points) The Bidder should describe its approach to mitigating human rights issues identified in exercising its responsibilities. The number of pages is limited to three (3) for each project. If there is a greater number of pages, DFATD will consider only the first three (3) pages.	
Requirement #4 – Project Implementation Strategy (up to 54 points) The Bidder should outline the methodology that it plans to favour in implementing the Project, and that will satisfactorily address challenges and issues, as well as the planned	54

<p>approach to ensure the sustainability of expected results.</p> <p>4.1 Start-up mission – The Bidder should explain what it would do to plan a start-up mission (preparations for the mission and activities during the mission) (up to 6 points).</p> <p>4.2 Strategy for liaising with direct and indirect stakeholders (up to 6 points)</p> <p>The Bidder should describe its work method within the project structure described in Appendix A of the Terms of Reference. This method should identify the principal stakeholders with whom to collaborate, consult or coordinate during project implementation (municipalities, other directorates of the Ministry of Economy and Finance, commercial banks, other donors). It should also identify an appropriate frequency for meetings and contacts with DFATD, and should include a balancing of the priorities of different stakeholders.</p> <p>4.3 Integration of results-based management (RBM) principles (up to 12 points)</p> <p>The Bidder should describe a plan for integrating RBM principles in developing the Project Implementation Plan (PIP) and in project management. This plan will stress the use of RBM tools (up to 4 points for each tool described, for a possible 12 points).</p> <p>For this criterion, descriptions of tools will be evaluated based on proper use of the tool, where “proper use” means that the tool supports achievement of outputs that is both timely (2 points for each tool described) and cost-effective (2 points for each tool described).</p> <p>4.4 The Bidder should identify how it is going to apply the procurement principles of DFATD as described in Annex B of the Terms of Reference. (2 points for each application of principle, up to 10 points)</p> <p>4.5 The Bidder should provide a strategic approach identifying key success factors that will help ensure simultaneous, integrated implementation of the Project’s computer and management consulting components. The bidder should provide the rationale for each factor identified (up to 4 points for each factor: 2 points for each factor identified + 2 points for the rationale, for a possible total of 20 points).</p> <p>The number of pages is limited to five (5). If there is a greater number of pages, DFATD will consider only the first five (5) pages.</p>	
<p>Requirement #5 – ITMS Operational Requirements</p> <p>5.1 Using Form Tech-5A, ITMS Operational Function, the Bidder should demonstrate their ITMS’s operational functionalities by indicating the actions the proposed TMS permits for each of the components identified in Form, including examples and screen extracts from the proposed TMS to support the functionalities indicated. Points will be awarded based on the scores set out in the table below, for a total of 102 points. The information (examples and screen extracts) provided with this TECH will be used to score the evaluation criterion.</p> <ul style="list-style-type: none">• Registration• Processing of tax returns• Processing of payments• Monitoring of filers and non-filers• Taxpayer accounting• Online self-service• Security• Impact simulation• Data sharing/exchange• Assessment of risks of non-compliance• Compliance audit• Case management/appeals• Information and statistics management• Records management• Internal audit• Property information system (LTIS)• Flexibility <p>5.2 Using Form TECH-5B, Tax Types for ITMS Processing, the Bidder should identify the tax types that its ITMS is configured to process (2 points for each type, up to 26 points).</p>	128
<p>Requirement #6 – Project Cycle, ITMS Testing, and Data Migration to the ITMS</p>	90

<p>(up to 90 points)</p> <p>The Bidder should describe its method for implementing the project cycle, testing, and data migration to the ITMS.</p> <p>Each component will be evaluated as follows:</p> <p>6.1 Project cycle (up to 40 points)</p> <p>6.1.1 The Bidder should identify each phase of the ITMS implementation cycle (1 point for each phase, up to 8 points).</p> <p>6.1.2 For each relevant phase mentioned, the Bidder should describe (up to 4 points for the description of the phase concerned, up to 32 points) what it would do to ensure its feasibility, including methods that are feasible and cost-effective with existing resources.</p> <p>6.2 ITMS testing (up to 30 points)</p> <p>The Bidder should provide a description of the approach to be used to perform all ITMS and DGID network testing. The approach should outline three types of tests: (a) preliminary test to show changes to be made to the ITMS meet the tax administration requirements; (b) functionality tests to see if the ITMS and network meet the DGID’s technical and operational requirements; (c) monitoring of the computer infrastructure, specifically the network, to ensure that the ITMS is compatible with the information technology infrastructure of the tax Administration. Each type of test will be evaluated based on explanations of the ITMS testing process. The details of test descriptions will be evaluated (up to 10 points for each process, for a possible total of 30 points).</p> <p>6.3 Data migration (up to 20 points)</p> <p>6.3.1 The Bidder should describe the rationale for deciding on full/partial migration (and/or manual entry) of data from existing systems to the new ITMS, considering the existence of several systems, some with Oracle databases (2 points for each element, up to 10 points).</p> <p>6.3.2 The Bidder should also identify two challenges that it expects to face during this activity (2 points for each challenge identified, up to 4 points).</p> <p>6.3.3 The Bidder should also identify mitigation measures for these two challenges (up to 3 points for each mitigation measure identified, for a possible 6 points).</p> <p>The number of pages is limited to six (6). If there are a greater number of pages, DFATD will consider only the first six (6) pages.</p>	
Sub-total	
Proposed Personnel	260
<p>Requirement #7 – Project Director</p> <p>Using Form TECH-6A, "Curriculum Vitae for Proposed Personnel", the Bidder should provide the curriculum vitae (CV) of the proposed Project Director. The CV will be evaluated on the following bases:</p> <p>7.1 Education (up to 5 points)</p> <p>i. Level and relevance of education achieved (up to 4 points, non-cumulative)</p> <ul style="list-style-type: none">• Bachelor’s degree in one of the following fields: organizational development, commerce, public administration, or another field related to organizational/project management relevant to the PAARIB, (2 points)• Master’s degree in one of the following fields: organizational development, commerce, public administration, or another field related to organizational/project management relevant to the PAARIB, (4 points) <p>ii. Complementary training (courses, certification, diploma) within the past 10 years in any of the following areas (1 point):</p> <ul style="list-style-type: none">• Results-based management• Fiscal and revenue management/administration• Computer architecture• Software development• Project Management <p>7.2 Experience (up to 35 points)</p> <p>i. At least five (5) years of experience (full points for 10 years or more) in managing</p>	40

<p>computer system implementation projects as part of institutional modernization projects in a developing country for multi-year projects with a value of \$3 million or more. Only projects started after January 1, 2000, will be considered (up to 10 points).</p> <p>ii. At least two (2) years of work experience (full points for 10 years or more) on projects relating to an integrated taxation management system (ITMS) (up to 5 points)</p> <p>iii. At least five (5) years of experience in managing technical specialists in capacity building in developing countries, preferably low-income countries, ideally in a country of West and Central Africa (up to 5 points)</p> <p>iv. Experience in liaising, especially with the participation of multiple stakeholders such as governments, the private sector, civil society, local communities and donors (1 point for each type of stakeholder, up to 5 points)</p> <p>v. Experience in using performance-based management procedures, including results-based management (RBM) and risk management (1 point per assignment, up to 5 points)</p> <p>7.3 Points will be awarded for demonstrating experience in managing international development projects involving the modernization or strengthening of national (not provincial) Administrations responsible for collecting and managing tax revenues (1 point per year, up to 5 points).</p> <p>The number of pages is limited to four (4). If there is a greater number of pages, DFATD will consider only the first four (4) pages.</p>	
<p>Requirement #8 – Project Leader and Tax Specialist</p> <p>Using Form TECH-6A, "Curriculum Vitae for Proposed Personnel", the Bidder should provide the curriculum vitae (CV) of the proposed Project Leader and Tax Specialist. The CV will be evaluated on the following bases:</p> <p>8.1 Education (up to 15 points)</p> <p>i. Level and relevance of education achieved (up to 10 points, non-cumulative)</p> <ul style="list-style-type: none">• Bachelor’s degree in one of the following fields: organizational development, commerce, public administration, computer science, management information systems or another field related to organizational/project management or relevant to the PAARIB, such as economics or law (6 points)• Master’s degree in one of the following fields: organizational development, commerce, public administration, computer science, management information systems or another field related to organizational/project management or relevant to the PAARIB, such as economics or law (10 points) <p>ii. Complementary training (courses, certification, diploma) within the past 10 years in any of the following areas (5 points):</p> <ul style="list-style-type: none">• Results-based management• Fiscal and revenue management/administration• Software development• Computer architecture• Procurement <p>8.2 Experience (up to 65 points)</p> <p>i. At least five (5) years of experience (full points for 10 years or more) in managing projects involving the implementation of integrated taxation management systems (ITMSs) as part of integrated projects related to modernizing or strengthening national (not provincial) tax Administrations. All of the projects considered should also involve management consulting activities (training, procurement, re-engineering/restructuring and communications). These projects should have been executed in a developing country for multi-year projects with a value of \$3 million or more. Only projects started after January 1, 2000, will be considered (up to 15 points).</p> <p>ii. At least five (5) years of experience in managing technical specialists in capacity building in developing countries, preferably in low-income countries, ideally in a country of West and Central Africa (up to 10 points)</p> <p>iii. Experience in managing resource banks for at least one year (full points for five years or more, up to 5 points) including at least five disciplines, of which ideally two disciplines directly related to taxation (up to 5 points), (for a maximum total</p>	80

<p>of 10 points)</p> <p>iv. Experience in procurement (procurement planning, procurement, procurement logistics and procurement reporting) in an international development project (2 points per year, up to 10 points)</p> <p>v. Experience in liaising, especially with the participation of multiple stakeholders such as governments, the private sector, civil society, local communities and donors (2 points for each type of stakeholder, up to 10 points)</p> <p>vi. Experience in using performance-based management procedures, including results-based management (RBM) and risk management (1 point per year, up to 5 points)</p> <p>vii. Experience in implementing strategies for strengthening gender equality (1 point for each assignment, up to 5 points)</p> <p>The number of pages is limited to four (4). If there are a greater number of pages, DFATD will consider only the first four (4) pages.</p>	
<p>Requirement #9 – Information Technology Advisor</p> <p>Using Form TECH-6A, “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the curriculum vitae (CV) of the proposed Information Technology Advisor. The CV will be evaluated on the following bases:</p> <p>9.1. Education (up to 15 points)</p> <p>i. Level and relevance of education achieved (up to 10 points, non-cumulative)</p> <ul style="list-style-type: none">• Bachelor’s degree in one of the following fields: computer science, software engineering or related disciplines (6 points)• Master’s degree in one of the following fields: computer science, software engineering or related disciplines (10 points) <p>ii. Relevant additional training (courses, certification, diploma) within the past 10 years in any of the following ITMS-related fields (5 points):</p> <ul style="list-style-type: none">• E-business• Information technology• Information systems• Project management <p>9.2 Experience (up to 55 points)</p> <p>i. At least five (5) years of experience (full points for eight (8) years) in defining the requirements or planning the implementation of an integrated taxation management system (ITMS) in a national (not provincial) tax Administration (up to 10 points)</p> <p>ii. At least five (5) years of experience (full points for eight (8) years) in ITMS configuration and installation (up to 15 points):</p> <p>iii. At least five (5) years of experience (full points for eight (8) years) in producing for an ITMS (up to 10 points) :</p> <ul style="list-style-type: none">• acceptance tests (up to 3 points)• training plans (up to 2 points)• course material (up to 3 points)• sustainability plans (up to 2 points) <p>iv. At least five (5) years of experience (full points for eight (8) years) in supervising and working with local technical professionals specializing in ITMS development and implementation, such as software engineers, hardware engineers, technicians, systems designers and other critical specialists (safety, security, graphic design, and so on) (up to 10 points)</p> <p>vi. At least five (5) years of experience acquired in a project implemented in a developing country, preferably in a low-income country, ideally in a country of West and Central Africa (up to 10 points)</p> <p>The number of pages is limited to four (4). If there is a greater number of pages, DFATD will consider only the first four (4) pages.</p>	70
<p>Requirement #10 – Organization, Methods and Results-Based Management Advisor</p> <p>Using Form TECH-6A, “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the curriculum vitae (CV) of the proposed Organization, Methods and Results-Based Management Advisor. The CV will be evaluated on the following bases:</p>	30

<p>10.1. Education (up to 5 points)</p> <p>ii. Level and relevance of education achieved (up to 4 points, non-cumulative):</p> <ul style="list-style-type: none">• Bachelor’s degree in one of the following fields: administration, public administration, commerce, human resources, industrial relations, industrial engineering or another field specifically related to work organization or to organizational and/or project management (2 points)• Master’s degree in one of the following fields: administration, public administration, commerce, human resources, industrial relations, industrial engineering or another field specifically related to work organization or to organizational and/or project management (4 points) <p>ii. Relevant additional training (courses, certification, diploma) within the past 10 years in any of the following ITMS-related fields (1 point):</p> <ul style="list-style-type: none">• Results-based management• Information systems• Project management <p>10.2 Experience (up to 25 points)</p> <p>i. Experience in using performance-based management procedures, including results-based management (RBM) and risk management (1 point per year, up to 5 points)</p> <p>ii. Experience in developing organizational diagnosis and in process optimization interventions (1 point per year, up to 5 points)</p> <p>iii. Experience in consulting support (such as technical consulting support, coaching, change management) for a manager responsible for work organization in a private- or public-sector organization (1 point per year, up to 5 points)</p> <p>iv. Experience in organizing activities promoting the integration of gender equality (1 point for each assignment, up to 5 points)</p> <p>v. At least five (5) years of experience acquired in a project implemented in a developing country, preferably in a low-income country, ideally in a country of West and Central Africa (up to 5 points)</p> <p>The number of pages is limited to four (4). If there is a greater number of pages, DFATD will consider only the first four (4) pages.</p>	
<p>Requirement #11 – Human Resources Knowledge and Skill Development Advisor</p> <p>Using Form TECH-6A, “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the curriculum vitae (CV) of the proposed Human Resources Knowledge and Skill Development Advisor. The CV will be evaluated on the following bases:</p> <p>11.1. Education (up to 10 points)</p> <p>iii. Level and relevance of education achieved (up to 7 points, non-cumulative)</p> <ul style="list-style-type: none">• Bachelor’s degree in one of the following fields: education, adult education, education technology, human resources, administration/commerce or another field related to capacity building of organizational staff, or to training, teaching and education in the workplace (4 points)• Master’s degree in one of the following fields: education, adult education, education technology, human resources, administration/commerce or another field related to capacity building of organizational staff, or to training, teaching and education in the workplace (7 points) <p>ii. Relevant additional training (courses, certification, diploma) within the past 10 years in any of the following ITMS-related fields (3 points):</p> <ul style="list-style-type: none">• E-business• Information technology• Information systems <p>11.2 Experience (up to 30 points)</p> <p>i. At least five (5) years of experience in developing the expertise and skills of human resources in a public- or private-sector organization (full points for eight (8) years, up to 7 points) (3 additional points if the experience is in the field of taxation, for a possible total of 10 points)</p> <p>ii. Experience in planning, designing and implementing training programs to develop the human resources of a working organization (1 point per year, up to 5 points)</p>	40

iii. Experience in providing consulting support (technical consulting support, coaching) for a manager responsible for work organization in a private- or public-sector organization (1 point per year, up to 5 points)	
iv. Experience in co-ordinating specialists in delivering training (1 point for each assignment, up to 5 points)	
v. At least five (5) years of experience acquired in a project implemented in a developing country, preferably in a low-income country, ideally in a country of West and Central Africa (up to 5 points)	
The number of pages is limited to four (4). If there is a greater number of pages, DFATD will consider only the first four (4) pages.	
Sub-total	
Total Technical Component	800
Passing Mark	480
Financial Component	
Proposed Cost	
Total – Adjusted technical Score	

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

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

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CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

Department of Foreign Affairs, Trade and Development
[DFATD]

and

<Name of the Consultant>

<Address of the Consultant>

in relation to

<Name of the Project>

A. Contract

TIME-BASED

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

OR

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

The following form an integral part of this Contract:

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

Annex A:	Basis of Payment	
Annex B:	Terms of Reference	
Annex C:	Security Requirements Check List	<i>[Not used]</i>

I. General Conditions of Contract

1. GENERAL PROVISIONS

- 1.1
Definitions

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

“Applicable Taxes” means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b)

“Approved Financial Institution” means:

(i)

any corporation or institution that is a member of the Canadian Payments Association;

(ii)

a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;

(iii)

a credit union as defined in paragraph 137(6) b) of the Canadian *Income Tax Act*;

(iv)

a Canadian corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or

(v)

the Canada Post Corporation.
- (c)

“Canada” means Her Majesty the Queen in right of Canada as represented by the Minister of International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;
- (d)

“DFATD Representative” means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (e)

“Consultant” means the person or entity or, in the case of a consortium or joint venture, the Members whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (f)

“Contract” means the written agreement between the Parties, which includes these GCs, and SCs, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (g)

“Contracting Authority” means the DFATD Representative responsible for the administration of the Contract. The Contracting Authority is the only authority to sign contract amendments. The Contracting Authority for this Contract is specified in the SC.
- (h)

“Contractor” means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific Services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual. The Contractor is not part of the Personnel.
- (i)

“Day” means calendar day, unless otherwise specified.
- (j)

“Designated Organizational Screening (DSO)” means an administrative determination by DFATD or the Public Works and Government Services Canada that an organization is eligible, from a security point of view, to access information and assets of the same or lower protection/classification level as the screening/clearance granted.
- (k)

“Fees” mean an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (l)

“GC” means these General Conditions of Contract.
- (m)

“Irrevocable Standby Letter of Credit (ISLC)” means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:

(i)

any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;

- (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified; and
 - (iv) on sight, on first request by DFATD to the bank and without question.
- (n) **“Licensed Professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other profession.
- (o) **“Local Support Staff”** means, unless otherwise specified in the SC, the following positions in the Recipient Country:
 - (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard; or
 - (iv) Gardener.
- (p) **“Member”** means any of the persons or entities that make up a consortium or joint venture and **“Members”** means all these persons or entities.
- (q) **“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.
- (r) **“Minister”** means the Canadian Minister of International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (s) **“National Joint Council Travel Directive and Special Travel Authorities”** means the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (t) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (u) **“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.
- (v) **“Protected Information”** is information related to other than the national interest that may qualify for an exemption or exclusion under the *Access to Information Act* (R.S.C., 1985, c. A-1) or the *Privacy Act* (R.S.C., 1985, c. P-21), and the compromise of which would reasonably be expected to cause injury to a non-national interest.

Protection levels apply to Protected Information and are determined using injury levels and assessment criteria specified for non-national interests. The protection levels and assessment criteria are:
 - **Protected A** applies to information, the unauthorized disclosure of which could reasonably be expected to cause injury to non-national interests. **Examples:** Date of birth, home addresses, telephone number, curriculum vitae
 - **Protected B** applies to information, the unauthorized disclosure of which could reasonably be expected to cause serious injury to non-national interests. **Examples:** SIN, performance, medical or psychiatric evaluations, criminal or financial information.
- (w) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
 - (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient

Country, and the Contract terms;

- (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (x) **“Recipient Country”** means the developing country designated by DFATD as a project owner/beneficiary as indicated in the SC.
- (y) **“Reimbursable Expenses”** means the out-of-pocket expenses which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (z) **“Reliability Status”** means the type of personnel screening that, on a need-to-know basis, is required for access to Protected Information/assets or secure sites.
- (aa) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (bb) **“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.
- (cc) **“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.
- (dd) **“Technical Authority”** means the DFATD Representative responsible for all matters concerning the technical requirements under the Contract. The Technical Authority for this Contract is specified in the SC.
- (ee) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
- (ff) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (gg) **“Travel Status”** means travel approved in writing by the Technical Authority directly related to the Services.

**1.2
Relationship
Between the
Parties**

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

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

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

**1.4
Headings
1.5
Priority of
Documents**

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

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

1.6 Notices

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

1.7 Location

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

1.8 Authority of Member in Charge

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

1.9 DFATD Authorities

- 1.9.1 Only the Contracting and Technical Authorities specified in the SC are authorized to take action or execute documents on behalf of DFATD under this Contract.

1.10 Successors and Assigns

- 1.10.1 The Contract will 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 the Contract.
- 1.11.2 If the Consultant does not comply with any certification included in its proposal, or if it is found that the Consultant has omitted to declare, prior to entering into this Contract or during the period of the Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to the GC 2.8, to terminate the Contract.
- 1.11.3 The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Human Resources and Skills Development Canada (HRSDC)-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 HRSDC will constitute the Consultant in default as per the terms of the Contract.

1.12 Conflict of Interest

- 1.12.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowledges that it will not be eligible to bid, either as a Consultant or as a Sub-consultant or a Contractor (including as an individual resource) or to assist any Third Party in bidding on any requirement relating to the work performed by the Consultant under this Contract. DFATD may reject any future proposal for which the Consultant would be the Bidder or may be otherwise involved in the proposal, either as a Sub-consultant or a Contractor, as an individual resource, or as someone (either itself or its employees) who may have advised or otherwise provided assistance to the Bidder.
- 1.12.2 The Consultant acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, (S.C. 2006, c. 9, s. 2), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- 1.12.3 The Consultant declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view of influencing the entry into the Contract or the administration of the Contract.
- 1.12.4 The Consultant must not influence, seek to influence or otherwise take part in a

decision of Canada knowing that the decision might further its private interest. The Consultant must have no financial interest in the business of a Third Party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Consultant must immediately declare it to the Contracting Authority.

- 1.12.5
- The Consultant warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event that the Consultant becomes aware of any matter that causes or is likely to cause a conflict in relation to the Consultant’s performance under the Contract, the Consultant must immediately disclose such matter to the Contracting Authority in writing.
- 1.12.6
- If the Contracting Authority is of the opinion that a conflict exists as a result of the Consultant’s disclosure or as a result of any other information brought to the Contracting Authority’s attention, the Contracting Authority may require the Consultant to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Consultant, its Personnel, or Contractors, which may or may appear to impair the ability of the Consultant to perform the Services diligently and independently.

1.13

Translation of Documentation

- 1.13.1
- The Consultant agrees that DFATD may translate in the other official language any documentation delivered to DFATD by the Consultant that does not belong to DFATD under the GC 3.7 and 3.8. The Consultant acknowledges that DFATD owns the translation and that it is under no obligation to provide any translation to the Consultant. DFATD agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. DFATD acknowledges that the Consultant is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.14

Severability

- 1.14.1
- If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1

Effective date of Contract

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

2.2

Period of Contract

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

2.3

Amendment and Waiver

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

2.4

Contract Approvals

- 2.4.1
- Acceptance of Plans and Reports

The Consultant will provide the Technical Authority with the plans and reports detailed in Annex B, Terms of Reference, for approval within the established timeframe.
- 2.4.2
- Delays Related to Approval
- (a)
- The Technical Authority may request modifications to the plans and reports, Contract Change Forms or Project Change Forms through a notice as described in the GC 1.6.

- (b)
- If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within 20 working days.

Contract Change Form

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

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

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

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

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

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

Project Change Form and Annual Work plan

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

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

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

2.5 Time of the essence
2.6 Excusable Delay

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

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

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

will be considered an “Excusable Delay” if the Consultant advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Consultant becomes aware of it. The Consultant must also advise the Technical Authority, within 20 working days, of all the circumstances relating to the delay. The Consultant must use all reasonable efforts to mitigate any effect, commercial or other, resulting from the event causing the delay. Within the same delay of 20 working days, the Consultant must also provide to the Technical Authority, for approval, a clear work around plan explaining in detail the steps that

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

- 2.6.2
- Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 2.6.3
- However, if an Excusable Delay has continued for 3 months, the Contracting Authority may, by giving notice in writing to the Consultant:
- a)
- suspend the Services or part of the Services for up to 180 Days in accordance with the GC 2.7 below; or
- b)
- terminate the Contract for convenience in whole or in part as per the GC 2.9.

- 2.6.4
- a)
- During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include but are not limited to Fees and costs for the Personnel on long-term assignment in the Recipient Country and Reimbursable Expenses such as expenses of the local office (electricity, rent, etc.) and any other costs mutually agreed to by both Parties;
- b)
- In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.7.2;
- c)
- In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.9.2, 2.9.3 and 2.9.4.

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

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

2.7 Suspension of Services

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

2.8 Termination due to default of Consultant

- 2.8.1
- Except in situations identified in the GC 2.6.1, if the Consultant is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice.
- 2.8.2
- If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent

permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.

- 2.8.3 If DFATD gives notice under the GC 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under GC 2.8. The Consultant will be liable to DFATD for all losses and damages suffered by DFATD because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by DFATD in procuring the Services from another source. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.
- 2.8.4 Upon termination of the Contract under this GC 2.8, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such case, subject to the deduction of any claim that DFATD may have against the Consultant arising under the Contract or out of the termination, DFATD will pay or credit to the Consultant:
- (a) the value of the Fees and costs for Personnel on long-term assignment for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;
 - (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted by DFATD prior to the date of the termination notice; and
 - (c) any other allowable Reimbursable Expenses that DFATD considers reasonable in respect to anything else delivered to and accepted by DFATD.

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

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

**2.9
Termination for
Convenience**

- 2.9.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 2.9.2 If a termination notice is given pursuant to the GC 2.9.1, the Consultant will be entitled to be paid for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by DFATD. The Consultant will be paid:
- (a) Fees and costs for Personnel on long-term assignment for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
 - (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted prior to the date of the termination notice; and
 - (c) all costs DFATD considers reasonable incidental to the termination of the Services incurred by the Consultant excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.
- 2.9.3 DFATD may reduce the payment in respect of any part of the Services, if upon verification it does not meet the requirements of the Contract.
- 2.9.4 Upon termination of the Contract under this GC 2.9, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the

Consultant has acquired or produced specifically to perform the Contract. The total of the amounts to which the Consultant is entitled to be paid under this GC 2.9, together with any amounts paid, due or becoming due to the Consultant must not exceed the Contract price. The Consultant will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by DFATD under this GC 2.9 except to the extent that this GC 2.9 expressly provides. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.

2.10
Cessation of Rights and Obligations

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

(b) the obligation of confidentiality set forth in the GC 3.2;

(c) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in the GC 3.5; and

(d) any right which a Party may have under the law governing the contract as specified in 1.3.1.

2.11
Assignment of Contract

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

3. OBLIGATIONS OF THE CONSULTANT

3.1
General Standard of Performance

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

Warranty by Consultant

- 3.1.2
- (a) In line with fundamental principles of human rights that are embedded in the [*Canadian Charter of Rights and Freedoms*](#), DFATD prohibits discrimination based 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 with 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.
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- (d) The Services must not be performed by any person who, in the opinion of DFATD, is incompetent, unsuitable or has been conducting himself/herself improperly.
- (e) All Services rendered under the Contract must, at the time of acceptance, conform to the requirements of the Contract. If the Consultant is required to correct or replace the Services or any part of the Services, it must be at no cost to DFATD.

Evaluation of Performance

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

3.2 Confidentiality and privacy

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

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

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

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

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

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

3.3 Insurance to Be Acquired by the Consultant

Insurance Specified by DFATD

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

Additional Insurance

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

Insurance Certificates

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

Litigation

3.3.4 In the event that DFATD is enjoined in any litigation arising from any claims, the Consultant must, within 10 Days of a request from DFATD, provide certified true

copies of all applicable insurance policies to the Contracting Authority.

No Waiver

3.3.5

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

3.4
Security
Requirement

3.4.1

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

Consultant’s
Responsibility to
safety and
protection of
Personnel and
Sub-consultants

3.4.2

Obligations Related to Security

- (a)

The Consultant is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for their security.
- (b)

The Consultant recognizes that work involved in this project could expose it and its Personnel to serious risks of injury and/or death.
- (c)

The Consultant is responsible to fully and openly disclose to its Personnel the inherent risks of the project.
- (d)

The Consultant is also responsible to keep itself and its Personnel informed of any “Travel Reports & Warnings” issued by the Canadian Department of Foreign Affairs, Trade and Development.

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

3.4.3

Security Measures

- (a)

Except for Afghanistan contracts, it is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. If the Consultant determines that a security plan is necessary, the Consultant will develop, adapt and implement a security plan based on international best practices in this area, taking the following into consideration:

i.

Security related issues and challenges in general, and within the project area;

ii.

Local customs, laws and regulations;

iii.

Restrictions and protocols for movement in the project area, where applicable;

iv.

Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required;

v.

Security and Personnel safety protocols (guards, office, staff housing, the project area, etc.);

vi.

Evacuation, including emergency medical evacuation, procedures;

vii.

Abduction/Missing person protocol(s); and

viii.

Processes for security awareness updates, as required.
- (b)

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

For all contracts:

- (c)

The Consultant should also put in place for itself and its Personnel, but not limited to, the following:

i.

Hospitalization and medical treatment arrangements;

ii.

Mortuary affairs arrangements;

iii.

Procedures for expected conduct and discipline;

iv.

Health and safety protocols as well as insurance requirements; and

v.

Critical incident management procedures, which should be in accordance with the Consultant’s internal policies and harmonized, where practicable, with the Canadian Embassy consular procedures.

3.4.4

Personnel

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

- a)

all individuals involved in the project under an employment contract with the Consultant;
- b)

all individuals not included in the GC 3.4.4(a) who are authorized by the Consultant to be involved in the project, including, but not limited to, volunteers and interns; and
- c)

each family member, if applicable, of:

- i. the Consultant, and
- ii. each individual included in the GC 3.4.4(a) and (b).

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

3.4.5 Sub-consultants and Contractors

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

**3.5
Initial Visit and
Audit**

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

**3.6
Authorization to
Continue**

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

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

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

Definition

- (a) The following definitions apply to this GC.
- (b) “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*.
- (c) “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.
- (d) “moral rights” means right to the authorship and right to the integrity of the work which the author is recognized as having under the applicable national law.
- (e) “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.

- (f) "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.
- (g) "**Software**" means any work consisting of a computer program in object code or source code, including the set of instructions or statements in the form of letters, numbers, signs, diagrams, pictograms, models, processes, comments or other statements used to document the design, conceptualization or creation of the software, and the written material, images and sounds, visible or audible to the user, that are included in the software at the time of the design, conceptualization or creation, whether or not they can be dissociated from the software and includes the computer database, the microcomputer software, the set of instructions or statements resulting from the selection or arrangement of instructions or statements expressed, fixed, embodied or stored in a commercially available computer program or any computer program created under new or future technologies, whether or not protected under a national law.
- (h) "**Computer program**" means a set of instructions or statements expressed, fixed, embodied or stored in any manner, that is intended to be used directly or indirectly in a computer in order to bring about a particular result.
- (i) "**Microcomputer software**" means any computer program expressed, fixed, embodied or stored in integrated circuits or read-only memory (ROM), or any similar medium.

**Licenses and
Assignments**

Beneficiaries of the assistance project

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

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

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

3.7.2 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

3.7.3 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).

3.7.4 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.

Beneficiaries of the assistance project - Licence for software used under the contract

3.7.5 In consideration of the price of its services under the contract, for any software used 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, limited to any computer system held, leased or operated by the designated beneficiary, authorizing the designated beneficiary:

- a) to use and reproduce the software for its needs or those of any department, portion of the core public administration or corporation (collectively "department"), regardless of the number of computers and users, provided that the designated beneficiary or the department does not rent, loan or sell the software and does not do any other act of exploitation with regard to the software;
- b) to do, directly or through another person, any act to adjust, modify or adapt the software for its needs or those of the department, subject to the following terms and conditions:
 - i) the designated beneficiary shall exploit rights in adjustments, modifications and adaptations only for the software adjusted, modified or adapted, and within the limitations of the licence stipulated in this section; and
 - ii) the person selected to adjust, modify or adapt the software shall waive, in writing, the exploitation of rights in the adjustments, modifications and adaptations, except where this person owns rights in the software.

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, 3.7.3, 3.7.4 and 3.7.5.

Moral rights

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

Ownership symbol and public recognition

3.7.8 The Consultant must ensure that:

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

assigned to Her Majesty, must indicate DFATD’s support for their creation as described in paragraph 3.12 of GC.

Transfer of Obligations

3.7.9 Transfer of Obligations to Employed Creators

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

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

Description of works

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

Copies to be delivered

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

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

3.7.13 Certification regarding Clearance of Rights

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

3.7.14 Warranty regarding Non Infringement of Rights

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

3.7.15 Certification of Compliance

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

**3.8
Intellectual
Property
Infringement and
Royalties**

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

Attorney General of Canada.

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

DFATD modified the work or part of the work without the Consultant’s consent or used the work or part of the work without following a requirement of the Contract; or
- (ii)

the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
- (iii)

the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: “[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [the Consultant name] or DFATD, will defend both [the Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement.” Obtaining this protection from the supplier is the Consultant’s responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.
- 3.8.3
- If anyone claims that, as a result of the work, the Consultant or DFATD is infringing its intellectual property rights, the Consultant will immediately do one of the following:
- (a)

take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
- (b)

modify or replace the work to avoid intellectual property infringement, while ensuring that the work continues to meet all the requirements of the Contract; or
- (c)

refund any part of the Contract price that DFATD has already paid.

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

3.9

Liability

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

3.10

Equipment,
Vehicles and
Materials
Furnished by
DFATD

- 3.10.1
- (a)

Equipment, vehicles and materials made available to the Consultant by DFATD must be used by the Consultant solely for the purpose of the Contract and will remain the property of DFATD. The Consultant must maintain adequate accounting records of all equipment, vehicles and materials furnished by DFATD and, whenever feasible, mark it as being the property of DFATD.
- (b)

The Consultant must take reasonable and proper care of all equipment, vehicles and materials furnished by DFATD while it is in its possession or subject to its control. The Consultant is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by force majeure, ordinary wear and tear.
- (c)

At the time of submission of the final report, the Consultant must provide to DFATD an inventory of and return to DFATD all equipment, vehicles and materials furnished by DFATD relating to the Contract.

Equipment,
Vehicles and
Materials,

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

**Services or Assets
Purchased by the
Consultant**

adhering to the following principles:

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

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

3.10.3 Equipment, vehicles and materials purchased by the Consultant wholly or partly with funds provided by DFATD will be the property of the Consultant and will be marked accordingly by the Consultant for the period of the Contract.

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

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

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

**3.12
Public
recognition**

To make Canadians and populations of the 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.

**3.13
International
sanctions**

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

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

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

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

3.13.5 The Consultant, its Personnel, Local Support Staff and Contractors must comply with changes to the regulations imposed during the period of the contract. The Consultant must immediately advise DFATD if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a

good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with the GC 2.9.

**3.14
Managing for
Results**

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

4. CONSULTANTS’ PERSONNEL

**4.1
General**

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

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

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

**4.3
Language
Requirements**

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

**4.4
Replacement of
Personnel
*New Position,
Changes in
Position
Description or
Level of an
Existing Position
or initial staffing
of existing
position*

*Existing Position
-Replacement of
Personnel***

- 4.4.1 The Consultant may propose a new position or a change to the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification, as well as a rate justification for the request using a Contract Change Form.
- 4.4.2 Where applicable, a Project Change Form must be used by the Consultant to propose an individual for an existing position that was not previously staffed. The Consultant must submit the curriculum vitae of the proposed individual to DFATD for its approval.
- 4.4.3 The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant’s performance of the Services under the Contract will not be affected. For the purpose of this GC 4.4.3, the following reasons are considered as beyond the Consultant’s control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD’s request and will be verified and considered for acceptance at DFATD’s sole discretion. If such a replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual using a Project Change Form as indicated

in the GC 2.4.4. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualifications than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated in accordance with the GC 2.4.3.

- 4.4.4

Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).
- 4.5

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

4.6.1

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

4.6.2

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

4.6.3

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

5. OBLIGATIONS OF DFATD

- 5.1

5.1.1

Annex B, Terms of Reference, indicates what goods and services will be provided by the Recipient Country, if any. If the Recipient Country does not make available the specified goods and services, the Consultant must inform DFATD as soon as possible. DFATD and the Consultant will then consider what measures to take in order to remedy the situation.
- 5.2

5.2.1

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

6. PAYMENTS TO THE CONSULTANT

- 6.1

6.1.1

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

6.1.2

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

6.1.3

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

6.1.4

The Consultant must promptly notify the Technical Authority in writing as to the

adequacy of the amount mentioned in the GC 6.1.1 when:

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

whichever comes first.

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

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

Taxes

6.1.6 Applicable Taxes

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

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

6.1.8 Applicable Taxes included in the cost of Services

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

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

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

6.1.10 Tax Withholding

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

6.2
Basis of Payment

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

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

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

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

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

- a) For the Personnel based in the Consultant's or Personnel's home country or on short-term assignment in the Recipient Country (less than 12 consecutive months), Fees for the portion of time directly related to the performance of the Services, inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC up to 5 Days per week in the Consultant's or Personnel's home country and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
- b) For the Personnel on long-term assignment in the Recipient Country (12 consecutive months or more), Fees for the portion of time directly related to the performance of the Services, inclusive of all mark-ups, including paid and time-off benefits, overhead and profit. The time chargeable is limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.

6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed for Travel Status will be determined and approved by DFATD on the basis of the points of origin and destination.

6.2.5 For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more):

6.2.5.1 a monthly rate per year inclusive of housing; basic utilities; and other expenses;

6.2.5.2 the total cost of relocation including a firm cost for mobilization and demobilization.

6.2.6 If specified in the SC, the Consultant may apply an administrative mark-up on Fees of Sub-consultants and costs of Contractors as detailed in the SC.

6.2.7 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses:

- (a) Travel expenses: the cost of travel while on Travel Status and the cost of other transportation will be reimbursed but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at

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

and

<http://www.tbs-sct.gc.ca>:

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

**6.3
Provisions for
Multi-year
Contracts**

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

**6.4
Currency of
Payment**

- 6.4.1 Payments by DFATD to the Consultant will be made in Canadian dollars.
- 6.4.2 Payments by the Consultant to its Personnel who is a citizen or permanent resident of the Recipient Country, Local Support Staff and local Contractor(s) may be in the local currency.
- 6.4.3 Expenses incurred by the Consultant not in Canadian dollars must be invoiced to DFATD in Canadian dollars using the exchange rate given by the Bank of America on the invoice date of the reimbursement request to DFATD. Any foreign exchange risks that may be associated with the payments to the Consultant by DFATD under this Contract is the sole responsibility of the Consultant.

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

- 6.5.1 Irrevocable Standby Letter of Credit (ISLC) is used for the following purposes:
- (a) To cover advances, if permitted
- If the SC permits advance payments to the Consultant under the Contract, no advance must be made until the Consultant or any Member provides DFATD with an ISLC acceptable to DFATD in the amount of the advance. An ISLC must be in place before any advance is made and must remain in effect until the entire advance payment has been liquidated.
- (b) To guarantee the Consultant's performance.
- Within 28 Days of the signature of the Contract the Consultant or any Member must furnish the performance security as specified in the SC.
- 6.5.2 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.
- 6.5.3 An ISLC must be in Canadian dollars.
- 6.5.4 Any ISLC and amendments to an ISLC submitted by the Consultant must be sent to: Department of Foreign Affairs, Trade and Development, **C/O Cashier's Office**, 9th Floor, 200 Promenade du Portage, Gatineau, QC, Canada, K1A 0G4. The ISLC itself must clearly include the following information:
- a) the Bank's reference number;
 - b) the Bank's name and address;
 - c) the date of issue;
 - d) the expiry date;
 - e) the name and address of the Consultant;
 - f) the name of the payee: Receiver General for Canada;
 - g) the Purchase order number;
 - h) the project name and number;
 - i) the Branch name;
 - j) the face amount of the letter of credit;
 - k) 'Payable in demand' or 'Payable at sight';
 - l) 'Redeemable upon approval of the Chief Financial Officer';
 - m) a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 660;
 - n) a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); and
 - o) a provision for the renewal of the letter of credit (where applicable).
- 6.5.5 All costs related to the issuance of the ISLC, maintenance and/or confirmation by the

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

6.6 Advances

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

6.7 Mode of Billing and Payment

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

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

Services at the Consultant’s expense.

- 6.8

Final Payment

6.8.1

When it has been established to DFATD’s satisfaction that the Consultant has performed, furnished or delivered all Services required under the Contract, and upon receipt of the certificate stating that all the Consultant’s financial obligations to the Personnel, Local Support Staff or Contractor(s) have been fully discharged, DFATD will pay the balance due against the Contract.
- 6.9

Right of Set-Off

6.9.1

Without restricting any right of set-off given or implied by law or by any provision of the Contract or any other agreement between DFATD and the Consultant, DFATD may set off against any amount payable to the Consultant by DFATD under the Contract or under any other contract. DFATD may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to DFATD by the Consultant which, by virtue of the right of set-off, may be retained by DFATD.
- 6.10

Interest on Overdue Accounts

6.10.1

In this GC:

(a)

“amount due and payable” means an amount payable by DFATD to the Consultant in accordance with the GC 6.2;

(b)

“overdue amount” means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.7.2 has been received by DFATD;

(c)

“date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

(d)

“bank rate” means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and

(e)

“due date” means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.7.2.

6.10.2

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

6.10.3

Interest will not be payable on advance payments.

6.10.4

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

6.11

Debts left in the Recipient Country

6.11.1

If the Consultant and/or a member of its Personnel and/or a Contractor(s) leave the Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Consultant and conferring with the Consultant in this matter, apply any money payable to the Consultant under the Contract toward the liquidation of the debt in question.
7. SETTLEMENT OF DISPUTES
- 7.1

Alternate dispute resolution

7.1.1

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties’ representatives authorized to settle (for DFATD, the Technical and Contracting Authorities). If the Parties do not agree within 10 working days, they may refer the matter to management (for DFATD the Director General responsible for the contract in question), who will pursue discussions to reach a settlement. If no settlement is reached within 10 working days, both Parties may agree to submit the disputes to mediation and to bear the cost equally. The Parties agree jointly to choose a mediator. The Parties will take part in the mediation process in good faith for 20 working days (or longer if the dispute is a complex one).
- 120

II. Special Conditions (SC) of Contract

Number of GC	Amendments of, and Supplements to, the General Conditions of the Contract
Definitions (g) and (dd) and 1.9	<div><div>Contracting Authority</div><div>The Contracting Authority for this Contract is: Program Director Burkina Faso and Benin Program Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Telephone: 343-XXX-XXXX Facsimile: 819-XXX-XXXX Email:</div><div>Technical Authority</div><div>The Technical Authority for this Contract is: Senior Development Officer Burkina Faso and Benin Program Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Telephone: 343-XXX-XXXX Facsimile: 819-XXX-XXXX Email:</div></div>
Definition (o)	For the purpose of this Contract, the following positions are also included as Local Support Staff: <i>[Insert details]</i>
Definition (x)	The Recipient Country is Benin
1.3.1	The law governing the contract is the law applicable in the province or territory of <i>[insert the province or territory]</i>
1.6.1	<div>The addresses are: DFATD : 200 Promenade du Portage Gatineau, Québec K1A 0G4 Attention : <i>[insert name of the Contracting Authority]</i> Facsimile : Attention : <i>[insert name of the Technical Authority]</i> Facsimile : Consultant (list all Members of a consortium or joint venture): Attention : Facsimile : </div>
1.8.1	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 on which the contract will expire] inclusive.</i>
3.3	1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence

	<p>costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none">(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. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from the Consultant's or Personnel's home country, and that they are physically capable of performing the assigned duties in that country. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> <p>4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none">(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.
3.4.1	<p>Security Requirement:</p> <p>N/A</p>
3.6.1	<p>Authorization to continue is applicable to this Contract:</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>The following plans and reports will be subject to the Authorization to Continue:</p> <p>Project Implementation Plan (PIP)</p>

3.12	<p>For Consultants NOT subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</p> <p>3.12.1 Announcement</p> <p>The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD’s approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.</p> <p>3.12.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share content with DFATD.</p> <p>3.12.3 Acknowledgement of Contribution</p> <p>The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:</p> <ul style="list-style-type: none">(a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as “The Government of Canada provides funding for this Project”;(b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials and advertising; and(c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it: <i>"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)";</i> <i>«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».</i> <p>3.12.4 Posting of Material</p> <p>The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating in English and French, that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.12.3 (c).</p> <p>3.12.5 Official Languages</p> <p>All public information materials issued jointly by DFATD and the Consultant must be in both of Canada’s official languages. DFATD will bear translation costs into the second official language.</p> <p>OR</p> <p>For Consultants who are subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</p> <p>3.12.1 Announcement</p> <p>The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD’s approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.</p> <p>3.12.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share</p>
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	<p>content with DFATD.</p> <p>3.12.3 Acknowledgement of Contribution</p> <p>The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:</p> <ul style="list-style-type: none">(a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as “The Government of Canada provides funding for this Project”;(b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials and advertising; and(c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it: <i>"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)";</i> <p><i>Or</i></p> <p><i>«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».</i></p> <p>3.12.4 Posting of Material</p> <p>The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.12.3 (c).</p> <p>3.12.5 Communications</p> <p>The text of all public information materials issued jointly by DFATD and the Consultant must be judged acceptable by both parties. DFATD will bear translation costs of all the public information materials produced for the purposes of the Project.</p>						
3.14.3	The Consultant must notify the Technical Authority within thirty (30) Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.						
4.2.1 and 6.2.3	Number of hours in a Day is 7.5.						
6.1.1	The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i> , Applicable Taxes extra.						
6.1.6	The estimated amount of Applicable Taxes is: <i>[insert amount]</i>						
6.2.6	<p>The administrative mark-up rate is: <i>[insert rate]</i></p> <p>This rate will be applied to Sub-consultants and Contractors added during the implementation of the project as follows:</p> <table><tr><th></th><th>Application of the rate</th></tr><tr><td>Sub-consultants assigned to the project</td><td>Fees invoiced by the Sub-consultants</td></tr><tr><td>Contractors</td><td>Costs invoiced by the Contractors</td></tr></table> <p>When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the Personnel as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						

6.2.7 (l)	<p>In addition to the listed Reimbursable Expenses in the GC 6.2.7, the following expenses will also be considered Reimbursable Expenses under the Contract:</p> <p>Integrated Tax Management System (ITMS) Renovation cost of the DGID training Centre</p>
6.5.1 (a) and 6.6.1	<p>Advance payment is permitted: <u>√</u> YES ___ NO</p> <p>The following provisions will apply to the advance payment and the advance payment guarantee:</p> <ul style="list-style-type: none"> (a) Subject to the GC 6.6, DFATD will make advance payments to the Consultant not exceeding <i>[insert amount]</i> in Canadian dollars to cover the following expenses: <ul style="list-style-type: none"> (i) Expenses associated with setting up a new local office in the Recipient Country; (ii) Long-term leases for offices; (iii) Procurement of manufactured equipment (project assets); (b) At no time can there be more than 2 outstanding advances and these must not exceed <i>[insert amount]</i> Canadian dollars. (c) The advance payment guarantee (ISLC) must equal the total outstanding advance payments in Canadian dollars.
6.5.1 (b)	<p>The performance security must be in the amount of 10 percent of the total contract amount as specified in GC 6.1.1 in the form of an ISLC acceptable to DFATD. Such ISLC must remain valid for 6 months after the completion of the Services.</p>
6.7.2	<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, monthly rates and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> a) Details of the time worked for each individual: the name, date, number of hours worked, and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request. b) Any relevant details of the costs for Personnel on long-term assignment as may be requested by DFATD. Proofs that the costs were actually incurred for the identified Personnel must be provided in a form acceptable to DFATD (e.g. boarding pass, lease, etc). c) Details of Reimbursable Expenses paid, including all information which supports the expenses. d) For expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, "detailed information" means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense. e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency. f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice. g) In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services, which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.

6.7.3	<p>All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: _____ <i>[insert address]</i></p> <p>and must indicate the following codes:</p> <p>Purchase order: <i>[insert number]</i></p> <p>WBS Element: <i>[insert number]</i></p> <p>GLAcct/ CC/ Fund: <i>[insert number]</i></p> <p>Vendor: <i>[insert number]</i></p> <p>Project number: <i>[insert number]</i></p>
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III. Annexes

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

ANNEX A – BASIS OF PAYMENT

Ref. Contract GC	PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEES, \$, PER YEAR								SUB-TOTAL ESTIMATED COST (\$)
		Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	
6.2.3 a)	Personnel based in the Consultant’s or Personnel’s home country or on short-term assignment in the Recipient Country									
	Position A									
	Position B									
	Position C									
6.2.3 b)	Personnel on long-term assignment in the Recipient Country (12 consecutive months or more)									
	Position D									
	Position E									
6.2.6 and 6.2.7 (k)	Additional Personnel and Contractors to be determined during project implementation									3, 968, 845
Sub-Total – Personnel FEES, \$										
Monthly rate, \$, per year										
		Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Sub-Total
6.2.5.1	Personnel on long-term assignment in the Recipient Country (12 consecutive months or more)									
	Position D									
	Position E									
		Mobilization			Demobilization				Sub-total	
6.2.5.2	Personnel on long-term assignment in the Recipient Country (12 consecutive months or more)									
	Position D									
	Position E									
Sub-Total –Costs for Personnel on long-term assignment, \$										
6.2.7	Reimbursable Expenses									
(a)	Travel Expenses									
(b)	Equipment purchase and transportation costs									
(c)	Communication costs									
(d)	Translation and reproduction costs									
(e)	Bank charges									
(f)	Cost of Local Support Staff									
(g)	Expenses of counterpart personnel									
(h)	Field Office Expenses									
(i)	Training Expenses									
(j)	Integrated Tax Management system (ITMS)									
(k)	Renovation cost of the DGID training Centre									925,385
	Sub-Total – Reimbursable Expenses, \$									
	Contract amount, (Applicable Taxes extra) \$									

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

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

[Not applicable]

PO #:

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

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

[name of the Member]

[Authorized representative] *Date [Month Day, Year]*

[name of the Member]

[Authorized representative] *Date [Month Day, Year]*

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

[Authorized representative] *Date [Month Day, Year]*

For and on behalf of DFATD

[Authorized representative] *Date [Month Day, Year]*