

INTERNATIONAL REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services

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



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Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) has a requirement for Consulting and Professional Services to increase sustainable production of diversified food products and strengthen the management of sustainable municipal agricultural development in five selected municipalities in Cuba. The Consultant will be responsible to provide a range of services, including the sourcing and deploying of professional, organizational and institutional resources to provide the requisite technical assistance services; and facilitating the procurement of equipment, material and tools and related services to support the ultimate outcome of this initiative. Additional information related to the requirement is detailed in section 4, Terms of Reference.

The work is expected to start in the Fall of 2014 for a period of five (5) 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 # 2015-A-034948-1

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

Contributing to Sustainable Food Production in Cuban Municipalities

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
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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.
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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.

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| 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

Late Proposals

- 7.2 Bidders are requested to deliver their Proposals in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.
- 7.3 Proposals must be received by DFATD no later than the RFP Closing Date.
- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD

by 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:

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

- (a) submitted in accordance with paragraph 7.1-7.9 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by DFATD prior to the RFP Closing Date.

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

**8.
Preparation of
Proposal**

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

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

Language

8.3 Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, 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:

**Mandatory
Forms to Be
Provided**

**Certifications
Required with the
Proposal**

(a) There are one or more fields that are not completed; or

(b) The content of TECH-1 is amended in any way.

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.

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

**Other Forms to
Be Provided**

(i) TECH-4: Bidder's Experience;

(ii) TECH-5: Methodology; and

(iii) TECH-6: Personnel.

9.6 In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in

**Content
presentation**

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 billed by commercial moving companies 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
Evaluation**

- 11.1 Except when responding to requests to provide additional information as specified in paragraphs 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13 from the time the Proposals are submitted to the time the Contract is awarded, Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/or financial proposals. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.
- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that Proposals received as a result of this RFP will be evaluated by an Evaluation Team composed of representatives of Canada and may also include representatives of the Recipient Country and other external consultants. All Proposals will be treated as confidential, in accordance with paragraph 20, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.

**Mandatory
Procedural
Requirements**

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

***Rights of DFATD
in evaluation***

- (c) request, before award of any Contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities, and/or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
 - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.
- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.
- 12.4 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
 - (a) correct any computational errors in the extended pricing of the Proposals by using unit pricing;
 - (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
 - (c) in case of discrepancy between word and figures, the former will prevail;
 - (d) evaluate financial proposals to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
 - (e) in case of discrepancy between level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and
 - (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.
- 12.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions, if any, taken pursuant to paragraph 12.4. A Bidder that disagrees may withdraw its Proposal.

**13. Conditions of
Contract Award**

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

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

 - (i) audited financial statements, if available, or unaudited financial statements for the Bidder's last 3 fiscal years, or for the years that the Bidder has been in business if it is less than 3 years (including, as a minimum, the balance sheet, the statement of retained earnings, the income statement and any notes to the statements);
 - (ii) if the date of the above-noted financial statements is more than 3 months before the date on which DFATD requests this information, the Bidder may be required to provide interim financial statements (consisting of a balance sheet and a year-to-date income statement), as of 2 months prior

to the date on which DFATD requests this information;

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

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

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

(b) Procurement Business Number

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

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

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

(d) Proof of Insurance

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

Negotiations		concluded effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's Proposal will be given no further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
15. Personnel Replacement prior to Contract Award	15.1	If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals are available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agree to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not at a minimum achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.
16. 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 *Privacy Act*.

**19.
Commencement
of Services**

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

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

**20.
Confidentiality**

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

**21. Rights of
DFATD**

21.1 DFATD reserves the right to:

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

SECTION 1. 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: Not applicable
Definitions (bb)	The Recipient Country is Cuba
Definitions (dd)	The RFP Closing Date is October 8, 2014 at 14:00 hrs, Eastern Daylight Saving Time (EDT).
1.5	Bidders' Conference: YES___ NO_✓_
1.6	Visit can be arranged: YES___ NO_✓_
1.6, 6.2, 6.4, 11.1, 12.2 et 13.1	DFATD Point of Contact is: Frank Loop Senior Contracting Management Services Officer Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Telephone: 343-203-5436 Facsimile: 819-953-8606 Email: frank.loop@international.gc.ca
2.3	Location of contract negotiation: Gatineau, Quebec
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• Financial proposal: The original and 2 copies
7.8	Page size other than 8.5" X 11" or A4 is acceptable: YES___ NO_✓_ With the exception of TECH 5-C and 5-D that can be submitted on 8.5" x 14".
7.9 (c)	Financial statements are to be included in the Proposal: YES___ NO_✓_
8.2	Additional documentation is available: YES___ NO_✓_
9.6	Cross-referencing is recommended: YES_✓_ NO:___
9.8 (c) and 11.19	A fixed number of person-days for the following positions of Personnel is: Project Manager 1000 days Agricultural Advisor 800 days Gender Equality Advisor 300 days Procurement Specialist 300 days

	Financial and Administrative Officer 250 days
9.9	The Bidder can propose alternative Personnel: YES___ NO_✓_
10.4 (c) 11.14	Administrative mark-up : YES___ NO_✓_
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 (60%). Only Proposals that achieve a minimum technical score are considered compliant.
11.19 and 12.4 (d)	Evaluation of financial proposals Level of effort is fixed by DFATD The total of the financial proposal will be calculated by adding the sub-totals of costs related to the Bidder's average Fees multiplied by the DFATD's fixed level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A, and the sub-total of Reimbursable Expenses in FIN-1C.
11.15	Scoring of financial proposals: 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.
11.16	The clause is applicable: YES___ NO_✓_
11.17	The maximum funding for the Contract resulting from this RFP is \$5,000,000 CAD, excluding Applicable Taxes.
13.1(c)	The Bidder is subject to security requirements: YES___ NO_✓_
13.1(d)	1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs. The insurance will include the following: (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

	<p>(j) 30 Days written notice of policy cancellation.</p> <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> <p>(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</p> <p>(b) 30 Days written notice of cancellation.</p> <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> <p>(a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;</p> <p>(b) Cross Liability and separation of insured, to the extent permitted by law;</p> <p>(c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and</p> <p>(d) 30 Days written notice of cancellation.</p>
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> <p>(a) Long-term leases for offices;</p> <p>(b) Procurement of manufactured equipment (project assets);</p>
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: 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	
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: <ul style="list-style-type: none"> - 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: Accelerating Sustainable Food Production in Cuban Municipalities

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.

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 narrative description of project/assignment:		
Detailed description of services provided (including the specific roles and responsibilities of the Bidder in the project and his/her contribution to the achievement of the project results):		

FORM TECH-5
Methodology

Guidance to Bidders:

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

TECH-5A, Work Breakdown Structure (WBS) - List of Sub-Activities - **NOT APPLICABLE FOR THIS RFP;**

TECH-5B, Resource Allocation - **NOT APPLICABLE FOR THIS RFP;**

TECH-5C, Project Performance Measurement Framework (PMF); and

TECH-5D, Risk Register.

FORM TECH-5A
WORK BREAKDOWN STRUCTURE – LIST OF SUB-ACTIVITIES

NOT APPLICABLE FOR THIS RFP

FORM TECH-5B
RESOURCE ALLOCATION

NOT APPLICABLE FOR THIS RFP

FORM TECH- 5C
PROJECT PERFORMANCE MEASUREMENT FRAMEWORK (PMF)

Guidance to Bidders:

The Performance Measurement Framework is one of the deliverables of the Contract and is used to systematically plan the collection of relevant data over the lifetime of a project to assess and demonstrate progress made in achieving expected results.

Note that for the purpose of the evaluation, the row for the Ultimate Outcome and the columns for the baseline data and targets are not to be filled out.

For background information on DFATD’s approach to Results Based Management, the Bidders are requested to consult the Results-based Management page on DFATD’s website.

PROJECT PERFORMANCE MEASUREMENT FRAMEWORK (PMF)

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIBILITY
Ultimate Outcome (Long term) Increased sustainable agricultural production for women and men in selected urban and suburban municipalities							
Intermediate Outcomes (Medium term) 1100 Strengthened management of sustainable municipal agricultural development in selected municipalities	1100.1			1100.1	1100.1	1100.1	1100.1
1200 Increased sustainable production of diversified food products, especially by women, in selected municipalities	1200.1			1200.1	1200.1	1200.1	1200.1
Immediate Outcome (Short term) 1110 Improved capacity of municipal agricultural delegations to develop food production plans that integrate gender equality, environmental sustainability and disaster-risk management	1110.1 1110.2			1110.1 1110.2	1110.1 1110.2	1110.1 1110.2	1110.1 1110.2
1120 Improved capacity of municipal agricultural delegations to implement their food production plans and to monitor results							
1210 Increased access of farmers, especially female farmers, to quality agricultural inputs (e.g. seeds, organic fertilizers, small machinery, etc.)	1210.1 1210.2			1210.1 1210.2	1210.1 1210.2	1210.1 1210.2	1210.1 1210.2
1220 Improved capacity of farmers, especially female farmers, to increase and diversify their production and sell their products locally							

FORM TECH-5D
RISK REGISTER

Guidance to Bidders:

A risk register lists the most important risks, the results of risk analysis, and a summary of risk-response strategies. Information on the status of the risk is included over a regular reporting schedule. The risk register will be continuously updated and reviewed throughout the course of a project.

Note that for the purpose of the evaluation, the shaded areas (Reputation Risk and Investment LM Result Statement) of the table below are not to be filled out.

A package for partners on RBM tools and guidelines, including on Risk Register can be found at: DFATD’s website.

Risk Register

Risk Definition			Risk Response			Investment LM Statement
Financial / Organisational Implications						
Risk #1: Insufficient goods and products necessary for project implementation may not be available in-country						
Risk #2: Natural disasters – especially hurricanes may threaten project implementation						
Risk #3: Insufficient oversight could result in DFATD funds not being used for their intended purposes						
Reputation Risks						
Reputation			L= I=	L = I =	L= I =	

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 reverse chronological order)</i>	
<i>Working experience in developing countries including countries, formerly known as countries in transition</i>	
<i>List of publications/ presentations, if applicable</i>	
<i>Membership in Associations</i>	
<i>References (name, title, phone and email)</i>	

FORM TECH- 6B
COMMITMENT TO PARTICIPATE IN THE PROJECT

Guidance to Bidders:

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

1 REFERENCE

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

2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

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

3 DECLARATION OF INDIVIDUAL

I certify that I consent to my curriculum vitae being submitted by the Bidder in response to this RFP and that I will be available as 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-1A
COST OF PERSONNEL

Guidance to Bidders:

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

Bidder must provide a firm all-inclusive daily Fee for each year **for all positions of Personnel identified by DFATD in the RFP.**

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

Personnel Resource Name	Personnel Position	Year 1 Firm all-inclusive daily Fees \$	Year 2 Firm all-inclusive daily Fees \$	Year 3 Firm all-inclusive daily Fees \$	Year 4 Firm all-inclusive daily Fees \$	Year 5 Firm all-inclusive daily Fees \$	Total LOE fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (year 1, 2 3, 4 and 5) x Total LOE
	Project Manager						1000	
	Agricultural Advisor						800	
	Gender Equality Advisor						300	
	Procurement Specialist						300	
	Financial and Administrative Officer						250	
	TOTAL COST for FIN-1A (exclusive of any taxes)							\$

FORM FIN-1B
COST OF ADDITIONAL PERSONNEL AND CONTRACTORS
COSTING ELEMENTS NOT CONSIDERED IN THE FINANCIAL EVALUATION

Additional Personnel and Contractor to be determined during project implementation	
TOTAL SET-ASIDE BUDGET FOR ADDITIONAL PERSONNEL AND CONTRACTORS AS INDICATED IN PARAGRAPH 3.4 OF ANNEX B: SPECIFIC MANDATE OF THE CONSULTANT	Will not exceed \$700,000

Administrative mark-up is not applicable for this RFP.

FORM FIN-1C
COST OF REIMBURSABLE EXPENSES

Guidance to Bidders:

The Bidders are 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)	Purchase and transportation costs of equipment and supplies: required to carry out the project, such as: computers, software, motorcycles, seeds, organic fertilizers; small machinery; wheelbarrows; carts; containers and other related agriculture equipment			\$1,500,000*
c)	Communication Costs			
d)	Translation and reproduction costs			
e)	Bank transfer fees			
f)	Local Support Staff			
g)	Expenses of counterpart personnel and beneficiaries such as in country travel and accommodation of Ministry of Agriculture, Municipal Agricultural Delegation representatives and participating farmers			
h)	Field Office Expenses			
i)	Training Expenses -			
	Rent of training facilities			
	Presentation equipment and supplies			
m)	Other for the Bidder to specify and include detail			
	Grand Total			

* Ceiling amounts provided for costs that are dependent on a diagnostic study.

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

Section 4. Terms of Reference

Annex A – Project Description

Acronyms

AA	Agricultural Advisor
AMA	Cuban Environment Agency
CCS	Credit and Service Cooperatives
CITMA	Cuban Ministry of Science, Technology, and Environment
CPA	Agricultural and Cattle Cooperatives
CPC	Communist Party of Cuba
PM	Project Manager
CUC	Cuban Convertible Peso
CUP	Cuban Peso
DNF	National Forestry Directorate
EMED	Cuban Donation Importing Agency (Department of MINCEX)
FAO	Food and Agriculture Organization of the United Nations
FMC	Federation of Cuban Women
GEA	Gender Equality Advisor
INIFAT	National Research Institute for Tropical Agriculture
INRH	National Institute of Hydrological Resources
MDG	Millennium Development Goal
MINAG	Ministry of Agriculture
MINCEX	Ministry of External Commerce and Foreign Investment
ONE	Cuban National Office of Statistics
PALCO	Cuban Labour Agency
PIP	Project Implementation Plan
PMA	Project Management Advisor
PSC	Project Steering Committee
RBM	Results Based Management
UBPC	Basic Unit of Cooperative Production
UNEP	United Nations Environmental Program

1. Context

1.1 National Context

The 2009 Human Development Report ranks Cuba 51st out of 182 countries, ahead of Ecuador (80), Peru (78), and Colombia (77) but behind Chile (44). Cuba has achieved the Millennium Development Goal (MDG) targets for universal primary education and a reduction in child mortality, and is on track to meet MDG targets to eradicate extreme poverty and hunger, improve maternal health, and halt the spread of HIV/AIDS, malaria and other diseases.

Despite these achievements, Cuba faces many challenges, including: centralized control and management that has curtailed growth; the US trade embargo that has undermined trade relationships not only with the US but also with other trading partners; frequent hurricanes that destroy assets; and the global economic downturn that has affected the price of key Cuban exports, including nickel and tobacco.

Food security, in particular, is a challenge. According to some estimates, Cuba imports as much as 80% of its food (including a large portion from the United States) despite the potential to significantly increase local food production. Low domestic productivity is attributed to a number of factors including: centralized policies that have operated as disincentives to increased production; limited access to inputs such as seeds and basic equipment (manual and mechanized); hurricanes and tropical storms that damage crops, equipment and infrastructure; losses due to lack of storage and transport facilities; and the slow shift away from monoculture (sugar destined for export) towards production to meet local needs. Furthermore, Cuba is increasingly urbanized with 75% of the population living in cities and towns distanced from traditional food production areas.

Continued reliance on food imports is not sustainable in light of foreign currency constraints and rising global prices for both food and oil. The Cuban government has identified food security as a national priority, and has put in place a set of measures to increase productivity. These efforts include: restructuring State agricultural enterprises; redistribution of land (from state farms to small farmers and cooperatives); expansion of agricultural cooperatives; promotion of more efficient commercialization; price liberalization; decentralization of decision making to the local level; and a focus on urban and peri-urban production in order to feed growing urban populations. The government of Cuba has also dramatically curtailed food imports since 2009 resulting in occasional shortages of certain items.

The current focus on decentralization in Cuba represents a major opportunity to address the need for more efficient administration of local food production, particularly in urban and sub-urban municipalities where most Cubans live. The proposed Project will support Cuba's current emphasis on decentralization, and will work primarily at the municipal level to strengthen urban and sub-urban food production. The Project will focus on 5 targeted municipalities (within two provinces) that have been identified in collaboration with Cuban partners according to different criteria that were deemed critical for project success including: proximity to population centers; potential to accelerate and increase production; soil quality; and water and energy availability.¹

The proposed project reflects DFATD's thematic priority of food security as well as DFATD's 2009 Country Strategy for Cuba, which focuses on increasing economic diversification, agricultural production and availability of food products. The project is complementary to the efforts of other international contributors in that the Canadian initiative will promote production while others such as Spain and the EU emphasize distribution and commercialization. The municipalities that will be targeted by the proposed project are not the focus of other contributors.

1.2 DFATD Programming in Cuba

DFATD has a longstanding relationship with Cuba. Since 1994, Canada has provided over \$160 million in assistance to Cuba. Canadian aid is channelled through trusted Canadian or multilateral executing agencies. Canada is the third largest bilateral donor in Cuba (after the European Union and Spain).

The objective of the DFATD Program in Cuba is to contribute to increased food security and sustainable economic growth for women, men and children. The program addresses the following thematic priorities:

Increasing Food Security: Increase the diversification, production and availability of food products by increasing the capacity of farmers (women and men) to apply sustainable food production practices and of local governments and producers to plan and implement local agricultural development programs according to modern economic models.

Stimulating sustainable economic growth: Increase the effectiveness and efficiency of public services provided to Cubans by: increasing the capacity of public institutions to provide training and certification that meets international standards and practices and by enhancing understanding among public and private institutions of modern public administration practices and their application to the accountable and responsible provision of services.

This initiative closely reflects DFATD's *Food Security* thematic priority as articulated in the approved strategy for Cuba. The project will contribute to sustainable agricultural production for women and men in selected urban and suburban municipalities and at the same time build the capacity of local governments to plan and support agricultural development.

¹ Within four months after the signature of the contract, the Consultant will conduct a diagnostic study of the agricultural situation of each of the following 5 municipalities (as selected by the Government of Cuba and DFATD) to determine which of the targeted municipalities will become the focus for the Project: Artemisa, Bejucal, Guanabacoa, Guines, and Madruga.

2. Current Status of the Food Security Sector in Cuba

2.1 Devolution from the state farm model

After 1959, Cuba’s economy was shaped by agrarian reform laws, subsidized salaries and social services, heavy centralized planning and state control, and shifts in economic and political relations, first with the United States and later with the former Soviet Union. The dissolution of the Soviet Union in 1991 and the sudden loss of generous Soviet economic support and subsidies generated an economic shock to the Cuban economy that many predicted the Cuban government could not overcome. The shock drove a series of reforms unprecedented in the post-revolutionary period including: allowing the circulation and use of U.S. dollars; policies to better integrate Cuba’s economy into the global marketplace and to increase foreign investments and tourism; limited forays into market-oriented reforms; and private enterprise development (through self-employment in a limited number of licensed activities).

The devolution from the state farm model (marginally suited to sugar cultivation but less suited to food production) began in the 1990s when a number of state farms were converted to cooperative units (representing a major transformation of Cuba’s land tenure system). In addition, the state opened up various types of farmers markets where farmers can sell their surplus (production beyond quotas they had to sell to the state) at market prices. Cuba has developed a food supply and distribution system that is unlike that of any other country in the world, with a food rationing system complemented by a complex array of state and non-state production units, food markets and purchasing channels.

The table below outlines the complex range of agricultural ‘production units’ in Cuba. Canada has historically focused on private farmers and cooperatives and will continue this focus in the proposed project.

Production unit	Description
<u>UBPC</u> : Basic Unit of Cooperative Production	UBPCs were created by the State ceding State land in usufruct to farmers. UBPCs are operated under the traditional principles of voluntary membership, democratic internal governance, and remuneration based on productivity.
<u>CPA</u> : Agricultural Production Cooperatives	CPAs are cooperatives where the farmers pool their land and pass ownership of this land to the cooperative itself, thus ceasing to be individual owners. CPAs are also operated under the cooperative traditional principles of voluntary membership, democratic internal governance, and remuneration based on productivity. Whereas CPAs are a private entity autonomous from the State, the land is collectively owned amongst all the members of the cooperative, who divide the yearly profits of the cooperative.
<u>CCS</u> : Credit and Services Cooperatives	CCSs are agricultural cooperatives where the farmers retain private, individual title to their land, but pool and share access to agricultural inputs, equipment, credit and technical services from the State. CCSs are operated under the traditional cooperative principles of voluntary membership, democratic internal governance, and remuneration based on productivity. The land remains privately held by each farmer, who directly receives an economic return by the sale of their individual production, instead of the profits of the cooperatives being divided amongst the members.
State farms	In State farms, the State owns the land and production is managed by state enterprises.
Private farms	There is a small but productively significant number of individual private farmers in Cuba who are not associated in any way with cooperatives. These farmers have their title to land dating from before the Revolution and chose to remain completely independent.

Agricultural and food products entering Cuba's food market system are supplied by domestic production and imports. Although Cuba purchases most of its agricultural and food imports, some supplies are provided by food aid programs from international sources especially after hurricanes or during severe droughts. A portion of imported food products move directly into the Cuban Hotel, Restaurant and Institutional (hospitals and schools) sectors.

2.2 Dual currency and the ration system

Domestic outlets for food supplies in Cuba are divided into two primary channels: the state sector and the non-state sector. In the state sector, all but Cuba's very smallest private farmers have a quota that they are required to sell to the government's food collection agency, *Acopio*. For these quota sales, farmers are paid in Cuban pesos (the CUP, the national currency known as moneda nacional, which the Cuban government and citizens use to conduct transactions within the country) and may receive limited inputs (fertilizers, etc.) in exchange for meeting their quotas.² Some Cubans have access to hard currency (Convertible Pesos or "CUCs") which is predominately obtained through gratuities in the tourism sector, remittances from family members overseas,³ or from sales of products in the black market.

The non-state sector distribution system obtains its food supplies largely from "surplus" production (i.e., production by farmers beyond the quota volumes that they are obligated to sell to the state food collection agency, *Acopio*). Within the non-state sector distribution system are the formal outlets including the Free Agricultural Markets (*Mercados Agropecuarios*) and the *Puntos de Venta* (points of sale). *Puntos de Venta* operate in a manner similar to the Free Agricultural Markets although they are managed by cooperative members and are much smaller in size and in the variety of products they offer.

The Cuban ration system was established by the Cuban government to help ensure an adequate food supply for all citizens, from the young to the aged. Under this system, Cuban families have a ration book that entitles family members to access basic food items at highly subsidized prices. The ration system does not cover all food requirements and is in great need of reform. As a universal program, it is a significant financial burden on the government and is not effective to ensure national food security because it is not targeted at those most in need.

2.3 Agriculture and Food Production – Challenges and Opportunities

At one time, Cuba was the world's largest sugar producer. In 2002, the government announced plans to implement a "comprehensive transformation" of the sugar industry, including the closing of almost half of the existing sugar mills. Today, sugar ranks third as an income earner behind nickel production and tourism, contributing about \$600 million a year to the Cuban economy. Cuban agricultural and agro-food industries have suffered as result of the historical reliance and focus on sugar. Presently, close to 45% of agricultural land in Cuba is cultivated with the remaining productive land (most of which previously was devoted to sugar) remaining fallow or under-utilized.

Cuba's food security challenges are exacerbated by geography and the impact of hurricanes that routinely disrupt and destroy local production and agricultural infrastructure. The passage of Hurricanes Gustav and Ike in 2008 affected one third of Cuba's agriculture, and 4,000 tons of foodstuffs were lost in western Cuba alone. Although Cuba's emergency response to hurricanes is successful in curtailing injuries and fatalities, there continues to be significant damage to assets, particularly crops and infrastructure. Recovery of the agricultural sector following hurricanes is often slow and expensive.

2 Today, Cuba circulates two currencies: the national currency, which is the peso Cubano (Cuban peso, CUP or moneda nacional), and the peso Cubano convertible (convertible peso or CUC). The CUC is directly convertible with hard currencies such as Euros, Canadian dollars, British pounds sterling, etc. The exchange rate between the CUC and other hard currencies is reported on the Cuban Central Bank (CCB) website (<http://www.bc.gov.cu/English/home.asp>).

3 An estimated \$1.2 billion in remittances flowed into the country in 2009, the majority of it from the United States, where 1.5 million Cubans reside.

Although recent agricultural reforms have created space for increased agricultural production, significant challenges remain, as outlined in the following table:

Agricultural production & related policies	<ul style="list-style-type: none">• centralized policy and control mechanisms that discourage production• lack of pricing incentives• dual currency market that makes materials sold in CUC inaccessible to local farmers earning CUP• a relaxed labour discipline
Infrastructure & Technology	<ul style="list-style-type: none">• lack of agricultural inputs (seed and fertilizer)• low percentage of irrigated lands• dated equipment in poor repair• curtailed food distribution due to transportation challenges
Environmental Issues	<ul style="list-style-type: none">• soil degradation resulting from erosion, poor farming practices and soil salinity• freshwater pollution• invasive species (plants such as Marabu and Melaleuca)
Climate	<ul style="list-style-type: none">• hurricanes, floods and droughts
Women’s participation	<ul style="list-style-type: none">• gender-based inequalities related to their involvement in agricultural production and development• lack of empowerment of women in agriculture and food security

Food imports continue to surpass exports. By some estimates, Cuba is presently importing 80% of food supplies despite the potential to significantly increase production. The food import bill is not sustainable for Cuba given the high expectations of the population, the commitment of the government to meet nutritional needs and the globally rising costs of both food and oil. While imports may address some of Cuba’s nutritional requirements in the short-term, they are not sustainable financially and do not contribute to Cuba’s longer-term capacity to develop its agricultural and agro-food sectors.

Notwithstanding the challenges, private farmers now are responsible for 70% of the island's food production, despite only controlling 41% of the arable land. As such, family farms and cooperatives grow more food on less land than State-managed farms and are recognized by the government of Cuba as the best hope to increase production in Cuba. In addition, Cuba's growing urban population has become increasingly resourceful and dependent on urban gardens.

2.4 Government reforms

In 2008, in an effort to increase agricultural productivity and reduce reliance on imports, the Cuban government relaxed its hold on state land and turned over nearly 1 million hectares of previously state-owned land to individual farmers. To date, the measure has had modest success; however Cuba continues to fall short of production targets. Farmers complain of a lack of equipment, seeds and fertilizer, and that their efforts continue to be hampered by an inefficient state system of distribution and sale.

In response, the Cuban government announced a further series of measures in 2010-2011 in order to address constraints and boost efficiency and productivity. The specific measures include: merging and streamlining the Ministries of Agriculture and Sugar; restructuring agricultural State Enterprises; intensifying and accelerating redistribution of land to private farmers; expanding agricultural cooperatives; promoting more efficient commercialization; liberalizing prices; addressing the dual currency issue; and decentralizing decision making power to the local level.

The Cuban government’s commitment to the decentralization of decision making authority to Provincial and Municipal administrations is particularly relevant, as a mechanism that aims to invest in municipalities and communities to stimulate business growth and food production. It is expected that this reform will help strengthen the capacity of local-level governments to make their own decisions about priorities in the agriculture sector.

Further reforms were announced at the Sixth Congress of the Communist Party Council (CPC) in April 2011. The “New National Economic and Social Policy Guidelines” (“Lineamientos”) were adopted and included 313 policy statements covering many aspects of social and economic policy.

The Lineamientos represent the Cuban government’s most profound and systematic attempt to begin a process of addressing the country’s enduring economic and social crisis. The document contains a mixture of both broad concepts and detailed commitments over the entire economy. With an ample treatment of agricultural issues, the Lineamientos give the best glimpse of how the Cuban government envisions the development of the agriculture sector. Within a framework of State ownership of the basic means of production and the primacy of planning instead of the market, the key themes related to agriculture addressed in the document are:

- Increased food self-sufficiency, both nationally and locally (arts. 37, 185, 205).
- Import substitution, with the specific objective to cease being a net food importer (art. 177), prioritizing those lines that can be efficiently produced in the country (art. 184).
- Export promotion of sugar, coffee, beekeeping, cocoa, tobacco, citrus and other fruits. (arts. 194, 195).
- A new model of management based on efficient utilization of monetary-mercantile relations and more clarity in the division of the functions of the state and State enterprises (art. 178).
- Increased autonomy of producers and cooperatives, as well as decentralization. (arts. 178, 179, 180).
- Producers’ access to production inputs to be restructured, facilitating better quality and prices of the goods being sold in the network of outlets being established across the island (art. 182).
- Production to adjust to demand and goods to be exchanged under more strictly enforced contracts. Free-market mechanisms to play a greater role with regards to the majority of products (art. 181). The state purchasing system will be transformed to make it more efficient and reduce losses of production (art. 183). After fulfillment of quotas to the state, producers and cooperatives will be allowed to sell directly without intermediaries and using their own transportation (arts. 27, 183).
- Prices will continue to be set by the state for products that the state wishes to regulate for economic and social reasons, whereas prices for all other products will be decentralized (art. 68). The state will continue to regulate the price of farm products that replace imports or generate exports, in order to stimulate production (art. 190).
- A differentiated and flexible tax regime will apply to agricultural producers, in order to stimulate production (art. 58).

3. Expected results of the project

The Logic Model of the project presents a depiction of the causal or logical relationships between the outputs and the outcomes of the project.

At the ultimate outcome level, the project aims to ***increase sustainable agricultural production for women and men in selected urban and suburban municipalities***. The project will contribute to this outcome through the provision of technical assistance and equipment that will lead to the following intermediate outcomes:

- Strengthened management of sustainable municipal agricultural development in selected municipalities
- Increased sustainable production of diversified food products, especially by women, in selected municipalities

Interventions will be necessary in a number of areas, as outlined in the project logic model. The project will achieve its intermediate results through:

Strengthened management of sustainable municipal agricultural development	Increased sustainable production of diversified food products, especially by women
<p><i>1110</i> Improved capacity of municipal agricultural delegations to develop food production plans that integrate gender equality, environmental sustainability and disaster-risk management</p> <p><i>1120</i> Improved capacity of municipal agricultural delegations to implement their food production plans and to monitor results</p>	<p><i>1210</i> Increased access of farmers, especially female farmers, to quality agricultural inputs (e.g. seeds, organic fertilizers, small machinery, etc.)</p> <p><i>1220</i> Improved capacity of farmers, especially female farmers, to increase and diversify their production and sell their products locally</p>

4. Governance Structure of the Project (incl. Roles & Responsibilities)

This section provides a general description of the governance structure of the project, outlines the intended beneficiaries, identifies key stakeholders, and lists the roles and responsibilities of the project stakeholders.

4.1 Target Beneficiaries

The most important beneficiaries of the project will be millions of urban consumers, living in or adjacent to the targeted municipalities, who will have increased access to more diverse food on a more reliable basis.

Over 2,500 self-employed farmers living within the targeted municipalities are expected to directly benefit from this project along with more than 100,000 consumers living in adjacent communities. Direct primary beneficiaries of the intended technical assistance will include:

- female and male urban farmers operating family farms
- local producers and suppliers of agricultural inputs;
- municipal and provincial MINAG authorities including representatives of the Soils Institute, the National Research Institute for Tropical Agriculture, and other relevant stakeholder counterparts;
- members of agricultural cooperatives;
- associated stakeholders per municipality in each of the two provinces.

Intermediaries that will facilitate project activities include government ministries, municipal authorities and associations, and selected civil society service providers especially agricultural organizations.

The project will involve local and municipal organizations, groups of beneficiaries, local leaders and authorities, women’s groups and organizations throughout the life of the project. DFATD expects project beneficiaries and stakeholders to gain ownership over the development activities and results, in order to ensure their sustainability.

4.2 Roles and Responsibilities of DFATD

Overall responsibility for the general direction and financial control of the Government of Canada inputs to the project lies with DFATD.

DFATD’s responsibilities under this project include the following:

- Negotiate an exchange of letters or a Memorandum of Understanding (MOU) with the Government of Cuba and adhere to terms of the agreement;
- Act as the co-Chair with the Ministry of External Commerce and Foreign Investment (MINCEX) on the Project Steering Committee (PSC);
- Monitor activities of the Consultant and assess progress towards results. This will be achieved through receipt and review of regular narrative and financial reports from the Consultant, field visits and on-going liaison with the Consultant;
- Undertake, as required, Project evaluations, baseline studies, monitoring missions and/or audit activities;
- Liaise with the Consultant on Project issues and facilitate consultations as deemed appropriate;
- Liaise with partners and other stakeholders on policy and other issues which might arise during the implementation process;
- Advise on general policy and strategic direction towards achievement of Project results; and,
- Channel and track funds for the Project.

The Canadian Embassy in Cuba (Cooperation Section) will act as the DFATD representative in Cuba and will be responsible for contributing to the efficient implementation of the project as described above and in particular for maintaining dialogue with local partners and verifying project progress and results.

4.3 Roles and Responsibilities of the Cuban Government

The Cuban Government Ministries are (MINCEX) and the Ministry of Agriculture (MINAG)'s Soils Institute.

MINCEX will be responsible for the delivery of Cuba's contribution to the project and for the monitoring of project implementation. The designated MINCEX representative will co-sign the project's Memorandum of Understanding with the Government of Canada, including any amendments that might be necessary. MINCEX will ensure that the project implementation remains relevant to Cuban development plans and priorities.

In collaboration with DFATD, MINCEX will:

- Negotiate an exchange of letters or a Memorandum of Understanding (MOU) for the project with DFATD and adhere to terms of the agreement;
- Provide information and guidance on the general direction of the Project in the context of Cuba's national development policy;
- Liaise and provide information to MINAG's Soils Institute and the Consultant as required; and,
- Act as the co-Chair with DFATD on the Project Steering Committee (PSC).

In collaboration with MINAG's Soils Institute, MINCEX will:

- Ensure that the Project implementation remains relevant to Cuban development plans and priorities;
- Be responsible for the delivery of CUBA's contribution to the Project and for the monitoring of Project implementation;
- Provide any official assistance which may be required for the purpose of facilitating the travel of personnel in the performance of their duties in Cuba;
- Provide any official assistance, including costs, which may be required for the purpose of expediting the clearance through customs of equipment, products, materials, supplies, and other goods required for the execution of the Project;
- Provide all permits, licenses and other documents, including costs related thereto, necessary to enable personnel to carry out their functions in Cuba;
- Provide assistance to the Consultant in opening a local bank account for the exclusive use of the Project; and,
- Provide prompt assistance in inland transportation, free of charge, for the moving of technical and professional equipment, between points of arrival in and departure from the country, to the point of destination in CUBA, for arrival as well as departure.

MINAG's Soils Institute, as the national partner for the Project. MINAG's Soils Institute responsibilities include the following:

- Nominate a senior staff member to act as the Cuban Project liaison resource (or focal point) who will work closely with the Consultant;
- Ensure adequate conditions are available for the work by the project team;

- Undertake consultations with participating Cuban partners to ensure the continued relevance of the Project's plans and implementation strategies;
- Facilitate the participation of provincial, municipal and local authorities, officers, professional, technical and other personnel to support the achievement of project outcomes and to carry out its activities;
- Promote networking and information sharing of Project plans and disseminate the results of all Project activities and studies within Cuba and within the international community; and
- Participate in the Project Steering Committee meetings as a member.

4.4 Roles and Responsibilities of the Consultant

The Consultant will ensure that the project is managed in a way that facilitates the achievement of results. The Consultant is expected to work collaboratively with MINAG's Soils Institute as the key partner in the implementation on the project. In collaboration with the Soil Institute, the Consultant will:

- Develop, maintain and strengthen the relationships with and/or the capacity of key municipal and provincial delegations;
- Ensure that the project is managed in an optimal manner to facilitate the achievement of results;
- Take informed and timely action, undertake appropriate cost-effectiveness and resource utilization measures and manage for development results and their sustainability;
- Follow sound management, monitoring and evaluation approaches;
- Take a partnership approach to planning and implementing the project to ensure that development efforts are relevant to local needs, suitably understood and sustainable;
- Work collaboratively with Cuban partners, stakeholders, experts and other project partners to promote coordination, coherence and synergies among stakeholders;
- Act as an example on the integration of gender equality principles and environmental sustainability considerations throughout the project; and
- Provide secretariat support to the PSC.

4.5 Project Steering Committee

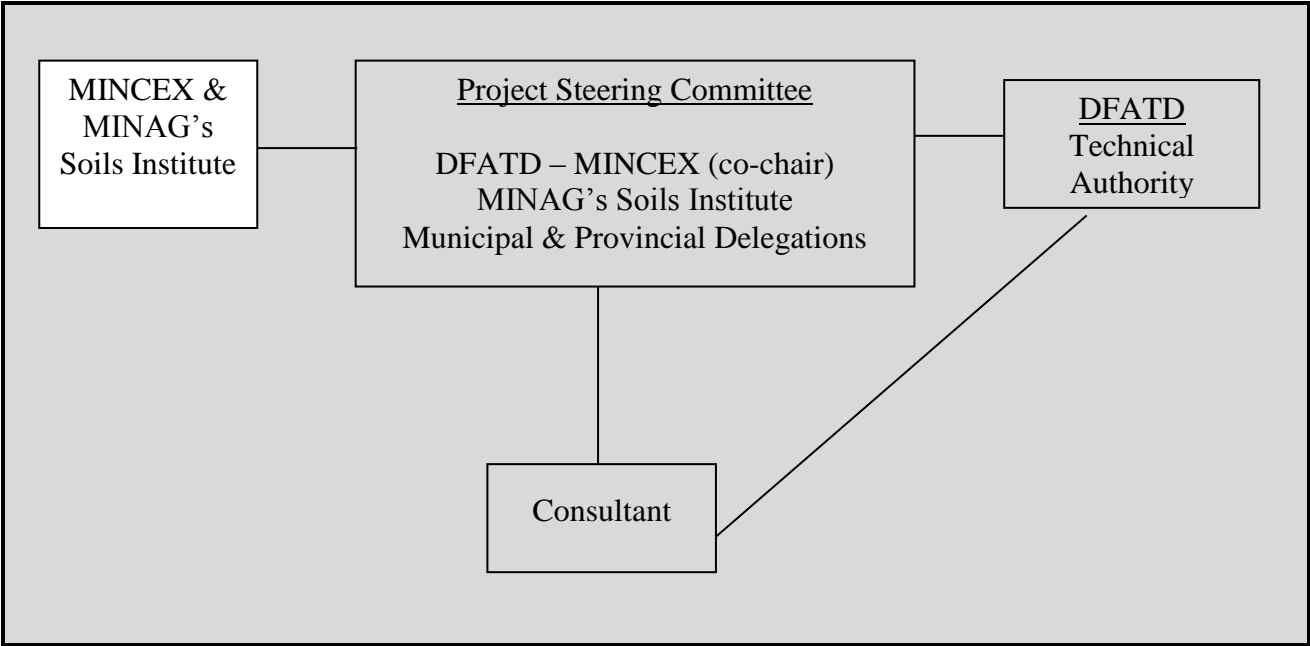
The Project Steering Committee will be co-chaired by DFATD and MINCEX, and will meet twice a year, and on an as needed basis. The PSC will oversee implementation of the project by the Consultant. The PSC will have responsibilities to:

- Provide strategic oversight for the Project, and ensure it remains consistent with national provincial and municipal priorities;
- Meet, as required, to ensure smooth implementation of the Project;
- Meet to address specific complaints, problems or obstacles to implementation;

The membership of the PSC will be DFATD, MINCEX, and MINAG (Soils Institute). Other members may be determined as the Project progresses.

4.6 Governance Structure of the Project

The following chart provides an outline of the project’s governance.



5. Project Duration

The contract will start with a 4-month inception mission period (2014), which will include a diagnostic study, followed by a four-year implementation period (2014-2019). Activities in the remaining year of the contract will focus on ensuring a growing ownership of project results by stakeholders in the field.

6. Risks

One of the largest risks facing the project is that development goals may be affected by the possibility that the Cuban political context could change thus affecting project progress and results.

7. Constraints

The Consultant will address the complex working environment in Cuba and consider the following additional constraints within which the project must be executed.

Financial system context: Due to Cuba’s weak financial liquidity, financial transfers to Cuba and transfers from Cuba back to Canada are problematic.

Governance: There are several layers of governance from the national government down to the beneficiaries of the project.

Transportation: Coordination with MINAG and the municipality for access to all transport options given constraints associated with transportation in Cuba (lack of spare parts, recurrent costs of petrol etc.) is essential.

Inputs: While some agricultural inputs may be available in Cuba, others will need to be imported. Planning will be required as early as possible in the project to time the international procurement by the end of the first year.

Technical assistance: Although education levels are high in Cuba, the workplace culture may limit the speed of implementation. Non-Cuban Consultants will need to be aware of cultural realities and adjust the project’s implementation schedule accordingly.

Environment: The use of harmful chemicals in urban and sub-urban agriculture will need to be limited to protect water resources and minimize waste.

Energy: Access to water and electricity may be hampered by destruction caused by natural disasters or policy of the Government of Cuba to conserve petrol. Although Cuba has significant potential for solar, wind and biomass energy, the use of renewable energies remains low.

Sustainability: The availability of inputs and increased production are only parts, albeit important of the agricultural value chain. The financial constraints of the project and its scope will not meet the entire demand of the sector. It will be important for the project to remain current about other donor-funded or government-funded projects and programs in the beneficiary communities to establish synergies that would multiply the results associated with the provision of agricultural inputs. These can relate to activities in the area of transportation, commercialization, food processing and distribution.

8. Gender Equality, Governance and Environmental Assessments

8.1 Gender Equality Assessment

Summary

Cuba, compared to most other countries in Latin America, has made significant progress in the area of gender equality. However, despite benefiting from a legal framework that guarantees full human rights, Cuban women still face barriers to the exercise of those rights. Tradition and culture continue to subordinate women and favour the primacy of men over women, especially in the agriculture sector.

This project will ensure that proper measures are taken by government and civil society organizations to support women's empowerment in the agriculture and food security sector.

The proposed project will:

- Strengthen government and civil society's capacity to promote gender equality;
- Increase women's participation as decision-makers in municipal agriculture planning committees;
- Enhance the quality and relevance of municipal agriculture and food security plans with regards to women's needs and interests;
- Increase women's access to and control over the benefits of agricultural production;
- Strengthen men's capacity to support women's empowerment.

National Context

Cuba's Human Development Index ranks 59th out of 187 countries measured in the United Nations Development Program's (UNDP) Human Development Report for 2012 – well ahead of most Latin American countries in the surrounding region. According to UN reports, the country has met Millennium Development Goal (MDG) targets for universal primary education, gender equality and the empowerment of women, and reduction of child mortality.

Women in Cuba have equal constitutional rights as men in the economic, political, cultural and social fields, as well as in the family. According to article 44 of the Cuban Constitution, the state guarantees women the same opportunities and possibilities as men, which sets the stage for women's full participation in the development of the country.

Cuba ranks 29th out of 109 countries in the Gender Empowerment Measure (GEM) which captures gender inequality in political participation and economic power. Women hold 35% of the parliamentary seats in the Cuban National Assembly, ranking it 6th of 162 countries on issues of female participation in political life. One of the official measures to promote gender equality was to grant equal pay for equal work, and to create opportunities and access to work in all fields, and not only in traditional sectors. In 2004, Cuban women comprised 44% of the labour force and account for two thirds of the professionals and technicians in Cuba. In the education sector, particularly in higher education, more than half of the professors are female. In secondary and post-secondary institutions, more women are enrolled than men.

Although Cuban women have acquired greater status and autonomy than most women in other Latin American countries, significant barriers persist which impede the full exercise of their human rights and curtail their participation as equals in the development of the country. There is persistence of adverse cultural norms, practices and traditions, as well as patriarchal attitudes and deep-rooted stereotypes that perpetuate discrimination against women. They include women's unrecognized triple burden (i.e. work done in the household, in the workplace and in the community); a culture, which

condones machismo and male primacy over females. There are no national statistics of domestic violence. Although the Government recognizes its existence, it does not appear to have instituted adequate measures to address the problem.

In terms of economic opportunities, the United Nations Development Program reports that in 2005 the average annual earning for women was \$4,268, well below that of men, which is \$9,489.

Cuban society is comprised of 51% Whites, 34.9% Blacks, with the balance mixed. The racial distribution varies from province to province. Gender-based discrimination in Cuba dovetails with racism, particularly when it comes to Afro-Cubans. According to a 2002 study, Afro-Cubans are the poorest group, with the least political representation. Black women receive the lowest paying jobs, have the highest rates of unemployment, the lowest education levels and often live with the threat of gender violence.

Government Commitments

Legal Framework: The 1976 Constitution of Cuba, along with constitutional amendments made in 1992, upholds the principle of equality between men and women. The Penal Code stipulates that infringements of “the right to equality” are punishable by imprisonment (according to Article 295 of the Criminal Code). The guarantees covered in the Constitution include:

- Article 32, which states that women and men enjoy the same economic, political, cultural, social and family rights;
- Article 41, which states that all citizens have equal rights and are subject to equal duties;
- Article 42, which states that sex discrimination, among other forms of discrimination, is forbidden by law;
- Article 43, which states that all citizens have equal access to all provisions made in Cuban society relating to education, work and career advancement, housing, transport and public areas; and,
- Article 44, which stipulates women’s right to equality in the home and work place as well as health provision and entitlement to state benefits.

Family Code: The 1975 Family Code provides women with the same rights and duties as men, but in practice women in Cuba are not sufficiently protected in regards to family matters. Among others, parental authority is exercised jointly by both parents, but the division of household chores continues to be based on traditional gender roles and responsibilities.

Ownership Rights: Legally, women have the same ownership rights as men. There was no gender-based discrimination when land was redistributed in 1959, but in practice few women obtained land. Nonetheless, through inheritance, the number of women with access to land is increasing.

There is no legal discrimination with respect to access to bank loans, but in practice women’s access is more restricted than men’s.

Labour Rights: The Labour Code ensures equal rights and opportunities for women in all fields of work. They are assured an equal salary for equal work, and all legal entitlements, such as those pertaining to health and safety in the workplace, holiday, pension and sickness entitlements apply equally to women and men. Social security benefits apply equally to both women and men.

Women in Agriculture and Food Security: Women play an essential role in the food security of the household, because they are the ones who dedicate the majority of time in food acquisition and preparation and are primarily responsible for attending to the nutritional and health needs of their families. Despite their involvement in agricultural production and development, women’s participation tends to be unacknowledged or downplayed. Sex-disaggregated data, gender-sensitive information and gender analyses in this sector are not readily available, therefore rendering it challenging to design and implement programs which aim at empowering women in agriculture and food security. There is need to collect, analyze and use sex-disaggregated data and gender-sensitive information to strengthen and promote gender equality in these sectors.

Opportunities for, and challenges to, the integration of gender equality in agriculture and food security are:

Opportunities

- The Federation of Cuban Women (FMC) which acts as the national machinery for the promotion of gender equality, has a well-developed network of representatives throughout Cuba;
- The Ministry of Agriculture (MINAG) has identified a senior staff member as the focal point for the mainstreaming of gender equality within the organization and in its programs and services;
- MINAG is interested in Canadian support to strengthen its capacity in gender equality;
- The FMC and civil society organizations are interested in acquiring tools (including RBM) to help them go beyond women's legal rights to ensuring women's equal participation in the country's development;
- The process of decentralization can lead to enhanced attention to the promotion of gender equality at the municipal level;
- DFATD is recognized by the government, civil society and other donors as a strong advocate in gender equality and women's empowerment.

Challenges

- Women are mostly seen as helpers by their partners as opposed to producers or farmers in their own right;
- Women do not see themselves as producers or farmers in spite of being heavily involved in agricultural production;
- Agricultural professionals and technicians, both male and female, downplay the role of women in agriculture;
- The techniques and tools for conducting gender analysis and developing results-based plans to empower women in the agriculture and food security sector are not well known or understood by government and civil society;
- Government and civil society organizations require substantial technical assistance in the areas of RBM and gender equality.

8.2 Governance Assessment

Political

Cuba is a socialist republic led by the Communist Party of Cuba. The President, General Raul Castro Ruiz, is chief of state, Commander-in-Chief of the Cuban Armed Forces, head of the Council of State and the Council of Ministers. Miguel Diaz Canel serves as First Vice-President of both Councils. The President and Vice-President are elected by the National Assembly for a five-year term. The next elections will be held in 2018. The Communist Party of Cuba (CPC) is the only legal political party in Cuba. However, a small number of non-Party members are allowed to serve on the National Assembly. According to the Constitution, the National Assembly of the People's Power and the Council of State hold supreme authority in the Cuban system. The Council of Ministers, through its nine-member Executive Committee, administers the economy. While the Constitution provides for independent courts, it explicitly subordinates them to the National Assembly and to the Council of State. The highest judicial body is the Supreme People's Court. The Constitution also states that legally recognized civil liberties can be denied in the case of opposition to "the decision of the Cuban people to build socialism".

In an attempt to reconcile the existence of the one-party system with grassroots democracy, the Electoral Law of 1992 opened political space to the grassroots, allowing for the election of deputies to the National Assembly of the "Poder Popular" (for five-year terms) and of delegates to Municipal Assemblies (for 2.5-year terms). The Organs of People's Power consist of a five-tier set of assemblies, ranging from neighbourhood, electoral districts, municipal, provincial and national levels. The "Consejos Populares" collaborate with local governments to promote greater efficiency in production and services, as well as to strengthen popular participation and the quality of life of ordinary citizens. They also exercise fiscal supervision over municipal-level entities.

Human Rights

Cuba is a signatory of the Universal Declaration of Human Rights and sits on the United Nations Human Rights Council. In 2008, Cuba signed the International Covenant on Civil and Political Rights, as well as the International Covenant on Economic, Social and Cultural Rights. Neither Covenant has yet been ratified. Implementation of certain of the enshrined rights, notably in the civil and political arena, is still challenging, with certain limitations on freedom of speech, press and assembly. While the Government of Cuba encourages "constructive criticism", direct political opposition is not tolerated. Most recently, as a result of negotiations between the Government of Cuba and Cardinal Jaime Ortega, most of the 75 Cuban human rights activists arrested in March 2003, were

released and some have opted to remain in Cuba. While the release of prisoners is seen as an encouraging sign, challenges persist.

Socio-Economic

In the 1990's, following the collapse of the Soviet Union and the end of Soviet economic assistance, as well as the tightening of the US trade embargo, Cuba introduced limited free-market measures to alleviate the severe shortages of food, consumer goods, petrol and services. These included limited self-employment in certain retail and light manufacturing sectors, legalization of the use and holding of foreign exchange (notably in business)⁶, and the introduction of a law seeking to curb fiscal evasion. State agencies were re-organized, starting with the merging of the Central Planning Board with other organizations that used to coordinate assistance from socialist countries. The Cuban National Bank was strengthened and decentralized. Tourism was encouraged as a means of bringing in foreign currency and a Ministry of Tourism was created. At the same time, Cuba introduced policy changes, beginning with the re-institution and expansion of the People's Councils (which created networks with agricultural workers), the creation of the Basic Units of Cooperative Production, the establishment of incentive-based agricultural reform, and the legalization of farmers' markets. Cuba developed a system of "organoponicos", allowing urban non-farm workers to supplement their rations with individually-farmed produce, thereby becoming responsible for their own food production.

More recently, Cuba has been hit hard by the global financial crisis as well as recurrent natural disasters (hurricanes), which have accentuated the shortage of hard currency, reduced imports, and had repercussions on foreign investment. Notwithstanding these difficulties, the Government provides citizens with free health care (resulting in a lower infant death rate than that of many developed countries) and free education (resulting in a 99.8% literacy rate).⁶ The average life expectancy in Cuba is 77.6 years, well above that of most developing countries.

While the State is the majority owner of the means of production, much of the industrial sector operates under joint venture arrangements with foreign investors who can own up to 49% of assets. Joint ventures dominate key sectors such as tourism, oil drilling, mining, transportation, communications, and pharmaceuticals, and attract investment from Canada, Europe (notably Spain), Latin America and China (also a key source of imports).

The 1992 Constitution provides for decentralization and local government. More recently, decentralization of authority and decision making have both become a cornerstone of Cuban policy. The "New National Economic and Social Policy Guidelines" ("Lineamientos"), adopted in 2011 emphasize the importance of decentralization, and present the Cuban economic management model and policies related to macro-economics, the foreign economy, investment, science and technology, social services, agro-industry, industry and energy, tourism, transportation, construction, and business development.

The "Lineamientos" clearly favour an economy with a larger private sector, fewer subsidies and more decentralized decision making. Emphasis is placed on "planning" and "updating the socialist model". The State will regulate non-state forms of business such as enterprises and cooperatives. However, the form and degree of regulation, as well as the space permitted for contact with other entities (such as that being granted to cooperatives), will determine the scope for autonomous decision making. Wholesale markets will be developed to sell supplies to entrepreneurs and cooperatives, but a single-currency system will have to await an increase in general economic output.

In keeping with the "Lineamientos", the Government has already undertaken major steps to re-balance the labour market towards the private sector and encourage less State spending. Of the 500,000 government workers laid off in the first quarter of 2011, almost half will shift to employee-run cooperatives converted from previously state-owned businesses.

⁶ United Nations Statistics, MDG Indicators, 2010

8.3 Environment Assessment

Environmental stressors and vulnerabilities

Cuba is a long, narrow island with few large rivers and limited surface freshwater resources. According to the United Nations Environmental Program (UNEP)⁷, inland and seawater pollution is a serious concern in Cuba, and adversely affects diverse economic sectors such as fishing, industry, agriculture, and tourism. The main causes for water pollution in Cuba are the use of obsolete technologies; the absence of and/or technical malfunctioning of treatment systems; the inadequate management of solid residues and the concentration of industrial facilities in urban areas. Another concern relates to significant leakages in the water distribution networks across the country, which leads to overdrawing and water wastage, creating undue strain on the already limited water resources of the island.

Soil degradation is another pressing environmental issue in Cuba that is mainly due to the application of harmful agricultural practices including centuries of monoculture farming of sugar and tobacco. Studies from MINAG indicate that 12 percent of all agricultural land in Cuba is subject to desertification to some degree, a proportion of which is expected to increase to 15 percent by 2015.⁸ Other environmental issues that affect agricultural productivity in Cuba include soil erosion, soil compaction, soil salinity and acidity, bad drainage, the presence of invasive species (such as plant species Marabu and Melaleuca) and forest fires.

Cuba also faces recurrent energy shortages, and mostly depends on the largesse of Venezuela, from which it receives almost two-thirds of its daily oil needs (Perales, 2010). After severe blackouts in 2004-2005, the Government of Cuba has put more emphasis on energy efficiency and conservation and on the integration of more renewable energies into its national energy portfolio. Despite some success, the high proportion of power generation that is still based on liquid fuels results in extremely high costs and very high carbon emissions. In addition, if support from Venezuela were reduced or ended, the energy sector would require extremely high fiscal subsidies.

Finally, like most Caribbean countries, Cuba is very prone to natural disasters, mostly hurricanes, floods and droughts. In 2008 alone, the damages caused by hurricanes Ike, Gustav and Paloma exceeded US \$10 billion.⁹ Records of recent years also show an increase in the frequency of hurricanes affecting the Cuban archipelago and neighbouring countries, as well as larger-diameter hurricanes with stronger winds. Cuban scientists point to the increased force of hurricanes, more frequent droughts, more tornadoes and heavy rainstorms, and changes in the patterns of crop growth and yields, due to the effects of global climate change.¹⁰

Legal framework for environmental management

In Cuba, environmental protection and rational use of natural resources are national strategic objectives. The country has a comprehensive system of laws and regulations intended to enhance environmental protection and to hinder environmental degradation. Law No. 81, “Law on the Environment,” was adopted in 1997 and is the main legal framework for environmental protection. The importance of this law rests on its in-depth description of the sources of pollution and the penalties imposed on polluters, the requirement to acquire an environmental license for activities that are likely to affect the environment, and the enforcement of environmental impact assessments (Alvarez, 2004). Cuba also has a National Environmental Strategy (2007-2010) which is the guiding document of Cuban environmental policy. It establishes the principles upon which the national environmental efforts are based, characterizes the main environmental problems in Cuba and proposes avenues and instruments to prevent, solve, or minimize these issues.

⁷ <http://iwcarn.org/participating-countries/cuba/national-report-cuba-reporte-nacional-cuba/view>

⁸ http://www.redorbit.com/news/science/187457/environmentcuba_treeplanting_reversing_years_of_soil_erosion/

⁹ <http://www.democracynamericas.org/cubacentral/news-story/cuba%E2%80%99s-hurricanes-damage-estimated-more-10-bn>

¹⁰ <http://web2.acdi-cida.gc.ca/extranet/Americas/ExtCubaNet.nsf/46a0e816421e990885256b80006c302a/b0cc96a5873b4ab78525762e0046e2ea?OpenDocument>

At the national level, the main institution responsible for environmental management is the Ministry of Science, Technology, and Environment (CITMA), which was established in 1994. CITMA is in charge of developing and implementing environmental policies and laws. The ministry's reach extends throughout the country in its fifteen territorial units - one in each of the provinces, and on the Isle of Youth. However, CITMA's ability to enforce laws and regulations is severely limited by its lack of authority to interfere in matters under the control of economic-sector ministries (Alvarez, 2004). Other institutions are also involved in environmental and natural resource management in Cuba, such as the Environment Agency (AMA), the National Institute of Water Resources (INRH), The National Forestry Directorate (DNF), the National Research Institute for Tropical Agriculture (INIFAT) and the Soils Institute.

Finally, it is worth mentioning that Cuba has ratified all of the major Multilateral Environmental Agreements such as the Ramsar Convention on Wetlands, the United Nations Framework on Climate Change, the UN Convention on Biological Diversity (1992), and the UN Convention to Combat Desertification.

Sustainable agriculture in Cuba

In Cuba, historical and political factors have contributed to the adoption, in the last decades, of many sustainable agricultural practices. With the collapse of the socialist block of Eastern Europe in 1989, Cuban agriculture, which was highly dependent on chemical inputs from the Soviet Union, suddenly confronted a reduction of over 50% in oil, fertilizer, and pesticide imports, while food imports also drastically dropped. As a response to the resulting food scarcity, Cuba turned to urban and peri-urban agriculture to try to ramp up local food production while adopting an alternative agricultural model, based on low input requirements and sustainable methods of production.

While Cuba's urban agriculture has taken on many forms, ranging from private gardens (huertos privados) to state-owned research gardens (organoponicos), popular gardens (huertos populares) are the most widespread and accessible to the general public. Garden productivity has been achieved with minimal external inputs, applying principles of organic agriculture that are low cost, readily available, and environmentally sustainable. Gardeners seldom use chemical fertilizers, relying instead on organic fertilizers in the form of chicken or cow manure, compost from household food waste, and occasionally vermiculture. However, popular gardens face some major constraints such as the scarcity of available land in densely populated areas; the scarcity of water, particularly during the dry season from November to April; and the poor quality of the urban topsoil.

Institutional support for urban agriculture is provided by the National Research Institute for Tropical Agriculture (INIFAT) in the Ministry of Agriculture. INIFAT is the head of the National Group, which combines the efforts of seven Ministries and seventeen other institutions, and has a group in each province to promote and monitor the experience. Networks of extension agents teach urban growers about small-scale agriculture techniques suited to urban food production and promote sustainable methods and practices: biofertilizers, earthworm culture, waste recycling, biological pest control, composting, rainwater harvesting, etc. INIFAT also works with Cuba's agricultural research sector and 222 small-scale centers now produce biological control products to support sustainable organic agriculture throughout the nation. These centers harness microorganisms that perform useful functions in natural ecosystems and reproduce them in forms that can be used as biopesticides; other laboratories produce a variety of organic biofertilizers.¹¹ However, the production of organic inputs is not enough to meet the needs of farmers. The organic matter that is used in these centers is brought in from rural agricultural sites and although the city of Havana, for example, produces 1,500 metric tons of waste per day, of which 60 % is organic, only about 15 % of this waste is being used in the organic production centers, leaving an unused potential that could help to reduce management and transportation costs and provide benefits to producers in the city (Cruz and Medina, 2003).

¹¹ http://bss.sfsu.edu/raquelrp/pub/2000_aug_pub.html

Disaster-Risk Reduction

Cuba is highly vulnerable to hydro-meteorological hazards such as hurricanes, floods, drought, high magnitude rainfall and related hazards such as landslides. The recurrent impacts of these events have been detrimental on the environment, economy and livelihoods, and particularly on agriculture.

The extent of devastation caused to the agricultural sector by recent hurricane seasons stresses the need to move from a reactive to a proactive approach in order to facilitate more long term and sustainable interventions. There is an urgent need to emphasize preparedness as a mitigation strategy for the impacts of these events. While Cuba has an advanced Disaster Risk Management framework that addresses preparedness and mitigation issues and involves a wide cross-section of stakeholders, there are still weaknesses in linking long-term development planning within the agricultural sector with the realities and projections of recurrent natural hazards/disasters and improving preparedness and mitigation measures (FAO, 2009). At the local level, these climatic mishaps have stimulated inventiveness among farm workers who have implemented a variety of homespun, local solutions, which crudely but efficiently replace their missing modern-technology counterparts (FAO, 2009). Examples include the use of covering materials on farm installations, the creation of evacuation centers for farm animals, the control of rills, and the use of living coverings. The many good practices that have emerged should be generalized across the various regions of the country and integrated into project activities.

Annex A, Appendix 1 – Logic Model

Project Title: Contributing to Sustainable Food Production in Cuban Municipalities	Country/Region: Cuba	Duration: 2014 - 2019
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Ultimate Outcome	Increased sustainable agricultural production for women and men in selected urban and suburban municipalities			
Intermediate Outcomes	1100: Strengthened management of sustainable municipal agricultural development in selected municipalities		1200: Increased sustainable production of diversified food products, especially by women, in selected municipalities	
Immediate Outcomes	1110: Improved capacity of municipal agricultural delegations to develop food production plans that integrate gender equality, environmental sustainability and disaster-risk management	1120: Improved capacity of municipal agricultural delegations to implement their food production plans and to monitor results	1210: Increased access of farmers, especially female farmers, to quality agricultural inputs (e.g. seeds, organic fertilizers, small machinery, etc.)	1220: Improved capacity of farmers, especially female farmers, to increase and diversify their production and sell their products locally
Outputs	1111: Diagnosis of the agricultural situation of each selected municipality completed 1112: Technical assistance provided to the Ministry of Agriculture on gender-sensitive and environmentally sustainable project management (which includes disaster-risk management) 1113: Technical assistance provided to municipal agricultural delegations and key stakeholders to develop gender-sensitive and environmentally sustainable food production plans	1121: Equipment, material and tools (computers, software, motorcycles etc) provided to municipal agricultural delegations to facilitate the implementation and monitoring of their food production plans 1122: Technical assistance provided to municipal agricultural delegations to strengthen their capacity to implement and monitor their food production plans	1211: Equipment/materials provided to local entities that produce/provide agricultural inputs, according to the needs identified in the municipal food production plans 1212: Technical assistance provided to local input-producing entities to increase their capacity to produce/provide agricultural inputs in a sustainable manner	1221: Equipment/materials (eg. wheelbarrows, carts, containers) provided to farmers, especially female farmers, to facilitate the delivery of their agricultural production to municipal sale points 1222: Technical assistance provided to farmers, especially female farmers, to help them increase, diversify and sell their agricultural production
Activities	1111: Complete a diagnosis of the agricultural situation of each selected municipality 1112: Provide technical assistance to the Ministry of Agriculture on gender-sensitive and environmentally sustainable project management (which includes disaster-risk management) 1113: Provide technical assistance to municipal agricultural delegations and key stakeholders to develop gender-sensitive and environmentally sustainable food production plans	1121: Provide equipment, material and tools (computers, software, motorcycles etc) to municipal agricultural delegations to facilitate the implementation and monitoring of their food production plans 1122: Provide technical assistance to municipal agricultural delegations to strengthen their capacity to implement and monitor their food production plans	1211: Provide equipment/materials to local entities that produce/provide agricultural inputs, according to the needs identified in the municipal food production plans 1212: Provide technical assistance to local input-producing entities to increase their capacity to produce/provide agricultural inputs in a sustainable manner	1221: Provide equipment/materials (eg. wheelbarrows, carts, containers) to farmers, especially female farmers, to facilitate the delivery of their agricultural production to municipal sale points 1222: Provide technical assistance to farmers, especially female farmers, to help them increase, diversify and sell their agricultural production

http://hdr.undp.org/en/media/HDR_2009_EN_Complete.pdf

² Food is exempted from the 48-year US trade embargo however strict U.S. regulations require Cuba to pay cash in advance to U.S. producers, with no credit permitted

Annex B – Specific Mandate of the Consultant

1. Title

Contributing to Sustainable Food Production in Cuban Municipalities

2. Objective

The Consultant will implement and manage the project toward the attainment of the project's expected results as described in the project description.

3. Description of Services to be provided:

3.1 Project Management

The Consultant will be the overall manager, administrator and coordinator, bringing together the various resources required to execute the project. The Consultant will be responsible for carrying out activities required for the financial and operational administration of the project. For the purposes of the contract, the Consultant shall:

- A. Work with MINAG's Soils Institute focal point assigned to support the project. The role of the MINAG's Soils Institute focal point includes acting as the contact point for the coordination of activities that would be delivered by the Consultant in collaboration with the Cuban counterpart, MINAG's Soils Institute;
- B. Develop, in collaboration with MINAG's Soils Institute, procedures to establish cost-effective and timely selection, subcontracting, administration and performance review of appropriate and qualified technical experts to meet a range of short and medium-term needs;
- C. Define and oversee the roles and responsibilities of individuals or firms subcontracted for any aspect of project work;
- D. Administer and oversee project-funded initiatives;
- E. Develop a network of Cuban, regional and international resources;
- F. Procure goods and services in accordance with public procurement principles as defined in Section 4. Procurement of Goods and Services;
- G. Liaise and share knowledge with local and national stakeholders and further donor coordination efforts and harmonization by consulting and sharing information with other DFATD projects and donors working in related sectors;
- H. Integrate gender equality, governance and environmental sustainability into all aspects of the project as cross-cutting issues;
- I. The Consultant is to develop a functional and effective financial system to manage project funds. The Consultant must maintain records of expenses and disbursements;
- J. Complete the Performance Measurement Framework (PMF) as detailed in section 7;
- K. Monitor the project in accordance with the approved PMF and reporting requirements to DFATD;
- L. Produce and submit the reports as specified in Section 7. Reporting Requirements; and
- M. Act as the Secretariat for the PSC by organizing annual meetings (procedures and minutes) and following-up on PSC decisions and recommendations.

3.2 Project Implementation

3.2.1 Inception Phase

The project will start with a four month inception phase, during which the Consultant will elaborate in more details, the sub-activities and sequence of these sub-activities to be undertaken during the first year implementation of the project. Within 30 days from the signature of the contract, the Consultant will produce an inception mission plan as described in the Reporting Requirements section. During the Inception Phase, the Consultant must:

- A. Refine the design of the project and produce a Project Implementation Plan (PIP) as detailed in the Reporting Requirements section. The resulting design must demonstrate clearly that the

anticipated outcomes are achievable and feasible, and that clear monitoring of progress towards achieving them can be done in a cost-effective manner. A full analysis of assumptions and risks together with mitigation strategies is expected during the inception phase;

- B. Work in collaboration with MINAG (Soils Institute) and MINCEX in opening a fully functional project office in La Havana (including the procurement of required equipment and materials, opening bank accounts, etc.). To be noted that the Consultant will not reside in Cuba for the purposes of work because of Cuban residency restrictions.
- C. Identify and begin the recruitment process with MINAG'S SOILS INSTITUTE (and PALCO) in hiring locally (or regionally) a Project Facilitator, Gender Equality Specialist, and Environment Specialist according to the labour laws of the Government of Cuba and ensure that his/her working environment is equipped with required equipment/accessories and materials (computer, printer, scanner, internet, phone, cell phone, payment method, transportation, etc.). As noted earlier, the identification and recruitment of these positions will be conducted in consultation with MINCEX, MINAG's Soils Institute, and approved by the DFATD Technical Authority.
- D. Prepare detailed Terms of Reference for a diagnostic study of the agricultural situation of each of the following municipalities: Artemisa, Bejucal, Guanabacoa, Guines, and Madruga.
- E. Conduct a needs assessment and develop a Technical Assistance Plan, in a participatory manner, to build MINAG's Soils Institute project management capacity, as outlined in the Reporting Requirements section;
- F. The Consultant will also produce the project's Implementation Plan (PIP) and the Initial Work Plan. This Work Plan will include, among other things, all required documentation as outlined in the Reporting Requirements section.

3.2.2 Implementation Phase:

The Consultant will commence the implantation phase following completion of the Inception Phase and the approval of the PIP and Initial Annual Workplan by DFATD

3.2.2.1 The Consultant must produce the following Outputs. These outputs will be refined during the Inception Phase, and detailed as part of the Inception Phase report and Initial Annual Work plan.

Output 1111 – Diagnosis of the agricultural situation of each selected municipality completed.

Completion of the Output will entail at minimum:

The Consultant will be responsible to perform a diagnostic of the agricultural situation of each of the following municipalities: Artemisa, Bejucal, Guanabacoa, Guines, and Madruga. The diagnostic study will be conducted in coordination with municipal agriculture delegations, local MINAG representatives, local producers/suppliers of agricultural inputs, and productive entities.

The diagnostic study will include an analysis of information regarding agricultural production and productivity in the targeted areas, and will include as a minimum:

- A synthesis of information provided by the Cuban National Office of Statistics (ONE) and MINAG for each of the selected municipalities, including;
 - socio-demographics of the local population
 - synopsis of historical agricultural production
 - status of current agricultural production
 - which agricultural products are being produced
 - number of new tenants of agricultural land
 - characterization of the local agricultural labour force
 - synopsis of key municipal economic sectors
 - the organizational structure of each municipal agricultural delegation, composition of local agricultural productive base by category (private farms, CCS, CPA, UBPC).
- A validation of the choice of municipalities selected that have the potential for increased production of fruits, vegetables, roots and tubers;
- Identification of key stakeholders in the urban and peri-urban areas of each selected municipality;
- Identification of the needs for agricultural equipment, materials and technical assistance required by each selected municipality;

- An assessment of each selected municipality's capacity to develop gender-sensitive and environmentally sustainable agricultural production plans, including an analysis of:
 - existing agricultural productivity plans, and any performance shortcomings
 - local entities providing technical assistance to the local agricultural entities
 - the roles, responsibilities, opportunities and obstacles to the participation of women in agricultural production, gender considerations impacting the agricultural sector in the selected municipalities
 - environmental considerations impacting the agricultural sector in the selected municipalities, including soil and water management and vulnerability to climate change and natural disasters.
- An assessment of each selected municipality's capacity to implement their agricultural production plans and monitor results, including an analysis of the gap between what monitoring equipment and materials exist and what is required to enhance existing monitoring;
- An assessment of each selected municipality's capacity to increase local production of agricultural inputs and access by productive entities, including an analysis of;
 - the capacity of local producers of agricultural inputs to increase production of agricultural inputs and to increase access by productive entities to those inputs and to employ new equipment and material provided to increase production and improve distribution of agricultural inputs
 - the gap between what is being produced locally and what is required/desired
 - the gap between the existing equipment and materials and what is required/desired to meet the identified needs.
- An assessment of each selected municipality's capacity to facilitate the distribution of agricultural products to points of sale at farm level, including an analysis of:
 - storage facilities and sales points at farm level for agricultural products
 - the capacity of local productive entities to distribute agricultural products to locations where they are sold and to incorporate the new equipment and material provided to improve distribution

Completion Date: Within 4 months (120 days) after the signature of the contract

Based on the above diagnostic study, the Consultant will be responsible to:

- Prepare a report with recommendations for DFATD approval (with a corresponding procurement plan) on which of the 5 targeted municipalities will become the focus of the project. The Report will provide recommendations (based on the assessment conducted in the diagnostic study) on how to increase agricultural production/productivity and will include at least:
 - a prioritization of needs;
 - a cost-benefit analysis of addressing each identified need;
 - agricultural equipment, materials and tools required to meet needs;
 - challenges and bottlenecks for increasing production;
 - relevant risks and constraints;
 - gender, environment, water management, vulnerability to climate change and natural disaster considerations that impact the agricultural sector in the selected municipalities;
 - a Technical Assistance Plan for each of the targeted municipal delegations, local input-producing entities, farmers, especially female farmers, which identifies:
 - recipients (key stakeholders involved in the development of municipal agricultural plans, in monitoring agricultural production plans, local producers/suppliers of agricultural inputs, and male and female farmers involved in agricultural production plans),
 - objectives, approach, methodology, format and materials for delivery of TA,
 - gender, environmental and governance considerations,
 - performance measures and evaluation framework (based on sound results-based management principles) related to the TA,
 - expertise required (local and international, involving a balance of male and female experts) and the approach to contracting for their services,
 - a schedule for delivery, and
 - a detailed budget.

Based on the findings of the diagnostic study, the Consultant will prepare a Procurement Plan in coordination with MINCEX, MINAG'S Soils Institute and EMED (the Agency responsible for managing imports of donations and materials from international cooperation projects in Cuba). The Procurement Plan must be approved DFATD, and will include, as minimum:

- technical specifications for each item of equipment and material identified, which will be validated and approved by MINAG'S Soils Institute, as required;
- approach to the coordination of imports that will be conducted through EMED, and the distribution to the recipients that will be conducted in collaboration with MINAG'S Soils Institute;
- determination and selection of local and regional sources of supply; and,
- arrangement to be made for shipping by sea and/or by air

Completion Date: Within 4 months (120 days) after the signature of the contract

Output 1112 – Technical assistance provided to the Ministry of Agriculture on gender-sensitive and environmentally sustainable project management (which includes disaster-risk management).

Completion of the Output will entail at minimum:

The Consultant will be responsible to conduct a needs assessment and develop a Technical Assistance Plan for the Soils Institute that will include at least:

- Based on the Procurement Plan, identification of the equipment and materials currently in place and/or required to support project management at the Soils Institute office, and at the local affiliated MINAG provincial and municipal offices;
- Analysis of monitoring and evaluation systems in place to measure progress on key project indicators
- Analysis of the Soil Institute's knowledge of, skills, abilities and use of RBM and project performance reporting
- An analysis of the degree of coordination between the Soils Institute and the affiliated MINAG provincial and municipal representatives in enhancing monitoring and evaluation practices

Completion Date: Within 4 months (120 days) after the signature of the contract

Based on needs assessment of the Soils Institute established during the inception phase, and the Technical Assistance Plan approved by DFATD, the Consultant will be responsible to provide training, coaching and technical assistance to MINAG's Soils Institute to build its capacity to facilitate project management. The training, coaching, and technical assistance will develop staff capacity and should include at least:

- Project management principles, processes, and tools
- Results-based management, performance management and project evaluation principles, processes, and tools;
- Integrating gender equality, environmental and governance considerations into project management.

The Consultant will identify, in consultation with MINAG's Soils Institute the relevant staff members to receive the technical assistance training, which will be detailed in the Technical Assistance Plan.

Completion Date: Within the first 3 years after the approval of the PIP

Output 1113 – Technical assistance provided to municipal agricultural delegations and key stakeholders to develop gender-sensitive and environmentally sustainable agricultural production plans

Completion of the Output will entail at minimum:

- Based on the diagnostic study and report on recommendation(Output 1111), the Consultant will be responsible to provide technical assistance to municipal agricultural delegations and key stakeholders to build their capacity to develop gender-sensitive and

environmentally sustainable agricultural production plans.

Completion Date: Throughout the contract duration

Output 1121 – Equipment, material and tools (computers, software, motorcycles, etc.) provided to municipal agricultural delegations to facilitate the implementation and monitoring of their agricultural production plans

Completion of the Output will entail at minimum:

- Based on the diagnostic study and approved procurement plan (Output 1111), the Consultant will be responsible to provide equipment, material and tools to selected municipal agricultural delegations to facilitate the implementation and monitoring of their agricultural production plans.

Completion Date: Throughout the contract duration

Output 1122 – Technical assistance provided to municipal agricultural delegations to strengthen their capacity to implement and monitor their agricultural production plans

Completion of the Output will entail at minimum:

- Based on the diagnostic study (Output 1111), the Consultant will be responsible to provide technical assistance to municipal agricultural delegations to strengthen their capacity to implement and monitor their food production.

Completion Date: Throughout the contract duration

Output 1211 – Equipment/materials provided to local entities that produce/provide agricultural inputs, according to the needs identified in the municipal agricultural production plans

Completion of the Output will entail at minimum:

- Based on the diagnostic study and approved procurement plan (Output 1111), the Consultant will be responsible to provide equipment/materials to selected local entities that produce/provide agricultural inputs as identified in the municipal agricultural plans.

Completion Date: Throughout the contract duration

Output 1212 – Technical assistance provided to local input-producing entities to increase their capacity to produce/provide agricultural inputs in a sustainable manner

Completion of the Output will entail at minimum:

- Based on the diagnostic study (Output 1111), the Consultant will be responsible to provide technical assistance to local input-producing entities to increase their capacity to produce/provide agricultural inputs in a sustainable manner.

Completion Date: Throughout the contract duration

Output 1221 – Equipment/materials (eg. wheelbarrows, carts, containers) provided to farmers, especially female farmers, to facilitate the delivery of their agricultural production to municipal sale points

Completion of the Output will entail at minimum:

- Based on the diagnostic study and approved procurement plan (Output 1111), the Consultant will be responsible to provide equipment/materials to farmers, especially female farmers, to facilitate the delivery of their agricultural production to municipal sale points.

Completion Date: Throughout the contract duration

Output 1222 – Technical assistance provided to farmers, especially female farmers, to help them increase, diversify and sell their agricultural production

Completion of the Output will entail at minimum:

- Based on the diagnostic study (Output 1111), the Consultant will be responsible to provide technical assistance to farmers, especially female farmers, to help them increase, diversify and sell their agricultural production.

Completion Date: Throughout the contract duration

3.2.2.2 Managing for Results

As detailed in Section 7.Reporting Requirements and elsewhere in the Contract, the Consultant must implement this project using Results-based Management.

3.2.2.3 Role and responsibilities of the Consultant under the Project Steering Committee

The Consultant will be responsible for the secretariat of the Project Steering Committee, which includes but is not necessarily limited to: organising the meeting, preparing documentation, distributing documentation well in advance of the meeting, taking minutes.

3.3 Provision of professional services:

The Consultant will be responsible for:

- A. Providing expert advice in order to build capacity to address, at minimum, the common challenges outlined in Terms of Reference – Project Description.
- B. Sourcing and deploying high quality professional resources to provide the technical assistance required for the project. The Consultant will be required to ensure that skills and knowledge are transferred to build the capacity of the Cuban counterparts and direct beneficiaries. The Consultant will be expected to review and assess the performance of contracted expertise to validate that skills have been transferred and that the abilities of Cubans to perform their tasks have improved.

In addition, the Consultant will identify and provide one (1) qualified individual for each of the following four (4) positions:

3.3.1 Project Manager

The Project Manager (PM) will have the overall management responsibility of the project and will provide project strategic direction, managerial and administrative technical support services. The PM is responsible for ensuring that the project follows DFATD Results Based Management policy, methodology, templates and tools. The PM provides overall guidance and management to the Consultant’s personnel.

The PM will adopt and promote (i) managing for results; (ii) inclusive participation; (iii) greening of operations; (iv) good governance, and (v) gender equality as fundamental project principles.

The PM must possess the following minimum language proficiency levels
(http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng)

Language	Speaking	Reading	Writing
English or French	4	4	4
Spanish	4	4	4

Responsibilities include, but are not necessarily limited to:

- A. Managing personnel in the implementation of work plans;
- B. Providing direction and guidance to the project teams;
- C. Sourcing and contracting local project staff and developing and maintaining a network of short-term specialists;
- D. Working with the Cuban project teams (as described in Section 3.4 below) in assessing the training and capacity development needs of the Soils Institute and Cuban partners on project design and management, project life cycle and issues related to budget execution and project delivery;

- E. Developing strategies, guidelines and procedures to provide the requisite training, coaching and mentoring on project management to project beneficiaries;
- F. Providing strategic advice and training on all aspects of project management and administration;
- G. Arranging, scheduling, coordinating, and facilitating training courses/workshops for selected Cuban project staff and stakeholders;
- H. Liaising and reporting to the DFATD Technical Authority and the DFATD Head of Cooperation on a regular basis and as required, and on communications with Government of Cuba representatives;
- I. Leading the preparation of the Project Implementation Plan and leading the preparation of all Project Annual Work plans and Reports (performance and financial);
- J. Development of procurement plans and overseeing the provision of procurement services under the Project;
- K. Representing the Consultant in Project meetings, such as Project Steering Committee meetings;
- L. Establishing and maintaining good working relationships with partners, DFATD Headquarters and DFATD in Cuba;
- M. Coordinating and liaising with other donor, government and DFATD projects and activities;
- N. Monitoring the project progress and results, and presenting the progress and results to DFATD and other stakeholders, as requested and required;
- O. Identifying and managing risks and challenges to the project;
- P. Overseeing and monitoring all project financial transactions;
- Q. Establishing and maintaining effective knowledge sharing methods including the identification and effective dissemination of project successes, innovations, best practices and lessons learned;
- R. Assisting DFATD in developing and maintaining effective relationships with national and local project stakeholders;
- S. Ensuring compliance with the CEAA and all applicable Cuban environmental laws, regulations and norms;
- T. Ensuring the integration of DFATD’s crosscutting themes (Gender Equality, Governance and Environmental Sustainability) as well as natural disaster risk management

3.3.2 Agricultural Advisor

Reporting to the PM, the Agricultural Advisor (AA) will provide technical and professional advice and the transfer of technical knowledge and experience in the area of agricultural production. The AA will work closely with the PM, the Cuba-based team (as described in Section 3.4 below), the Soils Institute and other Cuban stakeholders.

The AA must possess the following minimum language proficiency levels
(http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng)

Language	Speaking	Reading	Writing
English or French	4	4	4
Spanish	4	3	3

Responsibilities of the AA include, but are not necessarily limited to:

- A. Supporting the PM in maintaining up to date data on urban and sub-urban agriculture productivity in selected municipalities and their provinces;
- B. Providing expert advice on sectoral strategic planning, using the principles of results-based management and monitoring frameworks;
- C. Developing and implementing strategies, tools and methodologies for the integration and coordination of urban and sub-urban agricultural plans within a context of decentralization, and contributing to strengthening local planning with considerations for national policies and local-level planning priorities;
- D. Coordinating with the project specialists (i.e. Gender Equality and Environment) to secure the integration of cross-cutting themes into project activities;
- E. Assisting the PM in providing technical assistance to integrate a monitoring and evaluation system into urban and sub-urban municipal agriculture plans;
- F. Providing advice on the qualifications of Cuban expertise to be contracted by the Soil Institute in collaboration with the PM and Project Facilitator;
- G. Participating in local training exercises at the outset of the project, and assessing and evaluating their results throughout the course of the project, making adjustments as required.

3.3.3 Gender Equality Advisor

Reporting to the PM, the Gender Equality Advisor (GEA) will provide expert advice to Project staff and partners on all matters pertaining to gender equality principles and issues. The GEA will work closely with the PM and the Cuba-based or regional Gender Equality Specialist.

The GEA must possess the following minimum language proficiency levels
(http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng)

Language	Speaking	Reading	Writing
English or French	4	4	4
Spanish	4	3	3

Responsibilities of the GEA include, but are not necessarily limited to:

- A. Providing technical and professional advice to Project staff and partners on matters relating to integrating gender equality principles in the project, specifically, in identifying methods to mainstream gender equality in the planning and implementation of project activities;
- B. Leading the development and implementation of the Gender Equality Strategy, with the PM;
- C. Participating in the monitoring of Project progress and results;
- D. Providing technical support in the preparation of the Project Implementation Plan (PIP), Annual Work Plans, progress and end-of-Project Reports, from a gender perspective;
- E. Developing terms of reference for additional technical resources in gender equality, if required;

3.3.4 Procurement Specialist

Reporting to the PM, the Procurement Specialist (PS) will have the overall responsibility to procure and deliver goods and services in accordance with the Procurement Plan. The PS will also travel to Cuba at the project outset, and as required, to assess, together with the Project Facilitator, the procurement capacity of the Soils Institute.

The PS must possess the following minimum language proficiency levels
(http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng)

Language	Speaking	Reading	Writing
English or French	4	4	4
Spanish	3	3	3

Responsibilities of the PS include, but are not necessarily limited to:

- A. Working with the Project staff and partners, and in consultation with MINCEX/EMED, to design and deliver a Procurement Plan;
- B. Providing training in open, transparent and competitive procurement methods in a manner that enhances access, competition and fairness that results in best value;
- C. Establishing a simple method of local procurement, securing transparency and best value;
- D. Conducting competitive processes (with pre-determined, clear evaluation of selection methods to establish best value for money) which are to be used for the procurement of services, equipment, materials, or other assets both nationally and internationally, to meet the requirements of the project;
- E. Coordinating imports and their distribution in Cuba with appropriate authorities;
- F. Identifying local and regional sources of supply;
- G. Arranging shipments by sea and/or by air;
- H. Maintaining lists of potential suppliers able to bid, for goods and services related to the Project, under the special circumstances of working in Cuba and identifying updated prices.
- I. Submitting regular reports to DFATD on procurement campaigns.

The Consultant must also recruit and select one (1) qualified individual during project implementation for the following positions.

3.3.5 Financial and Administrative Officer

Reporting to the PM, the Financial and Administrative Officer will oversee all project administration, accounting, and financial reporting required under Section 7, Reporting Requirements.

Responsibilities of the Financial and Administrative Officer include, but are not necessarily limited to:

- A. Verifying expenses and monitoring budgets for all project activities;
- B. Developing and administering financial control processes and procedures to ensure that financial obligations, and financial reporting to DFATD are carried out in a timely fashion;
- C. Verifying and paying supplier invoices;
- D. Preparing and submitting monthly invoices to DFTAD;
- E. Preparing and submitting quarterly and annual financial reports, as per the project reporting requirements, found in Section 7, Reporting Requirements;
- F. Providing administrative services necessary to facilitate the generation of reports required under the project reporting requirements, found in Section 7, Reporting Requirements
- G. Providing administrative support to the project core team and PM.

3.4 Provision of Additional local professional services and contractors

The Consultant's team will also include other personnel and contractors, either based in Cuba (as citizens or permanent resident of Cuba) or regionally in Latin America (as citizens of any Latin American nation who will be providing the services in Cuba, but does not necessarily live in Cuba), with close and frequent access to local project sites.

Results of the diagnostic study of each of the targeted municipalities performed by the Consultant in the first year of the project will assist the Consultant in identifying the required professional, organizational and institutional resources.

Fees for Local Professional services will be determined during contract implementation and reimbursed at cost from the \$700,000 allocation.

These positions will be assessed and validated during the inception phase to determine qualifications and level of effort. The recruitment and selection of additional local professionals and contractors are subject to DFATD's approval, in consultation with MINCEX and MINAG. In consultation with MINCEX, MINAG'S Soil's Institute and the DFATD Technical Authority, the Consultant will source and contract a qualified individual (eligible to work in Cuba) for each of the following positions:

3.4.1 Project Facilitator

Based in Cuba (or regionally in Latin America) and reporting to the Project Manager (PM), the local Project Facilitator will have the overall responsibility to coordinate and assist in all project activities at the local level.

Responsibilities include (inter alia);

- A. Day-to-day management of Cuba-based operations in order to achieve the project's expected outcomes, deliver its outputs, and implement its activities on time and within budget;
- B. Providing technical assistance on project management, financial management and accounting to the local partner;
- C. Supporting, monitoring and completing all local procurement activities;
- D. Supporting, monitoring and completing all transactions related to the import of internationally procured material.

3.4.2 Gender Equality Specialist

Based in Cuba (or regionally in Latin America) and reporting to the Project Manager (PM), the local Gender Equality Specialist will have the overall responsibility to provide support to the GEA on all matters pertaining to gender equality issues related to the project at the local level.

Responsibilities include (inter alia);

- A. Conduct a detailed, comparative, quantitative and qualitative gender analysis within both national and project area-specific contexts;
- B. Support the collection of sex-disaggregated and gender-sensitive data for the project baseline;
- C. Identify, among others, expected gender-equality results and associated indicators and targets, and the allocation of financial resources for specific gender-related activities.

3.4.3 Environment Specialist

Based in Cuba (or regionally in Latin America) and reporting to the Project Manager (PM), the local Environment Specialist will provide professional advice and the transfer of technical knowledge and experience in the area of environment.

Responsibilities include (inter alia);

- A. Coordinate the development and implementation of the project's environmental strategy;
- B. Monitor and report on the implementation and effectiveness of the project's environmental strategy;
- C. Advise and support the project team and stakeholders on the application of Cuban laws, regulations and standards (e.g. Cuban Law of the Environment, Resolution 132/2009 on the Cuban Process of Environmental Impact Assessment, Cuban water quality standards for irrigation, etc.) and on the CEAA requirements;
- D. Review all project activities to ensure that environmental considerations are integrated;
- E. Advise and provide support for the integration of disaster-risk management (reduction, preparedness, and mitigation) in project activities, in collaboration with relevant organizations such as the municipal Management Centers for Risk Reduction (CGRR) and the Municipal Enterprises for Agricultural Projects (EMPA);
- F. Advise and provide support for the integration of environmentally sustainable agricultural practices, including sustainable land and water and integrated pest management, in municipal agricultural production plans and activities;
- G. Review and provide advice on technical assistance plans and training materials to ensure environmental considerations are well integrated;
- H. Ensure technical assistance provided to Cuban partners and beneficiaries integrates environmental sustainability considerations (e.g. land and water management, disaster-risk reduction, etc), and is effective in building the adaptive capacity and resilience of farmers and municipal delegations to withstand the impacts of a changing climate on agricultural production;
- I. Provide input on environmental issues to the required reports, plans and evaluations as per the project reporting requirements.

Due to complex labour laws in Cuba, the Consultant may face restrictions on hiring citizens or permanent resident of Cuba. In consultation with MINAG'S Soils Institute, the Consultant must negotiate local contracts through PALCO, the State enterprise responsible for hiring local staff for diplomatic missions or foreign enterprises. PALCO maintains a roster of registered professionals from which foreign firms can select from. Qualified candidates for positions such as project facilitators may be available, however more specialized positions for gender equality and environment may be more difficult to secure.

Rates for citizens or permanent resident of Cuba in professional specializations (who are registered with PALCO) average \$3.90 Cuban Convertible Pesos (CUCs) per hour or \$30 CUCs per day. It may be possible for the Consultant to make other contractual arrangements with PALCO for more qualified candidates such as gender equality or environment specialists (if available). Daily rates for such professionals can vary up to \$100 CUCs per day. Some citizens or permanent resident of Cuba in professional specializations may not have registered with PALCO, in which case their rates will be fair market value.

During the inception phase, the Consultant is expected to make every effort to work with MINAG'S Soils Institute and PALCO in contracting professionals locally. If this is not possible to hire Cuban nationals, the Consultant must therefore source the positions from within the based on close proximity and access to project sites. Rates for regional specialists can vary up to \$500 Canadian per day.

3.4.4 Language Requirement

Local professionals specified in Section 3.4 must possess at least level 3 in reading, writing and oral Spanish.

The description associated with the language requirement can be found at the following website.
http://www.international.gc.ca/ifa-it-iaeci/test_levels-niveaux.aspx?lang=eng

4. Procurement of Goods and Services

The Consultant will be responsible for the procurement of the goods and services required to implement the project in accordance with the approved procurement plan described in the PIP and achieve its expected results. Following consultations with the Cuban Government and approval from the TA, the Consultant may consider delegating some procurement activities. The Consultant must ensure that the delegated procurement activities are conducted in accordance with international procurement standards and adhere to the following principles:

- a) A competitive process is to be used for the procurement of services, equipment, materials, or other assets, to meet the requirements of the project. A competitive process refers to the solicitation of bids to enhance access, competition and fairness and assure 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) In the event of a non-competitive procurement, justification, including evidence of fair price must be recorded on file and will be subject to audit.

5. Support to be provided by DFATD and/or Recipient Country

DFATD will actively support the implementation of this project by participating in the Project Steering Committee, facilitating and participating in meetings and donor coordination tables, conducting political dialogue, and arranging an MOU with the Government of Cuba. DFATD, through the Canadian Embassy in Cuba, will provide guidance to the Consultant, as required.

MINAG's Soils Institute will: facilitate the participation of national and regional authorities, officers, professional, technical and other personnel to support the achievement of project outcomes and to carry out its activities; provide a physical space, facilitate logistics and provide facilities necessary to carry out project activities; assign representatives of the national and regional governments with decision-making authority for negotiations and coordination during the full project cycle; and, share information that supports the achievement of project results.

6. Environmental Assessment

The project will respond to environmental challenges in Cuba by taking an integrated approach to agricultural production that contributes to increasing food security while preserving the environment and ecosystem integrity. The project will:

- enhance the capacity of municipal agricultural delegations to plan and manage for sustainable agricultural development;
- provide training to stakeholders on environmentally sustainable agricultural production practices;
- provide training to stakeholders to increase the adaptive capacity and resilience of farmers and municipal delegations to climate and natural disaster risks; and,

Consequently, the Consultant must mitigate for potential negative environmental impacts in accordance with the Canadian Environmental Assessment Act, and take advantage of environmental opportunities, in accordance with DFATD's environmental sustainability policy. To meet these objectives and obligations, the Consultant will ensure the project addresses Canadian and Cuban environmental requirements, while providing advice on how project activities could contribute to environmental protection and management.

7. Reporting Requirements

The Consultant must forward to DFATD the listed reports in accordance with the established standards, set out below, for the content, presentation, language, number of copies and timelines. Unless otherwise stated, the Consultant will, to the extent possible:

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

7.1 Narrative Reports

Name of the report	Submission requirements	Content requirements	Format (hard copy/ softcopy; verbal/ written)	Number of copies	Language(s) / need for translation
Inception Mission Plan (IMP)	thirty (30) days from effective date of Contract	<p>The Inception Mission Plan (IMP) must include:</p> <p>a) Executive Summary</p> <p>b) Methodology including TORs (including outputs and deliverables) and Level of Effort for each participant in the Inception Mission. The Methodology must also include:</p> <ul style="list-style-type: none"> Approach to the recruitment of local (or regional) professionals (Project Facilitator, Gender Equality Specialist, and Environment Specialist) Approach to the development of a Procurement Plan (as defined in Section 3.2.2.1 - Output 1111) TORs for a diagnostic study of the agricultural situation of each of the targeted municipalities (as defined in Section 3.2.2.1 - Output 1111) TORs for a needs assessment and Technical Assistance Plan to build MINAG's Soils Institute project management capacity (as defined in Section 3.2.2.1 - Output 1112) <p>c) Activities, Outputs, expected results, and scheduling of the inception phase</p> <p>d) Detailed budget including professional fees, estimated field-based expenses, and other reasonable expenses for the inception phase</p> <p>The Inception Mission must commence once the Inception Mission Plan has been approved by DFATD.</p>	Electronic	(1) Electronic	English
Project Implementation Plan (PIP)	one-hundred and twenty (120) days from the effective date of the Contract	<p>The PIP must include at least the following:</p> <p>a) Executive Summary</p> <p>b) Introduction (Background, PIP Methodology)</p> <p>c) Project Design</p> <ul style="list-style-type: none"> Context and Rationale Validation of Project Outputs Logic Model (validated) Reach, Beneficiaries & Intermediaries (Identify the group(s), both intermediary and/or beneficiary who will experience the changes identified at the intermediate outcome level and provide estimated targets) Cross-cutting Themes (Gender Equality, Governance, and Environment) The update of Risk Register; identifying risks and mitigation strategies 	Electronic	(1) Electronic	English

Name of the report	Submission requirements	Content requirements	Format (hard copy/ softcopy; verbal/ written)	Number of copies	Language(s) / need for translation
		d) Project Management and Governance <ul style="list-style-type: none"> Results-based Management Approach and Structure Roles and Responsibilities of the Project Stakeholders Project Committees e) Project Implementation <ul style="list-style-type: none"> Immediate Outcomes – Outputs – Activities Work Breakdown Structure Schedule/Gantt chart of activities and sub-activities by fiscal years Budget per basis of payment (Annex A of the Contract) (by line item at a minimum) broken down by fiscal years Budget per outputs and immediate outcomes (approximate) f) Results-based Project Monitoring and Reporting <ul style="list-style-type: none"> The update of the Performance Measurement Framework (as defined below) Performance Reporting Framework Baseline study report Communications Plan: including a section on the communication strategy to publicize project achievements and to acknowledge DFATD's Contribution. The strategy must address the following issues: target groups in Canada and the recipient country, estimated target population and communication methods to be used. g) Summary Report on findings and recommendations of the Diagnostic Study h) Technical Assistance Plan to build MINAG's Soils Institute project management capacity i) Procurement Plan <ul style="list-style-type: none"> Description of process to procure goods Description of selection process to contract resources Decision making matrix j) Sustainability and Exit strategy k) Initial workplan as an annex to the PIP (as defined below)			
Annual Workplan (AWPs)	forty-five (45) days from the end of each fiscal year, together with the Semi-Annual Progress Report and the Annual Financial Report. For the first annual work	The AWP must present the management principles of the project and outline major components and key milestones for the delivery of the sub-activities, activities and outputs (product and services), by quarter, for each year of the project. The AWP must include at least the following: a) Executive summary; b) Project and administrative management; c) Outputs and deliverables, WBS tied to each activity and sub-activities for each quarter; d) Expected Outcomes (immediate, intermediate and ultimate); e) Schedule; f) Budget	Electronic	(1) Electronic	English & Spanish

Name of the report	Submission requirements	Content requirements	Format (hard copy/ softcopy; verbal/ written)	Number of copies	Language(s) / need for translation
	plan, the document will be submitted as an appendix in the PIP.	g) Anticipated risks and proposed corrective actions to overcome risks			
Project Measurement Framework (PMF)	one-hundred and twenty (120) days from effective date of Contract	For each level of the Logic Model (Output, Immediate Outcome, Intermediate Outcome, Ultimate Outcome), the PMF must include, as minimum, the following elements: Indicators a) Baseline Data, disaggregated by sex b) Targets, disaggregated by sex c) Data sources d) Data collection methods e) Frequency f) Responsibility	Electronic	(1) electronic	English & Spanish
Semi-Annual Progress Reports	forty-five (45) days from the end of the semester, the Consultant must provide a six-month progress report for the period ending September 30 of each year	The Semi-Annual Report has the following main sections: <ul style="list-style-type: none"> Executive summary (1 paragraph); A narrative section, (Activities and Outputs) (2-6 pages), which describes the activities undertaken and outputs achieved in relation to the annual work plan and the PMF;and A performance section (immediate outcomes), which provides information on the achievement of Project Outcomes (immediate) for the previous semester, including: <ul style="list-style-type: none"> (a) analytical comments on Financial Reports concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next 6 months; (b) planned activities for the next 6 months. 	Electronic	(1) electronic	English
Annual Report	forty-five (45) days from the end the end of the fiscal year	The Annual Report (10-20 pages) is divided in two separate, stand-alone sections: 1) Operational Section; and 2) Performance Section. There should not be any cross-references between the two sections. The Report should be introduced by an: <ul style="list-style-type: none"> Executive Summary (focusing on outcomes) (1 page). 1. Operational Section The <i>Operational Section</i> of the Annual Report provides progress on activities, outputs and financial information for the entire fiscal year. The main purpose of this stand-alone section is: a) to review and learn from the annual operations versus the last Annual Workplan; and	Electronic	(1) electronic	English & Spanish

Name of the report	Submission requirements	Content requirements	Format (hard copy/ softcopy; verbal/ written)	Number of copies	Language(s) / need for translation
		<p>b) to better plan the next fiscal year Annual Workplan.</p> <p>This Operational Section has two main components, a <i>narrative</i> sub-section, and a <i>financial</i> sub-section.</p> <p>2. Performance Section /Actual Outcomes (5-10 pages)</p>			
Exit and sustainability Plan	No later than ninety (90) days prior to the end of Project activities	<p>An exit strategy should illustrate the financial sustainability and the capacity building activities and successes within the project.</p> <p>The Exit strategy should reflect the active promotion of the concept of results-based performance monitoring to assist the Partner (country) track and measure the effectiveness of its operations via systematic, relevant and transparent performance indicators. This will provide the partner (country) with the essential management information it needs to help its decision makers effectively steer reforms and operations in order to maximize its own potential beyond the project's duration.</p>	Electronic	(1) electronic	English
Final Narrative Report	Forty-five (45) days from the end of the activities of the project	<p>Final Report - comprises 12 sections and annexes:</p> <ol style="list-style-type: none"> 1. Executive Summary (not more than 5 pages); 2. Introduction - how the document is structured and designed (1 page); 3. Project Summary (1-3 pages) 4. Project context - (1-2 pages) 5. Overall Project Performance Assessment – (15-20 pages) 6. Project Management – (3-6 pages) 7. Risk Management (1-3 pages) 8. Crosscutting Themes and Priorities (1-2 pages) <ul style="list-style-type: none"> • Report on implementation of Gender Equality Strategy, including lessons learned and appraisal of best practices and challenges encountered in implementing the Project's GE Strategy; • Environment: Appraisal of validity of original Environmental Assessments; Report on the application of the provisions to integrate environmental considerations as per section 4.2 of agreement. • Other 9. Budget management - brief analysis of initial budget forecasts as set out in Appendix C to the Agreement, compared to actual disbursements, for the Project as a whole as well as for each of the main set of activities and for each of the intermediate outcomes. (1-3 pages) 	Electronic	(1) electronic	English & Spanish

Name of the report	Submission requirements	Content requirements	Format (hard copy/ softcopy; verbal/ written)	Number of copies	Language(s) / need for translation
		<p>10. Success Factors - assessment of the success factors (based on DFATD's Framework of Results and Key Success): a) relevance, b) appropriateness of design, c) sustainability, d) partnership, e) innovation, f) appropriateness of resource utilization and g) informed and timely action. (9-15 pages)</p> <p>11. Lessons learned and recommendations - from the Project that will be useful for DFATD to consider in planning other projects of this nature in the future. (3-5 pages)</p> <p>12. An inventory of equipment, vehicles and materials along with a plan for disposal.</p> <p>13. Narrative of the Final Financial Report - present an account of actual disbursements on the basis of a line item breakdown, in comparison to the budgetary estimates. An analysis of significant variances</p> <p>14. Annexes</p> <p>The final report must:</p> <p>a) state reasons justifying variances; and</p> <p>b) include any other information related to the administrative and financial aspects of the project.</p>			

7.2 Financial Reports

Name of the report	Submission requirements	Content requirements	Format (hard copy/ softcopy; verbal/ written)	Number of copies	Language (s)/ need for translation
Quarterly Financial Reports	thirty (30) days from the end of the first quarter (April to June) and the third quarter (October to December) of each project year	The report must detail the following: a) costs incurred throughout the period covered by the report; b) interest earned on advances, if applicable; c) year-to-date costs as of the date of the report (amount and percentage); d) cost estimate for the period to be covered in the next report; and e) analysis of significant variances +/- 10% (comments on financial information concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered in implementing activities and actions taken).	Electronic	(1) electronic	English
Annual Financial Report	thirty (30) days from the end of the fiscal year together with the Quarterly Financial Report, the Annual Report and the Annual Workplan	The Annual Financial Report must take a full-year perspective on the project and must be tied closely to the workplan and the costs of the activities. It must detail the following: a) a comparison between the forecasted expenditures and the actual expenditures for the year just completed; b) a forecast for the upcoming fiscal year, i.e. the forecast of the cost of the activities identified in the Annual Workplan	Electronic	(1) electronic	English
Final Financial Report	thirty (30) days from the end of the activities of the project	The project Final Financial Report must present an account of actual disbursements on the basis of a line item breakdown, in comparison to the basis of payment of the Contract.	Electronic	(1) electronic	English

8. Other deliverables

Name	Submission Requirements	Description	Format (hard copy/soft copy; verbal/written)	Number of copies	Language (s) need for translation
Input into Annual Investment Performance Report (IPR)	Consultant’s input due within forty-five (45) days after the end of the fiscal year (March 31st)	The IPR is a report generated by DFATD, which tracks project results on an annual basis. The Consultant is required to provide input into the report.	Electronic	(1) electronic	English

Section 5 Evaluation Criteria

RATED EVALUATION CRITERIA	
Technical Component	Maximum: 800
<p>Guidance to Bidders</p> <p>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.</p> <p>For the purpose of the rated technical requirements, the following definitions apply:</p> <p><u>Latin America</u> refers to the following countries: Argentina, Bolivia, Brazil, Chile, Colombia, Cuba, Ecuador, Paraguay, Uruguay, Venezuela, Peru, Guatemala, Belize, El Salvador, Honduras, Nicaragua, Costa Rica, and Panama</p> <p><u>Developing and middle income countries</u> are those listed at the following website: www.oecd.org/dac/stats/daclist</p> <p><u>Food Security</u> is defined as when people have physical and economic access to sufficient, safe and nutritious food to meet their dietary needs enabling them to have an active and healthy life. In the context of this project, “food security” includes elements of sustainable agriculture, nutrition and participatory and collaborative processes.</p> <p><u>Non-governmental organizations (NGOs)</u> are a voluntary group of individuals or organizations, usually not affiliated with any government that is formed to provide services or to advocate a public policy. The issues addressed by NGOs run the gamut of human concerns (e.g., human rights, environmental protection, disaster relief, and development assistance), and the scope of their activities may be local, national, or international. Some NGOs fulfill quasi-governmental functions for ethnic groups that lack a state of their own. NGOs may be financed by private donations, international organizations, governments, or a combination of these.</p> <p><u>Civil Society</u> refers to the wide array of non-governmental and not-for-profit organizations that have a presence in public life, expressing the interests and values of their members or others, based on ethical, cultural, political, scientific, religious or philanthropic considerations. Civil Society Organizations (CSOs) therefore are community groups, non-governmental organizations (NGOs), labour unions, indigenous groups, charitable organizations, faith-based organizations, professional associations, and foundations.</p> <p><u>Technical Assistance</u> is defined as a form of aid given to less-developed countries by international organizations such as the United Nations (UN) and its agencies, individual governments, foundations and philanthropic institutions. Its object is to provide those countries with the expertise needed to promote development. Technical assistance may involve sending experts into the field to teach skills and to help solve problems in their areas of specialization, including training and coaching.</p> <p>The terms <i>at least</i> or <i>minimum</i> represent the minimal expectations of a requirement. No points will be given if the minimal expectation is not demonstrated.</p> <p><u>Project</u> is defined as a contract signed individually or in a consortium or a contribution agreement where the Bidder has provided project management and implementation services.</p>	

Bidder’s Experience	Total: 200
<p>Requirement 1: Experience in managing and implementing projects (up to 100 points for each project for a total of 200 points)</p> <p>Using form TECH-4 “Bidder’s Experience”, the Bidder should provide two (2) project descriptions to demonstrate their corporate experience in managing and implementing projects of similar scope and complexity to the work described in Annex B - Terms of Reference of this RFP. (up to 100 points per project)</p> <p><u>In this criterion:</u></p> <p>1.1 Similar scope means: (up to 80 points for each project)</p> <ul style="list-style-type: none">i. Project includes a focus on the production and distribution of agricultural inputs at the municipal level (up to 10 points)ii. Project includes the procurement of agricultural equipment (including material and tools) and expediting and managing agricultural imports (up to 15 points)iii. Project involves working with diverse stakeholder groups (e.g., civil society organizations, farmer groups or associations; national and municipal government ministries, etc.) to create long-term networks, processes or structures that continue beyond the life of the project (5 points per activity such as networks, processes, structures) (up to 15 points)iv. Project that is in the field of management and implementation (of project in field) of food security and agricultural development (10 points), within an urban or peri-urban context (10 points) (up to 20 points)v. Project that consists of providing technical assistance to a diversity of stakeholder groups such as: civil society organizations; farmer groups or associations; national and municipal government ministries (5 points per type of group) (up to 20 points) <p>1.2 Similar complexity means (up to 20 points for each project)</p> <ul style="list-style-type: none">i. Value of at least \$1 million, full points for \$5 million or more - up to 5 pointsii. Duration of at least three (3) years, full points for five (5) years or more (up to 5 points)iii. Location in middle income or developing country, preferably in Latin America (other than Cuba), full points for Cuba (up to 10 points, non-cumulative) <p><u>In this criterion:</u></p> <p>Only projects that are at least eighty percent 80% completed in terms of project duration at RFP Closing Date and having started after January 1, 2003 will be evaluated.</p> <p>Where a project was carried out by a consortium or joint venture, the Bidder should clearly identify which member was responsible for the management and implementation of the project.</p> <p>The criterion will evaluate only the experience of the member identified in the proposed methodology as responsible for the overall management and implementation of the resulting contract. This criterion will not consider the experience of other members of the consortium.</p> <p>If more projects are included in the proposal than the number stipulated above, DFATD will only consider the specified number in order of presentation.</p> <p>Page limitation per project is three (3) pages. If the page limitation is exceeded, DFATD will only consider the first three (3) pages.</p>	200
Sub-total	200
Proposed Methodology	Total: 300
Requirement 2: Approach to implementing the Project, and Project Management	

<p>Plan (up to 190 points)</p> <p>2.1 <u>Approach to Implementing the Project:</u> The Bidder should demonstrate its understanding of the project by describing its approach to implementing the project in relation to the following: (up to 130 points)</p> <ul style="list-style-type: none">- Sustainability strategy (10 points per element, up to maximum 50 points)- Capacity development approach (10 points per element, up to maximum 50 points)- Communication Strategy (10 points per element, up to maximum 30 points) <p>2.2 <u>Project Management Plan:</u> The Bidder should provide a project management plan which should include a description of the following elements: (up to 60 points)</p> <p>Appropriateness of each element will be evaluated as follows:</p> <table><tr><th>Element</th><th>Criteria</th></tr><tr><td>i. Management of human and financial resources (3 points per relevant tool/mechanism addressed, up to 15 points)</td><td>The management of human and financial resources allows the bidder to capture and maintain data for tracking, verification and approval and maximization of the cost effectiveness of the project</td></tr><tr><td>ii. Recruitment of resources and experts (5 points per element, up to 15 points)</td><td>The recruitment of resources and experts maximizes the use of local resources and takes into consideration local labour legislation and maximizes competition and integration of gender equality</td></tr><tr><td>iii. Integration of the results-based management (RBM) principles (2 points per tool to a maximum of 10 points)</td><td>The integration of the results-based management (RBM) principles describes the application of RBM tools to project delivery</td></tr><tr><td>iv. Quality control and monitoring processes (2 points for each method/activity, up to 10 points)</td><td>The quality control and monitoring process describes activities/methods to ensure the quality of the deliverables and services provided</td></tr><tr><td>v. Management of relationships with stakeholders (2 points for each mechanisms, up to 10 points)</td><td>The management of relationships with stakeholders describes mechanisms to involve stakeholders</td></tr></table> <p>Page limitation per project is six (6) pages. If the page limitation is exceeded, DFATD will only consider the first six (6) pages.</p>	Element	Criteria	i. Management of human and financial resources (3 points per relevant tool/mechanism addressed, up to 15 points)	The management of human and financial resources allows the bidder to capture and maintain data for tracking, verification and approval and maximization of the cost effectiveness of the project	ii. Recruitment of resources and experts (5 points per element, up to 15 points)	The recruitment of resources and experts maximizes the use of local resources and takes into consideration local labour legislation and maximizes competition and integration of gender equality	iii. Integration of the results-based management (RBM) principles (2 points per tool to a maximum of 10 points)	The integration of the results-based management (RBM) principles describes the application of RBM tools to project delivery	iv. Quality control and monitoring processes (2 points for each method/activity, up to 10 points)	The quality control and monitoring process describes activities/methods to ensure the quality of the deliverables and services provided	v. Management of relationships with stakeholders (2 points for each mechanisms, up to 10 points)	The management of relationships with stakeholders describes mechanisms to involve stakeholders	<p>190</p>
Element	Criteria												
i. Management of human and financial resources (3 points per relevant tool/mechanism addressed, up to 15 points)	The management of human and financial resources allows the bidder to capture and maintain data for tracking, verification and approval and maximization of the cost effectiveness of the project												
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v. Management of relationships with stakeholders (2 points for each mechanisms, up to 10 points)	The management of relationships with stakeholders describes mechanisms to involve stakeholders												
<p>Requirement 3: Project Performance Measurement Framework (up to 60 points)</p> <p>Using form TECH-5C “Project Performance Measurement Framework”, the Bidder should propose one (1) performance indicator for each intermediate outcome and two (2) indicators (one qualitative and one quantitative) for the associated immediate outcomes provided by DFATD in the TECH form. In total, the Bidder should have six (6) indicators.</p> <p>For each proposed indicator, the Bidder should also suggest data sources, collection methods, frequency of collection and responsibility. Where relevant, the indicators should be disaggregated by sex.</p> <p>This requirement is composed of three elements:</p> <p>3.1 Strategy to establish Project Baseline Data (up to 10 points)</p> <p>The Strategy will be evaluated on its clarity, which is defined as:</p> <ul style="list-style-type: none">i. A description of how, when and from whom the Bidder will collect baseline data AND how and when he/she will establish targets (up to 10 points)	<p>60</p>												

<p>3.2 Provide six (6) indicators and their data sources, collection methods, frequency of collection and responsibility (up to 40 points)</p> <p>A. Indicators will be evaluated on their realism. A realistic indicator is one that answers “Yes” to all of the following questions: (1 point per “Yes” answer, up to 4 points per indicator, for a maximum of 24 points)</p> <ul style="list-style-type: none">i. Validity: Does this indicator actually measure the outcome or output?ii. Sensitivity: When the result changes, will the indicator be sensitive to those changes?iii. Utility: Will the information be useful for investment management (decision making, learning and adjustment)?iv. Affordability: Can the project afford to collect the information i.e. (Is this indicator collectable at a reasonable cost? <p>B. Information on the data sources, collection methods, frequency of collection and responsibility will be evaluated on their realism (up to a maximum 16 points for all 6 indicators):</p> <p>Realism is defined as:</p> <ul style="list-style-type: none">i. Data Sources: Does the information provided by the Bidder under the Data Sources column incorporate data from a variety of sources and best suit the indicator in question? (i.e. be immediately linked to the element the indicator will measure)ii. Collection Method: Does the data collection method consider the practicality and costs of each method?iii. Frequency of Collection: Does the selected frequency best suit the indicator in question?iv. Responsibility: Does the responsible party (ies) best suit the indicator in question? (i.e. be immediately linked to the element the indicator will measure) <p>3.3 Monitoring Strategy (up to 10 points)</p> <p>The Monitoring Strategy will be evaluated on its clarity, which means:</p> <p style="padding-left: 40px;">That the Strategy allows for effective management of the project over its lifecycle in terms of decision making, learning and adjustment.</p> <p>Page limitation for this requirement is four (4) pages. If the page limitation is exceeded, DFATD will only consider the first four (4) pages.</p>	
<p>Requirement 4: Risk responses associated with the risks (up to 30 points):</p> <p>For the three (3) risks identified by DFATD and listed below, the Bidder should:</p> <p>4.1 Describe the financial and organizational implications of the risk for the project (up to 5 points for each risk for a maximum of 15 points); and</p> <p>4.2 Provide a risk response. The effectiveness (financial and organizational aspects) of the risk response will be evaluated (up to 5 points for each risk response for a maximum of 15 points).</p> <p><u>In this criterion:</u></p> <p>Effectiveness means: response can mitigate the risk and diminish impact on the outcomes of the project.</p> <p>Risk #1: Insufficient goods and products necessary for project implementation may not be available in-country.</p> <p>Risk #2: Natural disasters – especially hurricanes may threaten project implementation.</p> <p>Risk #3: Insufficient oversight could result in DFATD funds not being used for their intended purposes.</p> <p>Page limitation for this requirement is two (2) pages. If the page limitation is exceeded, DFATD will only consider the first two (2) pages.</p>	<p>30</p>

<p>Requirement 5: Gender Equality Strategy (up to 20 points)</p> <p>The Bidder should provide a Gender Equality strategy which describes how DFATD’s Gender Equality objectives will be achieved on this project.</p> <p>The description should:</p> <p>5.1 Identify two (2) appropriate challenges or opportunities the project presents to the achievement of DFATD’s Gender Equality objectives, based on an assessment of the Project Description, Logic Model and Performance Measurement Framework (up to 5 points per challenge or opportunity - up to a maximum of 10 points)</p> <p>The two (2) challenges or opportunities will be evaluated based on their appropriateness.</p> <p><u>In this criterion,</u></p> <p>Appropriateness refers to: Reflects conditions, constraints and socio-political context of Gender Equality issues in the agricultural sector (y/ n = 2 points) and at the institutional level (y/ n = 2 points) in Cuba, and are based on assessment of the Project Description, Logic Model and Performance Measurement Framework (y/ n = 1 point)</p> <p>5.2 Describe the proposed approach, including the identification of gender related activities and appropriate human resources, to address the challenges or opportunities identified. (up to 5 points)</p> <p>5.3 Provide a framework that will guide the Project’s gender analysis during Inception Phase to identify key gender equality issues in this project. The framework should describe the approach (es) to be undertaken; details on the key questions to be asked or explored in the gender analysis, and sources of information (up to 5 points)</p> <p>For information on DFATD’s policy on Gender Equality, Bidders should consult DFATD’s website at http://www.acdi-cida.gc.ca/acdi-cida/ACDI-CIDA.nsf/eng/EMA-218123616-NN9.</p> <p>Page limitation for this requirement is two (2) pages. If the page limitation is exceeded, DFATD will consider only the first two (2) pages.</p>	<p>20</p>
<p>Sub-Total</p>	<p>300</p>
<p>Proposed Personnel (4 CVs to be provided)</p>	<p>Total: 300</p>
<p>For the purpose of the rated technical requirements for all of the Proposed Personnel in this category, the following definitions apply:</p> <p>Relevant field of study: A relevant field of study for any given position is the field of agriculture, agri-food processing, agricultural economics, agri-business, cooperative development and management, rural development, or other field that is directly related to that position as described in the Specific Mandate of the Consultant. For other fields, the Bidder should demonstrate in his CV how it is relevant to the mandate.</p> <p>One year refers to at least one hundred (100) days in a twelve (12) month period of consecutive work experience. In order to allow proper evaluation, the Bidder should indicate the number of days in the proposed personnel’s c.v.</p>	
<p>Requirement 6: Project Manager (up to 110 points)</p> <p>Bidder should provide the CV of the proposed Project Manager, using form TECH-6 “Curriculum Vitae for Proposed Personnel”. The CV will be evaluated on:</p> <p>6.1 Education: (up to 15 points)</p> <p>Level and relevance of education completed; at least a Bachelor degree (up to 12 points, non-cumulative)</p> <p>i. Bachelor degree in a relevant field of study – 6 points</p>	<p>110</p>

<p>ii. Master degree in a relevant field of study – 12 points</p> <p>6.1.1 Any additional training (coursework, certification, diploma) in the last ten (10) years in the following sectors: (1 pt per sector up to 3 points)</p> <ul style="list-style-type: none"> • Project management; • Results based management; • Human resource management. <p>6.2 Experience: (up to 95 points)</p> <p>i. Minimum of one (1) year, ideally 10 or more years of experience in project planning, human and financial resource management, recruitment of personnel, progress and financial reporting of large (\$3 million or more), multi-year development projects (up to 30 points).</p> <p>ii. Minimum of one year, ideally 10 or more years of experience in leading the management of projects related to food security or agricultural development (up to 30 points).</p> <p>iii. Experience in managing projects located in a developing or middle income country, preferably in Latin America (other than Cuba), full points for Cuba (up to 12 points non-cumulative).</p> <p>iv. Points will be given for specific experience in the following areas: (up to 23 points)</p> <ul style="list-style-type: none"> • Experience in a project involving sustainable agricultural production practices (10 points) • Experience in a project involving gender equality integration (7 points) • Experience in a project involving the provision of capacity building services that include technical assistance and development of training materials (6 points) <p>Page limitation for this requirement is four (4) pages. If the page limitation is exceeded, DFATD will consider only the first four (4) pages.</p>	
<p>Requirement 7: Agricultural Advisor (up to 80 points)</p> <p>Bidder should provide the CV of the proposed Agricultural Advisor, using form TECH-6 “Curriculum Vitae for Proposed Personnel”. The CV will be evaluated on:</p> <p>7.1 Education: (up to 15 points)</p> <p>Level and relevance of education completed; at least a Bachelor degree (up to 12 points, non-cumulative)</p> <p>i. Bachelor degree in a relevant field of study – 6 points</p> <p>ii. Master degree in a relevant field of study – 12 points</p> <p>7.1.1 Any additional training (coursework, certification, diploma) in the last ten (10) years in the following sectors: (1 pt per sector up to 3 points)</p> <ul style="list-style-type: none"> • Results based management • Gender Equality • Environmental studies <p>7.2 Experience: (up to 65 points)</p> <p>Points will be awarded as follows:</p> <p>i. At least one (1) year, ideally 10 or more years of experience providing advice and services in food security or agricultural development (up to 15 points).</p> <p>ii. Experience working on a project located in a developing or middle income country, preferably Latin America (other than Cuba), full points for Cuba (up to 12 points non-cumulative).</p> <p>iii. At least one (1) year, ideally 5 or more years of experience integrating disaster risk management or climate change adaptation to agricultural projects. (up to 15 points)</p>	80

<p>iv. Points will be given for specific experience in the following areas: (up to 23 points)</p> <ul style="list-style-type: none"> • Experience in a project involving sustainable agricultural production practices (10 points) • Experience in a project involving gender equality integration (7 points) • Experience in a project involving the provision of capacity building services that include technical assistance and development of training materials (6 points) <p>Page limitation for this requirement is four (4) pages. If the page limitation is exceeded, DFATD will consider only the first four (4) pages.</p>	
<p>Requirement 8: Gender Equality Advisor (up to 60 points)</p> <p>Bidder should provide the CV of the proposed Gender Equality Advisor, using form TECH-6 “Curriculum Vitae for Proposed Personnel”. The CV will be evaluated on:</p> <p>8.1 Education: (up to 15 points) Level and relevance of education completed; at least a Bachelor degree (up to 15 points, non-cumulative)</p> <ol style="list-style-type: none"> Bachelor degree in a relevant field of study with a focus on gender equality – 10 points Master degree in a relevant field of study with a focus on gender equality – 15 points <p>8.2 Experience: (up to 45 points)</p> <ol style="list-style-type: none"> At least one (1) year, ideally 5 or more years of experience in providing advice and services related to gender equality in Latin America, for multi-year development projects (up to 10 points). Points will be given for specific experience in the following areas (up to 35 points): <ul style="list-style-type: none"> • Experience in conducting gender analyses • Experience in developing and implementing gender equality strategies • Experience in integrating gender equality considerations in agricultural projects • Experience liaising in gender equality issues with and including participation of multi-stakeholders: Government, non-government and private sector • Experience working in a multidisciplinary team of experts or professionals and ensuring technical quality of work • Experience working in projects with multiple locations • Experience using performance-based management procedures, including results-based management <p>Page limitation for this requirement is four (4) pages. If the page limitation is exceeded, DFATD will consider only the first four (4) pages.</p>	60
<p>Requirement 9: Procurement Specialist (maximum 50 points)</p> <p>Bidder should provide the CV of the proposed Procurement Specialist, using form TECH-6 “Curriculum Vitae for Proposed Personnel”. The CV will be evaluated on:</p> <p>9.1 Education: (up to 15 points) Level and relevance of education completed; at least a Bachelor degree (up to 15 points, non-cumulative)</p> <ol style="list-style-type: none"> Bachelor degree in business administration or in a similar field of study – 10 points Master degree in business administration or in a similar field of study – 15 points <p>9.2 Experience (up to 35 points)</p>	50

<p>Points will be awarded as follows:</p> <p>i. At least one (1) year experience providing procurement advice and services for multi-year development projects, ideally 5 years or more (up to 10 points).</p> <p>ii. Points will be given for specific experience in the following areas (up to 25 points):</p> <ul style="list-style-type: none">• Experience in procuring or shipping equipment, machinery and tools in Latin America (10 points)• Experience in conducting competitive procurement processes for the services of experts (5 points)• Experience in developing procurement strategies (5 points)• Experience in expediting and managing international imports (5 points) <p>Page limitation for this requirement is four (4) pages. If the page limitation is exceeded, DFATD will consider only the first four (4) pages.</p>	
Sub-total	300
Total Technical Component	/ 800
Passing Mark	480
Proposed Cost	
Total Financial Component	/ 200
Total Score	1,000
Proposed Cost	
Total Financial Component	/ 200
Total Score	/ 1,000

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

Contributing to Sustainable Food Production in Cuban Municipalities

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: not used

I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association;
 - (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 Sub-consultants, 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	<p>The types of changes to the Contract detailed below must be approved by the Technical Authority through a Contract Change Form:</p> <p>(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.</p> <p>(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).</p> <p>Fees for replacement of the Personnel with lower qualifications must be adjusted downward.</p> <p>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.</p> <p>(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.</p> <p>(d) Reallocation of funds between Fees and Reimbursable Expenses as established in Annex A, Basis of Payment.</p> <p>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.</p>
Project Change Form and Annual Work plan	2.4.4	<p>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:</p> <p>(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 monthly rates associated to the position(s) for the Personnel on long-term assignment must remain unchanged;</p> <p>(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.</p> <p>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.</p>
2.5 Time of the essence	2.5.1	The Services must be performed within or at the time stated in the Contract and in accordance with Annex B, Terms of Reference.
2.6 Excusable Delay	2.6.1	<p>A delay in the performance by the Consultant of any obligation under the Contract that is caused by an event that:</p> <p>a) is beyond the reasonable control of the Consultant;</p> <p>b) could not reasonably have been foreseen;</p> <p>c) could not reasonably have been prevented by means reasonably available to the Consultant; and</p> <p>d) occurred without the fault or neglect of the Consultant</p> <p>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</p>

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

- 2.6.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 2.6.3 However, if an Excusable Delay has continued for 3 months, the Contracting Authority may, by giving notice in writing to the Consultant:
- a) suspend the Services or part of the Services for up to 180 Days in accordance with the GC 2.7 below; or
 - b) Terminate the Contract for convenience in whole or in part as per the GC 2.9.
- 2.6.4
- a) During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include but are not limited to Fees for the long term Personnel in the Recipient Country and Reimbursable Expenses such as expenses of the local office (electricity, rent, etc.) and any other costs mutually agreed to by both Parties;
 - b) In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.7.2;
 - c) In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.9.2, 2.9.3 and 2.9.4.

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

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

2.7 Suspension of Services

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

2.8 Termination due to default of Consultant

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

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

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

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

intellectual property rights in a work as defined by the applicable national law or by the Parties to the Contract, especially by reference to the applicable law in Canada, if there is no national law or if this law is silent regarding a definition thereof, including the creator of the work, the creator’s employer if the creator’s employer owns rights under the applicable national law or under an agreement with the employee, coholders of rights in the work produced by the collaboration of two or more co-creators whose respective contributions cannot be distinguished, or the assignee or coassignees of rights in the work.

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

Licenses and Assignments

Beneficiaries of the assistance project

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

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

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

3.7.3 Assignment of rights in lieu of a licence

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

Her Majesty

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

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

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

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

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

Licence for works created outside the Contract

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

Moral rights

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

Ownership symbol and public recognition

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

Transfer of Obligations

- 3.7.9 **Transfer of Obligations to Employed Creators**
Before any work is created under the Contract, the Consultant must transfer in writing to any creator employed by the Consultant, the obligations stipulated in these terms and conditions, allowing the Consultant not to be in default to Her Majesty.
- 3.7.10 **Transfer of Obligations to Any Contractual Network of the Consultant** Before the creation of any work in any contractual network of the Consultant, the Consultant must transfer in writing, to each of its Contractors in any contractual network of the Consultant, the obligations stipulated in these terms and conditions, allowing the Consultant not to be in default to Her Majesty.

Description of works

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

Copies to be delivered

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

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

- 3.7.13 **Certification regarding Clearance of Rights**

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

3.7.14 Warranty regarding Non Infringement of Rights

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

3.7.15 Certification of Compliance

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

**3.8
Intellectual
Property
Infringement and
Royalties**

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

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

- (i) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a requirement of the Contract; or
- (ii) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
- (iii) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: "[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [the Consultant name] or DFATD, will defend both [the Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Consultant's responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.

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

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

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

the rights to use the allegedly infringing part(s) of the work, in which case the Consultant will reimburse DFATD for all the costs it incurs to do so.

**3.9
Liability**

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

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

3.10.1

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

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

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

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

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

3.10.3 Equipment, vehicles and materials purchased by the Consultant wholly or partly with funds provided by DFATD will be the property of the Consultant 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	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.
Existing Position -Replacement of Personnel	4.4.3 The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant's performance of the Services under the Contract will not be affected. For the purpose of this GC 4.4.3, the following reasons are considered as beyond the Consultant's control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. If such 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 Harassment in the workplace	4.5.1 The Consultant must respect, and ensure that all members of its Personnel and/or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board Policy on Harassment Prevention and Resolution as well as the standards of non-discrimination set out in Canadian Charter of Rights and Freedoms when rendering any part of the Services.
4.6 Improper conduct or abandonment of position	4.6.1 During the period of the Contract, the Consultant must refrain from any action which might be prejudicial to the friendly relations between Canada and the Recipient Country, and must not participate directly, or indirectly, in any political activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.5.1 during this Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Personnel, Local Support Staff and Contractor(s) are also bound by these provisions. 4.6.2 The Consultant must inform all members of its Personnel, Local Support Staff and Contractor(s) assigned to the project that any instance of improper conduct, gross negligence or abandonment of a position before completion of the project will constitute sufficient grounds for immediate dismissal. In such an event, payment of the Fees and all other payments will cease as of the date of the dismissal, and no payments will be made by DFATD for homeward travel or removal expenses unless

otherwise agreed to in writing by the Technical Authority.

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

5. OBLIGATIONS OF DFATD

5.1
Goods and
Services
Provided by the
Recipient
Country
5.2
Method of
Payment

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

6. PAYMENTS TO THE CONSULTANT

6.1 Contract
Amount and
Limitation of
Expenditure

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

(a) it is 75 percent committed; or

(b) 4 months prior to the Contract expiry date; or

(c) if the Consultant considers that the funds provided are inadequate for the completion of the project;

whichever comes first.

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

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

Taxes

- 6.1.6
- Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in the GC 6.1.1. The estimated amount of Applicable Taxes is specified in the SC. Applicable Taxes will be paid by DFATD as provided in GC 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 6.1.7
- The Consultant is not entitled to use Canada’s exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 6.1.8
- Applicable Taxes included in the cost of Services

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

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

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

6.1.10 Tax Withholding

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

6.2 Basis of Payment

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

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

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

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

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

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

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

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 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;

	<div>(h) field office expenses, including:<div><div>(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;</div><div>(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</div><div>(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);</div></div><div>(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);</div><div>(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;</div><div>(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</div><div>(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.</div></div>
<div>6.3</div> <div>Provisions for Multi-year Contracts</div>	<div>6.3.1 Fees and monthly rates are fixed on an annual basis.</div> <div>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:<div><div>(a) the Contract anniversary date; or</div><div>(b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after the Contract anniversary date.</div></div></div>
<div>6.4</div> <div>Currency of Payment</div>	<div>6.4.1 Payments by DFATD to the Consultant will be made in Canadian dollars.</div> <div>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.</div> <div>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.</div>
<div>6.5</div> <div>Irrevocable Standby Letter of Credit (ISLC)</div>	<div>6.5.1 Irrevocable Standby Letter of Credit (ISLC) is used for the following purposes:<div><div>(a) To cover advances, if permitted</div><div>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.</div><div>(b) To guarantee the Consultant’s performance.</div><div>Within 28 Days of the signature of the Contract the Consultant or any Member must furnish the performance security as specified in the SC.</div></div></div> <div>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</div>

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.

- 6.11
Debts left in the
Recipient
Country

6.10.4

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

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).

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	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is:</p> <p>Senior Director, Strategic Analysis, Operations and Regional Programming Division, Geographic Programs Branch, Americas</p> <p>Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Telephone: 819-XXX-XXXX Facsimile: 819-XXX-XXXX Email:</p> <p>Technical Authority</p> <p>The Technical Authority for this Contract is:</p> <p>Head of Aid- Cuba, Strategic Analysis, Operations and Regional Programming Division, Geographic Programs Branch, Americas</p> <p>Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Telephone: 819-XXX-XXXX Facsimile: 819-XXX-XXXX Email:</p>
Definition (o)	For the purpose of this Contract, the following positions are also included as Local Support Staff: not applicable
Definition (x)	The Recipient Country is Cuba
1.3.1	The law governing the contract is the law applicable in the province or territory of <u>to be determined</u>
1.6.1	<p>The addresses are:</p> <p>DFATD : 200 Promenade du Portage Gatineau, Québec K1A 0G4</p> <p>Attention : Senior Director, Strategic Analysis, Operations and Regional Programming Division, Geographic Programs Branch, Americas</p> <p>Facsimile : _____</p> <p>Attention : Head of Aid- Cuba, Strategic Analysis, Operations and Regional Programming Division, Geographic Programs Branch, Americas</p> <p>Facsimile : _____</p> <p>Consultant (list all Members of a consortium or joint venture):</p> <p>Attention : _____</p> <p>Facsimile : _____</p>
1.8.1	The Member in Charge is <u>to be determined if applicable</u>

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]</i> inclusive.
3.3	<div>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs. The insurance will include the following: (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.</div> <div>2. Errors and Omissions Liability Insurance If the Consultant is a Licensed Professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs. The insurance will include the following: (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation.</div> <div>3. Health Insurance The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from 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.</div> <div>4. Workers’ Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker’s Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the services on this Contract will have the same level of Workers’ Compensation Insurance throughout the Consultant’s performance of the Contract. The insurance will include the following: (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.</div>
3.6.1	<div>Authorization to continue is applicable to this Contract: <div><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</div> The following plans and reports will be subject to the Authorization to Continue: Project Implementation Plan and the Initial Annual Work Plan</div>

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 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 <u>to be determined</u> , Applicable Taxes extra.
6.1.6	The estimated amount of Applicable Taxes is <u>to be determined</u> .
6.5.1 (a) and 6.6.1	<p>Advance payment is permitted: <u> ✓ </u> YES <u> </u> 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 <u>an amount to be determined if applicable</u> 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); (iv) Costs associated with students and trainees as specified in DFATD's Management of Students and Trainees in Canada: Manual for

	<p>Executing Agencies;</p> <p>(b) At no time can there be more than 2 outstanding advances and these must not exceed <u>to be determined if applicable</u> Canadian dollars.</p> <p>(c) The advance payment guarantee (ISLC) must equal the total outstanding advance payments in Canadian dollars.</p>
6.5.1 (b)	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.
6.7.2	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice in <u>two</u> 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:</p> <p>Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4</p> <p>and must indicate the following codes:</p> <p>Purchase order: to be determined WBS Element: to be determined GL Acct/ CC/ Fund: to be determined Vendor: to be determined Project number: A-034948</p>

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, \$					SUB-TOTAL ESTIMATED COST (\$)
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
6.2.3 a)	Personnel based in the Consultant’s or Personnel’s home country or on short-term assignment in the Recipient Country						
	Project Manager						
	Agricultural Advisor						
	Gender Equality Advisor						
	Procurement Specialist						
	Financial and Administrative Officer						
6.2.6 and 6.2.7 (k)	Additional Personnel and Contractors to be determined during project implementation						700,000
	Sub-Total – Personnel FEES, \$						
6.2.7	Reimbursable Expenses						
(a)	Travel Expenses						
(b)	Purchase and transportation costs of equipment and supplies required to carry out the project, such as: seeds and organic fertilizers; small machinery; wheelbarrows; carts; containers, and other related agriculture equipment						\$1,500,000*
(c)	Communication costs						
(d)	Translation and reproduction costs						
(e)	Bank charges						
(f)	Cost of Local Support Staff						
(g)	Expenses of counterpart personnel and beneficiaries such as in country travel and accommodation of Ministry of Agriculture, Municipal Agricultural Delegation representatives and participating farmers						
(h)	Field Office Expenses						
(i)	Training Costs						
(l)	Other						
	Sub-Total – Reimbursable Expenses, \$						
	Contract amount, (Applicable Taxes extra) \$						

* Ceiling amounts provided for costs that are dependent on a diagnostic study.

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]*