

REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services

DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT (DFATD)



CONTENTS

Section 1. Instructions to Bidders 1

DATA SHEET 20

Section 2. Technical Proposal - Standard Forms 26

Section 3. Financial Proposal - Standard Forms 44

Section 4. Terms of Reference 49

Section 5. Evaluation Criteria 86

Section 6. Standard Form of Contract..... 97

Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) is seeking a Consultant to provide technical assistance to support the implementation of the Safe Food for Growth (SAFEGRO) Project in Vietnam. The Consultant will be responsible to implement and manage the project toward the attainment of the project’s expected results as described in the project description. Additional information related to the requirement is detailed in section 4, Terms of Reference.

The Safe Food for Growth (SAFEGRO) Project seeks to enhance the Vietnamese population’s access to safe and competitive agri-food products, with an aim to improve the well-being of female and male consumers as well as other agri-food sector actors (including poor farmers) in Vietnam.

SAFEGRO will provide a holistic reform approach through assistance to the Government of Vietnam (GoV) to improve the enabling environment and promote market interventions that engage all the key actors such as government agencies, the private sector (including poor farmers) and consumers¹. The project will focus on the following three components:

- Component 1(Enabling Environment) – improving the performance of national and sub-national governments in regulating and enforcing food safety to meet international standards;
- Component 2 (Supply Side) – increasing the competitiveness of poor farmers and other value chain actors, both domestically and internationally, through improved food safety; and
- Component 3 (Demand Side) – empowering consumers to increase demand for safe and affordable agri-food in Vietnam.

The project must allow the sharing of state-of-the-art technology and environmentally sustainable practices regarding food safety and quality that can be provided by private sector, academic and research institutions in Canada. The project will be implemented in the two largest cities of Vietnam – Hanoi and Ho Chi Minh City – totaling nearly 20 million people or more than one fifth of the country’s population. It will also take into account neighboring provinces that produce and supply food products.

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

Section 1: Instructions to Bidders

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

Data Sheet

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

Section 2: Technical Proposal - Standard Forms

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

Section 3: Financial Proposal - Standard Forms

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

Section 4: Terms of Reference

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

Section 5: Evaluation Criteria

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

Section 6: Standard Form of Contract

I. General Conditions

This section contains the general clauses of the resulting Contract.

II. Special Conditions

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

1 For the purpose of this project, the GoV represents the enabling environment; the private sector, including smallholder farmers, represents the supply side; and consumers the demand side.

REQUEST FOR PROPOSALS

SEL.: 2018-P-000707-1

*For the provision of consulting and professional services
in relation to
the Safe Food for Growth (SAFEGRO) Project*

Section 1. Instructions to Bidders (ITB)

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

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

Definitions

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

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

- (cc) **“Reasonable Cost”** means: A cost that is in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
- (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (dd) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Data Sheet.
- (ee) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (ff) **“RFP Closing Date”** means the date and time specified in the Data Sheet or any extension to this date by which a Bidder's Proposal must be submitted.
- (gg) **“Services”**, mean everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Section 4, Terms of Reference
- (hh) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
- (ii) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (jj) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.

1. Introduction

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

Integrity Regime

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

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

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

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

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

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

2. Cost of Proposal preparation	2.1	No payment will be made for costs incurred for the preparation and submission of a Proposal in response to this RFP. All costs associated with preparing and submitting a Proposal are the sole responsibility of the Bidder.
	2.2	Any costs relating to attending the Bidders’ conference and/ or site tour, including but not limited to travel and video conference costs, as specified in paragraph 1.5 and 1.6 will be the sole responsibility of the Bidder and will not be reimbursed by DFATD.
	2.3	Any costs related to negotiation of the resulting Contract will not be reimbursed by DFATD and are the sole responsibility of the Bidder. The location of the contract negotiation is indicated in the Data Sheet.
3. Governing Law	3.1	The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
	3.2	A Bidder may, at its discretion, substitute the governing law of a Canadian province or territory of its choice without affecting the validity of its Proposal, by inserting the name of the Canadian province or territory of its choice in its Proposal (in TECH-3: Bidder’s Organization). If no substitution is made, the Bidder acknowledges that the governing law specified in paragraph 3.1 is acceptable to the Bidder.

One Bidder, One Proposal

- 5.1 A Proposal must remain valid and open for acceptance for a period of 250 Days after the closing date of the RFP.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposals. Bidders who agree to DFATD's request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.

6. Clarifications and Amendment of RFP Documents

- 6.1 Bidders may request a clarification of any of the RFP elements no later than five (5) working days before the RFP Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD's opinion, a request for clarifications affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.
- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than seven (7) working days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately three (3) working days before the original RFP Closing Date.

- 7.1 Proposals must be delivered to the following address:
Department of Foreign Affairs, Trade and Development
Distribution and Mail Services - AAG
Lester B. Pearson Building
125 Sussex Drive
Ottawa, Ontario
Canada
K1A 0G2
Attention: Bid Receiving Unit - SGD
- 7.2 Bidders are requested to deliver their Proposals in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.
- 7.3 Proposals must be received by DFATD no later than the RFP Closing Date.
- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by such means, including by electronic mail or facsimile will not be accepted.

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

- 7.11 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.
- 7.12 With the exception of paragraph 7.14, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule.
- Withdrawal, Substitution, and Modification of Proposal***
- 7.13 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:
- (a) submitted in accordance with paragraph 7.1-7.10 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by DFATD prior to the RFP Closing Date.
- 7.14 A Proposal that is requested to be withdrawn in accordance with paragraph 7.13 will be returned unopened.
- 8. Preparation of Proposal**
- 8.1 In preparing their Proposals, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.
- 8.2 If additional documentation is available from DFATD to assist Bidders in preparing their Proposals, the name of the document(s), and how to obtain them, will be specified in the Data Sheet.
- Language***
- 8.3 Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, will be written in one of the official languages of Canada.
- 9. Technical Proposal**
- Mandatory Forms to Be Provided***
- 9.1 A signed TECH-1: Acceptance of Terms and Conditions must be submitted with a Bidder's Proposal. If a Bidder is a consortium or a joint venture, the Bidder's proposal must include a signed TECH-1 from each Member. Bidders are requested to print TECH-1, fill it in manually, sign and attach it as page 1 of their Proposals. If TECH-1 is not submitted with a Proposal or is not signed, the Proposal will be rejected. If TECH-1 is improperly completed, DFATD will request corrections from the Bidder within the timeframe specified in the notification. If the updated TECH-1 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means:
- (a) There are one or more fields that are not completed; or
 - (b) The content of TECH-1 is amended in any way.
- Certifications Required with the Proposal***
- 9.2 Bidders are requested to submit completed TECH-2: Certifications, and TECH-3: Bidder's Organization, including a TECH-2 and TECH 3 from each Member of a consortium or joint venture submitting a Proposal, in their Proposals. If a TECH-2 and/or TECH-3 is not submitted with a Proposal and/or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated TECH-2 and/or TECH-3 within the timeframe specified in the notification. If the updated TECH-2 and/or TECH-3 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means:
- (a) There are one or more fields that are not completed; or
 - (b) The content of TECH-2 is amended in any way
- 9.3 Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of Proposal submission. Bidders have an obligation to disclose any situation of

non-compliance with the certifications in TECH-2.

- | | | |
|-----------------------------------|---|---|
| Other Forms to Be Provided | 9.4 | If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection. |
| | 9.5 | In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the following Standard Forms (Section 2 of this RFP) as part of their technical proposals:

(i) TECH-4: Bidder's Experience;
(ii) TECH-5: Methodology;
(iii) TECH-6: Personnel. |
| Content presentation | 9.6 | In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in Section 5, Evaluation Criteria. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposals where the subject topic has already been addressed. |
| | 9.7 | Where specified in the respective TECH forms and/or in Section 5, Evaluation Criteria, Bidders are requested to respect page limits assigned to responses to any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit. |
| | 9.8 | As specified in the Data Sheet, Bidders are requested to:

(a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position; or

(b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or

(c) respect the fixed level of effort set by DFATD. |
| | 9.9 | Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation. |
| 10. Financial Proposals | 10.1 | All information related to Fees, overseas costs for Personnel on long-term assignment and costs of Contractor(s) must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1. |
| | 10.2 | FIN-1 must be provided with the Proposal. If the Bidder does not provide FIN-1 or does not comply with the provisions of paragraph 10.8, Pricing Basis, the Proposal will be rejected. |
| Reimbursable Expenses | 10.3 | Bidders are required to estimate Reimbursable Expenses that they will incur in the realization of the project in Canada and in the Recipient Country by filling in form FIN-3. With the exception of Local Support Staff, reimbursable expenses should not contain any elements of Fees, costs of Contractor(s), if any, or overhead/ indirect costs. Bidders' budgetary estimates of Reimbursable Expenses will not be evaluated. They will be subject to negotiation prior to contract award and subject to DFATD approval prior to reimbursement, which will be at cost. |
| | 10.4 | The following Reimbursable Expenses, if applicable, are to be provided using FIN-3: |
| | <i>[The National Joint Council Travel Directive, and the Special Travel Authorities serves as a ceiling for unit prices of certain Reimbursable Expenses]</i> | |
| | (a) | Travel and Living Expenses: for the Personnel categories identified in paragraph 10.8 (c), the cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive: |

- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, wherever possible, the services of Canadian carriers. The Consultant will endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant will need to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes have to be documented in the Consultant's project file;
- (ii) the cost of meals, incidentals and private vehicle usage, in accordance with the meal, incidental and private vehicle allowances specified in Appendices B, C and D of the Directive;
- (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
- (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
- (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
- (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
- (b) purchase and transportation costs of equipment and supplies required to carry out the project;
- (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
- (d) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
- (e) bank transfer fees related to the execution of the project;
- (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
- (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
- (h) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
- (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and

- (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
- (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of the Personnel and Contractor(s), related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan); and
- (k) other Reimbursable Expenses specified in the Data Sheet.
- 10.5 Any other Reimbursable Expenses required to carry out the project, which are not considered to be Fees, overseas costs for Personnel on long-term assignment, costs of Contractor(s) or overhead/indirect costs and that are not included in the above categories may be negotiated at the time of contract award.
- 10.6 (reserved)
- Available Funding** 10.7 Where the available funding is specified in the Data Sheet, the financial proposal (FIN-1 + FIN-3) should not exceed the funding available.
- Pricing Basis** 10.8 Bidders must submit their financial proposals in accordance with the following pricing basis:
- (a) Fees: For each individual or Personnel category to be employed under the project, indicate the proposed Fees based on 7.5 hours/day. Secretarial, typing and administrative costs are considered part of overhead unless directly related to project activities.
- The following cost elements, if any, must be included in the Fees:
- (i) Direct salaries - means the amounts paid to individuals for actual time directly worked under the Contract;
 - (ii) Employee fringe benefits - means costs associated with employee salaries, including paid benefits. Paid benefits include: sick leave, statutory holidays, paid vacation leave, the employer's contribution for employment insurance and worker's compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, War Risk Accidental Death and Dismemberment insurance, vaccination, etc.;
 - (iii) Overhead/ indirect costs – means the following costs originating from the Bidder's Head Office (non-project specific):
 - Advertising and promotion ;
 - Amortization/ depreciation;
 - Bank charges ;
 - Board activities;
 - Business development activities;
 - Capital taxes;
 - Communication;
 - Computer maintenance expenses;
 - Financing costs including but not limited to interest expenses and costs to obtain letters of credit;
 - General staff training;
 - Insurance (e.g. office, board of directors liability, Commercial general liability, and Errors and omissions liability);
 - Internal or external audits of the Bidder;
 - Memberships and subscriptions;
 - Office supplies, furniture and equipment in Canada;
 - Bidder restructuring costs;
 - Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
 - Proposal preparation activities;
 - Office rent and utilities in Canada;

- Repairs and maintenance expenses in Canada;
- Review and negotiation of agreements;
- Salaries and fringe benefits related to the administration of the Bidder;
- Staff recruitment;
- Strategic planning activities;
- Travel ;
- Workstations, including computers;
- Other indirect/ overhead type of expenditures related to the Bidder's office(s) in Canada;
- Exchange rate fluctuation.

(iv) Profit

(b) Overseas costs for Personnel on long-term assignment:

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

(i) Housing: cost of a house/apartment as well as related expenses, which may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is available;

(ii) Basic utilities: costs of basic utilities such as water costs; sewage; gas; electricity; rental and repair of meters; garbage collection; primary fuel used for cooking; pest control where required by local laws;

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

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

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

(i) Travel - relocation: cost of travel and living while on travel status to and from the project location at the commencement and completion of the project;

(ii) Relocation expenses: the relocation expenses for packing, transport, shipping, en route storage, delivery and unpacking of the household effects. The Consultant is responsible for any related custom duties and insurance charges.

(c) Personnel categories to be used:

(i) Personnel assigned to the project in Canada or in the Recipient Country on Travel Status (less than 12 consecutive months in the Recipient Country);

(ii) Personnel assigned to the project in the Recipient Country on long-term assignment (12 consecutive months or more); and

(iii) Local Professionals (excluding Local Support Staff).

(d) Costs related to Contractor(s), if applicable.

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

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

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

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

10.11 If the Personnel is added after Contract award, the Consultant is requested to propose fixed annual Fees for the remaining Contract period. Once DFATD

accepts the proposed individual and the Fees, the fixed annual Fees will become effective on:

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

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

against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, description of the Bidder's facilities, when applicable), to demonstrate their capability. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.

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

***Evaluation of
Financial
Proposals***

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

***Rights of DFATD
in evaluation***

- 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 Proposals by using unit pricing;
 - (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
 - (c) in case of discrepancy between word and figures, the former will prevail;
 - (d) evaluate the financial proposal to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
 - (e) in case of discrepancy between the level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and
 - (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.
- 12.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions, if any, taken pursuant to paragraph 12.4. A Bidder that disagrees may withdraw its Proposal.

**13. Conditions of
Contract Award**

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

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

(b) Procurement Business Number

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

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

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

(d) Proof of Insurance

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

(e) Aboriginal status

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

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

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

(g) Integrity Provisions

The Bidder must:

- i. As required under the Policy, incorporated by reference through paragraph 1.7.1 of this RFP, verify the status of all proposed first tier sub-consultants and contractors before entering into a direct contractual relationship in accordance with the Policy section 16 by either making an enquiry of the Registrar of Ineligibility and Suspension in the case of individuals, or in the case of sub-consultants and contractors that are not individuals, consult the public Ineligibility and Suspension List found on the [Integrity Regime](#) website. Prior to contract award, Bidders must advise DFATD of the results of the integrity verification; and

- ii. Using item 2 of form TECH-3: Bidder's Organization, submit to DFATD a list of names as required by, and in accordance with sections 17 a. and b. of the *Ineligibility and Suspension Policy* (the List). Bidders may submit the List with their Proposal. In the event that the List is not submitted with the Proposal, DFATD will inform the Bidder of a time within which to submit the List. Failure to submit the List within the time specified will render the Bidder's Proposal non-responsive and the Bidder's Proposal will be rejected.

14. Negotiations

- 14.1 A time limit may be imposed by DFATD to ensure that negotiations are concluded effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's Proposal will be given no further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
- 14.2 Typical areas of negotiation may include:
 - (a) Fees and overseas costs for Personnel on long-term assignment:
In a competitive environment, Fees and overseas costs for Personnel on long-term assignment proposed in the selected Bidder's financial proposal, which were part of the financial evaluation, are not normally subject to negotiation. However, DFATD reserves the right to request support for the proposed Fees and/or for a breakdown of the overseas costs for Personnel on long-term assignment and to negotiate down any and all Fees and/or overseas costs for Personnel on long-term assignment to ensure that fair value is obtained.
 - (b) Reimbursable Expenses
All Reimbursable Expenses, listed in paragraph 10.4, are negotiable.
 - (c) Advances as specified in paragraph 17.
 - (d) Local tax payment and reimbursement mechanism.

15. Personnel Replacement prior to Contract Award

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

16. Irrevocable Standby Letter of Credit

- 16.1 To guarantee the Consultant's obligations under the Contract, within 28 Days of the signature of the Contract, the Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) as specified in the Data Sheet.
- 16.2 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.

17. Advances

- 17.1 The Data Sheet specifies whether DFATD will permit advance payments to the Consultants under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet.
- 17.2 Bidders are requested to indicate in their financial proposals the amount and nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award.

- 17.3 DFATD will not issue an advance until the Consultant provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution and will be in place before any advance is made and remain in effect until all advances are fully liquidated. The ISLC is always for an amount equal to one hundred (100) percent of the maximum possible outstanding amount of advance payments at any given time during the execution of the Contract.
- 17.4 During the negotiation stage, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated in paragraph 17.3. Failure to do so by the date stipulated by DFATD will result in the selected Proposal being given no further consideration. DFATD reserves the right to initiate negotiations with the next highest-ranking Bidder.
- 18. Notification/ Debriefing of unsuccessful Bidders**
- 18.1 After completing negotiations and awarding the Contract to the selected Bidder, DFATD will publish the award of the Contract on GETS and on the DFATD website.
- 18.2 Bidders may make a written request to DFATD to receive 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 three 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 Services within the delay specified in the Data Sheet.
- 19.2 The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD.
- 20. Confidentiality**
- 20.1 Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act*, and the *General Records Disposal Schedule of the Government of Canada*.
- 21. Rights of DFATD**
- 21.1 DFATD reserves the right to:
- (a) reject any or all Proposals received in response to the RFP;
 - (b) enter into negotiations with Bidders on any or all aspects of their Proposals;
 - (c) accept any Proposal in whole or in part without negotiations;
 - (d) cancel the RFP at any time;
 - (e) reissue the RFP;
 - (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
 - (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

Instructions to Bidders

DATA SHEET

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

Paragraph Reference	
Definitions (t)	For the purpose of this RFP, the following positions are included as Local Support Staff: <ul style="list-style-type: none">• Accountant• Admin Assistant• Driver/Messenger• Office cleaner• Security guard• All other positions related to administration and support in the Recipient Country who are not providing technical services directly related to the achievement of the Project results.
Definitions (dd)	The Recipient Country is Vietnam.
Definitions (ff)	The RFP Closing Date is 2019-03-22 at 14:00 hrs, Eastern Standard (EST)
1.5	<p>Bidders' Conference:</p> <p>YES_X__ NO___</p> <p>A Bidders' conference for all interested Bidders will be held on 2019-02-21 at DFATD, at 200 promenade du portage, Gatineau, Québec. The session will begin at 08:00am EST, in the meeting room B7010. Travel and other costs in order to attend are the responsibility of the Bidders. The session will be held to answer questions on the project and/ or on the RFP. Bidders who do not attend the conference will not be excluded from submitting a Proposal.</p> <p>In order to facilitate the conference, Bidders are requested to submit their questions, comments and/ or a list of issues they wish to table in advance by email, in English and/ or French, at the latest by 2019-02-14 to the Point of Contact, to allow sufficient time for DFATD to make logistical arrangements and prepare answers. Additional questions from the floor are allowed during the conference itself. If they affect the RFP, clarifications or changes resulting from the Bidders' conference will be included as an addendum to the RFP.</p> <p>Bidders are requested to confirm in advance their intention to attend by emailing the Point of Contact at the email address as per paragraph 1.6, at the latest by 2019-02-14. Bidders are requested to indicate their name, postal address, email address, telephone number, fax number as well as the name and the title of the Bidder's representative(s) who will attend in such e-mail to DFATD. DFATD reserves the right to cancel the conference and inform Bidders by means of an addendum to the present RFP, if this happens.</p> <p>Site tour:</p> <p>YES___ NO_X__</p>
1.6	<p>Visit can be arranged:</p> <p>YES___ NO_X_</p>

1.6, 6.2, 11.1 and 13.1	<p>DFATD Point of Contact is:</p> <p>Stefanie Cardinal Senior Contracting Management Services Officer Department of Foreign Affairs, Trade and Development</p> <p>Email: stefanie.cardinal@international.gc.ca</p>																												
2.3	<p>Location of contract negotiation: National Capital Region, to be determined by DFATD. DFATD will also be available for video-conferencing upon request.</p>																												
7.2	<p>Bidder is requested to submit:</p> <ul style="list-style-type: none">• Technical proposal: The original and 4 copies and one electronic version (in USB or CD-ROM)• Financial proposal: The original and 2 copies and one electronic version (in USB or CD-ROM) <p>Technical and Financial Proposals must be separately bound. In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.</p>																												
7.9	<p>Page size other than 8.5” X 11” or A4 is acceptable: YES___ NO__X__</p>																												
7.10 (c)	<p>Financial statements are to be included in the Proposal:</p> <p>YES___ NO_X__</p>																												
8.2	<p>Additional documentation is available: YES___ NO_X__</p>																												
9.6	<p>Cross-referencing is recommended:</p> <p>YES_X__ NO___</p>																												
Or 9.8 (c) and 11.19	<p>A fixed number of person-days is required for the following Personnel positions:</p> <table><tr><th>Position</th><th>LOE</th></tr><tr><td>Project Coordinator</td><td>520 days</td></tr><tr><td>Food Safety/Risk Assessment Specialist</td><td>885 days</td></tr><tr><td>Value Chain Specialist</td><td>585 days</td></tr><tr><td>Regulation/Policy Specialist</td><td>650 days</td></tr><tr><td>Business Administration Specialist</td><td>105 days</td></tr><tr><td>Project Director</td><td>1,100 days</td></tr><tr><td>Local Project Manager</td><td>1,100 days</td></tr><tr><td>Local Food Safety Specialist</td><td>730 days</td></tr><tr><td>Local Gender Advisor</td><td>510 days</td></tr><tr><td>Local Environment Advisor</td><td>160 days</td></tr><tr><td>Local Communications Officer</td><td>600 days</td></tr><tr><td>Local Regulation/Policy Specialist</td><td>310 days</td></tr><tr><td>Interpreter</td><td>1,100 days</td></tr></table>	Position	LOE	Project Coordinator	520 days	Food Safety/Risk Assessment Specialist	885 days	Value Chain Specialist	585 days	Regulation/Policy Specialist	650 days	Business Administration Specialist	105 days	Project Director	1,100 days	Local Project Manager	1,100 days	Local Food Safety Specialist	730 days	Local Gender Advisor	510 days	Local Environment Advisor	160 days	Local Communications Officer	600 days	Local Regulation/Policy Specialist	310 days	Interpreter	1,100 days
Position	LOE																												
Project Coordinator	520 days																												
Food Safety/Risk Assessment Specialist	885 days																												
Value Chain Specialist	585 days																												
Regulation/Policy Specialist	650 days																												
Business Administration Specialist	105 days																												
Project Director	1,100 days																												
Local Project Manager	1,100 days																												
Local Food Safety Specialist	730 days																												
Local Gender Advisor	510 days																												
Local Environment Advisor	160 days																												
Local Communications Officer	600 days																												
Local Regulation/Policy Specialist	310 days																												
Interpreter	1,100 days																												
9.9	<p>The Bidder can propose alternative Personnel:</p> <p>YES___ NO_X__</p>																												
10.4	<p>In addition to the listed eligible reimbursable expenses in ITB 10.4, the following line item is included in FIN-3:</p> <p><i>Not applicable</i></p>																												

10.7 and 11.17	<p>Available funding</p> <p>The available funding for the Contract resulting from this RFP is \$ 12,875,000 CAD, excluding Applicable Taxes. This disclosure does not commit DFATD to paying the funding available.</p> <p>Of this amount, DFATD has reserved:</p> <p>a) \$1,572,798 CAD including an administrative mark-up factor for other Personnel and Contractors identified during the implementation of the project and for technical assistance or capacity building;</p> <p>Disclosing the available funding does not commit DFATD to paying this amount.</p>						
10.8 (b) 1)	<p>The ceiling monthly average rate for Personnel on long-term assignment is \$5,000.00 CAD per month.</p> <p>Position(s) eligible for this ceiling rate:</p> <ul style="list-style-type: none">• <i>Project Director</i>						
10.8 (e)	<p>Administrative mark-up : Yes: <u> X </u> No : <u> </u></p> <p>The Administrative mark-up to be applied to the Sub-consultants and Contractors determined during project implementation includes :</p> <ul style="list-style-type: none">• Overhead expenses• Profit <p>This rate will be applied as follows :</p> <table><tr><td></td><td>Application of the rate</td></tr><tr><td>Sub-consultants assigned to the project</td><td>Fees invoiced by the Sub-consultants</td></tr><tr><td>Contractors</td><td>Costs invoiced by the Contractors</td></tr></table> <p>*When an employee is added during the contract, the Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						
11.3	<p>Selection Method:</p> <p>Best value adjusted for cost: The technical proposal is awarded a maximum of 800 points or 80% percent of total possible 1,000 points, and the financial proposal is awarded a maximum of 200 points or 20% percent.</p> <p>If Aboriginal direct hiring and/ or Contractors are proposed, Bidders will be awarded evaluation points (up to a maximum of 50 points, which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated.</p> <p>The Bidder whose Proposal obtained the highest combined technical and financial score and Aboriginal Supplier Incentive score, out of 1050 points, will be invited for negotiations unless there is less than 10 points between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>						
11.10 and 11.13	<p>The minimum technical score required is 560 points. Only Proposals that achieve a minimum technical score are considered compliant.</p>						
11.14, 11.15, 11.19 and 12.4 (d)	<p>Evaluation of financial proposals</p> <p>The total Financial proposal to be evaluated will be the sum of FIN-1A and FIN-1B.</p> <p>A) FIN-1A is the sum of the total cost of Fees and the total overseas costs for Personnel on long-term assignment:</p> <p>i) The total cost of Fees will be calculated by adding the sub-totals of costs related to the</p>						

	<p>Bidder’s average Fees multiplied by DFATD's fixed level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A.</p> <p>ii) The total overseas costs for Personnel on long-term assignment is calculated by multiplying the average all-inclusive monthly rate by the number of months identified by DFATD and the total cost of relocation (mobilization/demobilization).</p> <p>Should the Bidder provide an average monthly rate higher than the ceiling rate indicated in the Datasheet under paragraph 10.8 (b) 1):</p> <ul style="list-style-type: none">For evaluation purposes, DFATD will use DFATD’s ceiling monthly rate to calculate FIN-1A.For contracting purposes, the rate per year to be indicated in the resulting contract will be calculated on a pro-rata based on the ceiling rate as indicated below. <p>For example: For the purpose of the example, the ceiling rate is \$1800 and Bidder B is the winning bidder.</p> <table><tr><th>Bidder</th><th>Year 1</th><th>Year 2</th><th>Year 3</th><th>Average rate</th></tr><tr><td>Bidder B</td><td>\$2100</td><td>\$2250</td><td>\$2400</td><td>\$2250</td></tr></table> <p>Should Bidder B’s average rate exceed the ceiling rate, DFATD will calculate the pro-rata ratio by dividing the ceiling rate by Bidder B’s average rate (up to 2 decimal numbers). The monthly rates for year 1, 2 and 3 will be prorated using the calculated ratio. For the purpose of the example, the following table shows the adjusted rates: Ratio: ceiling/average = 1800/2250 = 0.80</p> <table><tr><th>Adjusted Year 1</th><th>Adjusted Year 2</th><th>Adjusted Year 3</th></tr><tr><td>2100*0.80 = \$1680</td><td>2250*0.80 = \$1800</td><td>2400*0.80 = \$1920</td></tr></table> <p>The adjusted monthly rates will be incorporated in the resulting contract.</p> <p>Should the Bidder include any positions, other than those identified by DFATD, they will be deemed not included in the Bidder’s financial proposal. The costs associated with these positions will not be taken into consideration in the financial evaluation nor will they be included in the resulting contract.</p> <p>B) FIN-1B is the competed administrative mark-up cost:</p> <p>The evaluated administrative mark-up cost FIN-1B will be calculated by applying the Bidder’s mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other personnel and contractors to be determined during project implementation using the following formula:</p> $\text{Administrative mark-up cost} = \text{budget set-aside} \$ \times \frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$ <p>Costs related to Contractors and Personnel, other than those identified by DFATD, may be determined during implementation and will not exceed the budget set-aside specified under FIN-1B.</p>	Bidder	Year 1	Year 2	Year 3	Average rate	Bidder B	\$2100	\$2250	\$2400	\$2250	Adjusted Year 1	Adjusted Year 2	Adjusted Year 3	2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920
Bidder	Year 1	Year 2	Year 3	Average rate													
Bidder B	\$2100	\$2250	\$2400	\$2250													
Adjusted Year 1	Adjusted Year 2	Adjusted Year 3															
2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920															
11.15	<p>Scoring of financial proposals:</p> <p>The financial proposal with the lowest evaluated dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant financial price. For example, if the total financial score is 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 Bidders’ financial score will be calculated as follow:</p> <p>Bidder B’s financial score = $\frac{\text{Bidder A’s financial price}}{\text{Bidder B’s financial price}} \times 200$</p>																
11.16	The clause is applicable: YES_X___NO___																
13.1(c)	The Bidder is subject to security requirements: YES___ NO_X__																

13.1(d)	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer's Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation. <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and b) 30 Days written notice of cancellation. <p>3. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that members of its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or contractors for medical reasons.</p> <p>4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> a. Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; b. Cross Liability and separation of insured, to the extent permitted by law; c. Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and d. 30 Days written notice of cancellation.
16.1	The Irrevocable Standby Letter of Credit (ISLC) must be for the face amount of \$450,000.

17.1	<p>Advance payments may be permitted: YES_X__ NO__</p> <p>The following types of expenses are eligible for advance payment:</p> <ul style="list-style-type: none">(a) Expenses associated with setting up a new local office in the Recipient Country;(b) Long-term leases for offices; and(c) Procurement of manufactured equipment (project assets).
19.1	<p>Expected date for commencement of consulting and professional services is no later than 30 days following 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.

Bidders Checklist


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

Mandatory Procedural Requirements	✓
The Proposal validity is 250 days after the closing date of the RFP.	
The Bidder has submitted only one proposal in response to this RFP. (ITB 4.4)	
The Proposal is submitted to: Department of Foreign Affairs, Trade and Development Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2 Attention: Bid Receiving Unit - SGD	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Bidder or, in case of a consortium or joint venture, each member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each member of consortium or joint venture complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory evaluation criteria, if any, specified in Section 5, Evaluation Criteria.	
No information related to Fees, overseas costs for Personnel on long-term assignment and costs of Contractor(s) appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.8).	
The Fees for Personnel and monthly rates are expressed on a yearly basis (i.e. Year 1, Year 2, Year 3, etc.).	
The Financial proposal is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder’s Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in	

ITB 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. Other requirements:

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

Proposal Presentation and Submission	
Has the technical proposal used the headings and numbering system detailed in Section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its proposal in the number of originals and copies indicated in the Data Sheet?	
Is the Original proposal clearly identified as "Original" on its cover?	
Is the Proposal presented on 8.5" X 11" or A4 paper (or as specified in the Data Sheet) and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
If requested in the Data Sheet, have financial statements been submitted in a third sealed envelope clearly marked "Financial Statements"?	
If required, has an Integrity Declaration Form been submitted in accordance with paragraph 7.10(d)?	
Have the envelopes containing the technical and financial proposals, and financial statements, if applicable, been placed in an outer envelope and sealed?	
Does the outer envelope bear: <ul style="list-style-type: none"> - name of the Bidder - return address of the Bidder - submission address - RFP reference number - project title - the RFP Closing Date. 	
Have the Proposal withdrawal, substitution and/ or modification, if any, been done as per ITB 7.13?	
Technical Proposal	
In case of a consortium or joint venture, has the Member in charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as requested in TECH-3 with the Proposal?	

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

FORM TECH-1
Acceptance of Terms and Conditions

Guidance to Bidders:

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

The Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of Services in relation to: The Safe Food for Growth (SAFEGRO) Project

From (please print): Bidder’s Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

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

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

Signature _____ Date _____

☐ Member in Charge

FORM TECH-2

Certifications

Guidance to Bidders:

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

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

1. CANADIAN STATUS

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

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

2. INTEGRITY PROVISIONS

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

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

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

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

3. CODE OF CONDUCT FOR PROCUREMENT

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

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

4. ANTI-TERRORISM REQUIREMENT

The Bidder hereby 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).

5. 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).

6. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

7. LANGUAGE CAPABILITY

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

8. EDUCATION AND EXPERIENCE

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

9. AVAILABILITY OF RESOURCES

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

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

11. ABORIGINAL FIRM

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

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

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

AND

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

☐ The Bidder is not Aboriginal.

- **OR** -

☐ The Bidder is Aboriginal.

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

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

12. FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

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

Definitions

For the purposes of this certification,

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

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;

- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

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

FORM TECH-3
Bidder's Organization

Guidance to Bidders:

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

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

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

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

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

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

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

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

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: Percentage of project completion:	
Name of associated firm(s), if any:		No. of person-days provided by associated firm(s):	
Senior/ key Personnel involved and functions performed:			
Detailed narrative description of project:			
Detailed description of services provided (including the specific roles and responsibilities of the Bidder in the project):			

FORM TECH-5
Methodology

Guidance to Bidders:

Bidders are required to use the following TECH forms as part of their technical proposals:
TECH-5A, Project Performance Measurement Framework (PMF);

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

Guidance to Bidders:

The Performance Measurement Framework (PMF) 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 PMF template provided in this Form has been adapted to respond to Requirement 4 of the Evaluation criteria. As such, only the column “indicators” for the selected project outputs should be filled out.

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

Expected Results	Indicators
1112 Technical assistance provided to the relevant government agencies at the national and sub-national level to develop a comprehensive, transparent and reliable monitoring and reporting platform for food safety information including disseminating the information to stakeholders	
1125 Pilot mini-labs established at selected wholesale markets	
1134 Technical assistance provided to relevant national and sub-national government agencies to use the results of the risk assessment to improve risk management and communications	

Expected Results	Indicators
1211 Technical assistance provided to producers including poor farmers, local collectors, traders, processors, distributors and transporters, particularly women, on best agricultural and management practices that are environmentally sustainable and climate sensitive	
1215 Logistical and technical support provided to producer groups including those of poor female farmers to investigate opportunities to take advantage of economies of scale to compete more effectively in the market place in a manner that is environmentally sustainable	
1222 Technical assistance provided to relevant government agencies on the design and implementation of traceability and recall procedures for selected food products and selected supply chains	

Expected Results	Indicators
1232 Linkages made between supply chain stakeholders, particularly women, to facilitate access to Canadian technologies and best practices	
1311 Logistical and technical support provided to civil society organizations, particularly consumer and women’s groups to develop social media tools for sharing information on food safety and availability of safe and affordable agri-food products	
1312 Gender sensitive educational material on key aspects of food safety that is specifically designed for various age groups provided and disseminated to educational institutions	
1322 Policy dialogue on food safety with the media carried out	

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

<u>Position:</u>
<u>Name:</u>
<u>Academic Qualifications:</u> <i>Degrees received, name of the university/school, and pertinent dates (month & year)</i>
<u>Professional development:</u> <i>Professional certification or accreditation or designation</i>
<u>Present employer and position:</u> <i>Length of service with current employer (Start date: month & year) and status (permanent, temporary, contract employee, associate, etc.)</i>
<u>Former Public Servant:</u> <i>Is/Will the proposed resource be a Former Public Servant in receipt of a government pension and/or the beneficiary of a buy-out lump sum payment? If yes, provide details. Does/will the proposed resource comply with the provisions of the Conflict of Interest provisions contained in Tech-2?</i>
<u>Experience:</u> <i>History of assignments in reverse chronological order with a narrative description of each assignment in accordance with the rated criteria detailed under the Personnel Experience, in Section 5, including but not limited to:</i> <i>Position:</i> <i>Project name and country:</i> <i>Services provided and sector:</i> <i>Budget managed by the individual on the assignment:</i> <i>Personnel managed (sector of expertise, number, etc.):</i> <i>Start date (month & year) and completion date (month & year):</i> <i>Level of Effort (in days):</i> <i>Client/funding agency:</i> <i>International Development Stakeholders:</i> <i>Location of the assignment:</i>
<u>Reference(s):</u> <i>Include at least three (3) references stating 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 resource who is named in the Proposal and who is not, on the RFP Closing Date, a Bidder’s employee. Only the proposed resource is requested to complete and sign this Form as per the “Availability of Resources” Certification of TECH-2.

1 REFERENCE

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

2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

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

3 DECLARATION OF INDIVIDUAL

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

Section 3. Financial Proposal - Standard Forms

FORM FIN-1

TOTAL COST

Guidance to Bidders:

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

FORM FIN-1A
COST OF PERSONNEL

Guidance to Bidders:

The Bidder must provide a firm all-inclusive daily Fee **for each year** for the positions of Personnel identified below only. The Bidder cannot add any other positions.

Fees for Personnel Positions Identified by DFATD								
Personnel Resource Name	Personnel Position	Year 1 Firm all-inclusive daily Fees \$	Year 2 Firm all-inclusive daily Fees \$	Year 3 Firm all-inclusive daily Fees \$	Year 4 Firm all-inclusive daily Fees \$	Year 5 Firm all-inclusive daily Fees \$	(LOE) Fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (year 1, 2, 3, 4 and 5) x Total LOE
1.1 Personnel based in Canada or on short-term assignment in the Recipient Country								
	Project Coordinator						520	
	Food Safety/Risk Assessment Specialist						885	
	Value Chain Specialist						585	
	Regulation/Policy Specialist						650	
	Business Administration Specialist						105	
1.2 Personnel on long-term assignment in the Recipient Country (12 consecutive months or more)								
	Project Director						1,100	
1.3 Local Professionals (based in Recipient Country)								
	Local Project Manager						1,100	
	Local Food Safety Specialist						730	
	Local Gender Advisor						510	
	Local Environment Advisor						160	
	Local Communications Officer						600	
	Local Regulation/Policy Specialist						310	
	Interpreter						1,100	
SUBTOTAL – 1 (exclusive of any taxes) – Total								\$

Fees for Other Personnel Positions Identified by the Bidder in its methodology								
Personnel Resource Name	Personnel Position	Firm all-inclusive Daily Fees \$					(LOE) Estimated by the Bidder (Days)	Sub-Total Estimated Cost= Average of (y1, y2, y3,y and y5) x LOE
		Y1	Y2	Y3	Y4	Y5		
Administrative Personnel directly related to the project								
SUBTOTAL - 2 (exclusive of any taxes) - Total								\$

COSTS FOR PERSONNEL ON LONG-TERM ASSIGNMENT

Guidance to Bidders:

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

Monthly rate (housing, basic utilities, other expenses)								
Personnel Resource Name	Personnel Position	Firm all-inclusive monthly rate					Number of months	Sub-total Cost=average of yr1 to y5 x Total number of months
		Y1	Y2	Y3	Y4	Y5		
	Project Director						56	
SUBTOTAL-3 (exclusive of any taxes) - Total (housing, basic utilities, other expenses)								\$
Ceiling for the monthly rate								\$5,000.00 CAD

Cost of relocation				
Personnel Resource Name	Personnel Position	Mobilization (from home country to recipient country)	Demobilization (from recipient country to home country)	Sub-Total (mobilization + demobilization)
	Project Director			
SUBTOTAL – 4 (exclusive of any taxes) – Total (Cost of relocation)				\$

TOTAL COST FOR FIN-1A= SUBTOTAL-1 + SUBTOTAL-2 + SUBTOTAL-3+SUBTOTAL-4

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

Guidance to Bidders:

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

Administrative mark-up rate	_____ %
Evaluated administrative mark-up cost $1,572,798 \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	FIN-1B = \$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	\$1,572,798, including the administrative mark-up.

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

For example, see the table below:

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

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

FORM FIN-2
ABORIGINAL SUPPLIER INCENTIVE

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

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

Aboriginal Contractors to be utilized

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

FORM FIN-3
REIMBURSABLE EXPENSES

Guidance to Bidders:

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

Indicative Reimbursable Expenses

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

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

SECTION 4. TERMS OF REFERENCE

Annex A – Project Description

ACRONYMS

AAFC	Agriculture and Agri-Food Canada
ADB	Asian Development Bank
AEC	ASEAN Economic Community
AWP	Annual Work Plan
CEA	Canadian Executing Agency
CFIA	Canadian Food Inspection Agency
CPTPP	Comprehensive and Progressive Trans-Pacific Partnership
CWG	Component Working Group
DFATD	Department of Foreign Affairs, Trade and Development
FAO	Food and Agricultural Organization
GAP	Good Agriculture Practice
GDP	Gross Domestic Product
GHG	Greenhouse Gas
GoV	Government of Vietnam
HACCP	Hazard Analysis of Critical Control Point
LPM	Local Project Manager
LTC	Land Tenure Certificate
MARD	Ministry of Agriculture and Rural Development of Vietnam
MOF	Ministry of Finance of Vietnam
MOH	Ministry of Health of Vietnam
MOIT	Ministry of Industry and Trade of Vietnam
ODA	Official Development Assistance
OIE	World Organization for Animal Health
OOG	Office of the Government
PC	Project Coordinator
PCC	Project Coordination Committee
PD	Project Director
PIP	Project Implementation Plan
PMF	Performance Measurement Framework
PMV	Prime Minister of Vietnam
PSC	Project Steering Committee
SAFEGRO	Safe Food for Growth Project
SDG	Sustainable Development Goal
SEDP	Socio-economic Development Plan
SEDS	Socio-economic Development Strategy
USAID	United States Agency for International Development
VFA	Vietnam Food Administration
WHO	World Health Organization
WTO	World Trade Organization

1. Project Summary:

The Safe Food for Growth (SAFEGRO) Project seeks to enhance the Vietnamese population's access to safe and competitive agri-food products, with an aim to improve the well-being of female and male consumers as well as other agri-food sector actors (including poor farmers) in Vietnam.

SAFEGRO will provide a holistic reform approach through assistance to the Government of Vietnam (GoV) to improve the enabling environment and promote market interventions that engage all the key actors such as government agencies, the private sector (including poor farmers) and consumers². The project will focus on the following three components:

- Component 1 (Enabling Environment) – improving the performance of national and sub-national governments in regulating and enforcing food safety to meet international standards;
- Component 2 (Supply Side) – increasing the competitiveness of poor farmers and other value chain actors, both domestically and internationally, through improved food safety; and
- Component 3 (Demand Side) – empowering consumers to increase demand for safe and affordable agri-food in Vietnam.

The project will allow the sharing of state-of-the-art technology and environmentally sustainable practices regarding food safety and quality that can be provided by private sector, academic and research institutions in Canada. The project will be implemented in the two largest cities of Vietnam – Hanoi and Ho Chi Minh City – totaling nearly 20 million people or more than one fifth of the country's population. It will also take into account neighboring provinces that produce and supply food products.

2. Project Context:

Through a series of economic reforms, Vietnam has transformed from one of the poorest countries in the world in the early 1990s to a lower middle income country in 2012 and among the world's largest exporter of select agri-food products. This success has been largely a result of agricultural growth which has always played a key role in ensuring national food security, reducing poverty and absorbing economic shocks.

However the growth in agriculture has not resulted in improved food quality. In fact, food safety is a serious public health challenge especially for the poor, who still account for 17.2% of the population. Initial data of the World Health Organization (WHO) suggests that unsafe food is causing more than 200 food borne diseases globally, from diarrhea to cancer³. The financial cost of food-borne diseases, including lost productivity and related market losses, surpasses \$1 billion a year in Vietnam (2% of GDP). This situation is mainly attributed to a number of factors including the fragmented nature of agricultural production and weaknesses in Vietnam's food safety surveillance and inspection systems. Furthermore, there is a considerable lack of consumer confidence in food products that are claimed to be safe in the absence of a functional traceability system.

In addition to being a serious matter domestically, food safety issues are also a major constraint on many commodity exports for lack of compliance with international safety standards. As Vietnam moves towards a more market-based economy and expands its international trade relations, the quality of growth⁴ and competitiveness in the agriculture sector must improve, and food safety reforms must continue. While much progress has been achieved through economic reforms in Vietnam, the quality of growth in agriculture – a key sector of the economy – remains relatively low, and structural challenges still exist. Vietnam has made strides in the production and export of agricultural commodities and has become one of the world's largest exporters of rice, coffee, cashew nut and pepper. However, these exports are mainly sold on the international market at a discounted price either because they are raw materials or they do not meet international food safety standards. Observers point to weaknesses in Vietnam's food safety surveillance and control system and a lack of resources for food safety management. Economic partners report difficulty in dealing with multiple government agencies with overlapping mandates on food safety management and inconsistent implementation of food safety regulations. The combination of these factors may also adversely impact the access of foreign imports to the Vietnamese market.

The Vietnam agricultural sector is a very complex food production value chain with a huge number of small producers, traders and retailers, the majority of them being women, and a few large producers and retailers. Food production standards are quite variable from excellent to very poor. Priorities for maximizing production and greater income often override the priority for safe, high quality food despite the efforts of the government to highlight food safety. In addition, although consumers want safe food, there is not great enough of a demand for it given the lack of consumer confidence in food safety systems.

Key prerequisites for food safety management are weak, such as traceability, effective and efficient food testing programs, adequate enforcement of standards, and import control. The GoV is well aware of the current shortcomings in food safety management and has a comprehensive food safety law and regulations,

² For the purpose of this project, the GoV represents the enabling environment; the private sector, including smallholder farmers, represents the supply side; and consumers the demand side.

³ World Health Organization, Food Safety Fact Sheet, October 2017: <http://www.who.int/mediacentre/factsheets/fs399/en/>

⁴ "Quality of growth" refers to qualitative development outcomes such as the production of quality & safe food, greater equity among different population groups in terms of access to safe food, contribution towards environmental sustainability, value added to agri-food projects, etc. It differs from the quantitative outcome of growth, which are for example, increased GDP, higher revenues from exports, etc..

but faces serious impediments to enforcing and reforming its system. For example, there are either not enough resources or the resources are not distributed efficiently for adequate enforcement of the legislation, and government ministries and agencies that are responsible for food safety management do not coordinate their efforts sufficiently. Additionally, although there is still a major focus by the government on food production, there is insufficient focus on the other key parts of the food distribution and retail chain that also have significant impact on food safety.

Food safety and quality is an area of longstanding collaboration between Canada and Vietnam. Between 2008 and 2014, Canada supported the \$17.48M Food and Agricultural Products Quality Development and Control project, which aimed to improve the safety and marketability of agri-products in Vietnam through strengthened production, processing and quality control systems. A 2013 Department of Foreign Affairs, Trade and Development (DFATD) funded independent evaluation noted that food safety interventions can be an effective lever for sustainable and inclusive economic growth given the concentration of poverty among agricultural workers and highlighted the continued need for institutional and technical assistance to strengthen the competitiveness of Vietnam's agricultural sector. The GoV identifies food safety and a streamlined national food safety control system as a key reform priority and has requested the DFATD to support in the area of food safety building on the positive results of the previous food quality initiative. Taking into account the findings, recommendations and lessons learned from the 2013 evaluation, SAFEGRO will provide institutional and technical support to strengthen the competitiveness of the agricultural sector in Vietnam.

The Ministry of Agriculture and Rural Development (MARD) has a long standing relationship with Canada through international trade interactions with Agriculture and Agri-food Canada (AAFC) and the Canadian Food Inspection Agency (CFIA) (e.g., through CODEX Alimentarius and World Trade Organization meetings). The CFIA has also had bilateral cooperation activities with MARD such as the delivery of technical workshops on the Canadian food safety system and compliance promotion for exports to Canada. MARD views AAFC and the CFIA as their Canadian government counterparts.

2.1 Canada's Priorities in Vietnam

Vietnam is a recipient of Canadian development assistance, Canada's top trading partner in South East Asia and a priority market for international student recruitment. It is among the ASEAN countries benefiting from Grow Asia, a multi-stakeholder partnership established by the World Economic Forum and supported by Canada and other donors, in collaboration with ASEAN Secretariat that aims to reach 10 million smallholder farmers by 2020, helping them access knowledge, technology, finance, and markets to increase their productivity, profitability, and environmental sustainability by 20%.

SAFEGRO is expected to support the achievement of a number of Sustainable Development Goals⁵ (SDG), including support to SDG 2 on food security through its focus on ensuring access to safe and nutritious food (Target 2.1); SDG 8 on economic growth by focusing on agriculture as a labour-intensive sector (Target 8.2); SDG 10 on economic inequality by supporting 50% of Vietnam's labour force in the agriculture sector, who are most vulnerable to both trade liberalization and climate change (Target 10.1); SDG 12 on sustainable production and consumption would be supported through the promotion of good agricultural practices aimed at reducing food losses along the supply chain (Target 12.3), as well as improving the sound management of chemicals and all wastes (Target 12.4). Finally, SDG 16 which focusses on building effective and accountable institutions at all levels would be supported by improving the enabling environment for food safety through capacity building and increased coordination between government ministries. Canadian assistance in this area will also help Vietnam meet requirements related to food safety for trade.

2.2 Vietnam's Priorities

SAFEGRO will support the GoV's priorities as expressed in the 2011 Socio-economic Development Strategy (SEDS), with the objective of becoming an industrialized country by 2020. The Strategy focuses on restructuring the economy, with increased productivity, macroeconomic stability and social equality. It emphasizes three principle areas: 1) improved market institutions and administrative reforms for a more competitive and equitable business environment; 2) development of human resources and investment in science and technology; and 3) improved infrastructure. Regarding agriculture, its stated aim is: "to comprehensively develop agriculture towards the direction of modernity, effectiveness and sustainability". The supporting Socio-economic Development Plan (SEDP) for 2016-2020 details the means of implementing the strategy and improving the economy's competitiveness and social welfare. The Food Safety Law of 2011 and its subsequent decrees and circulars, as well as the National Strategy on Food Safety 2011-2020, form a key element of the SEDP.

The National Opinion Survey Report 2015 commissioned by the United States Agency for International Development (USAID) indicates that food safety appears as one of the two biggest concerns for respondents.

2.3 Situation of Economic Foundations

⁵ A complete list of the SDGs can be found at <https://sustainabledevelopment.un.org/index.php?menu=1300>

Since the introduction of economic reforms in 1986, Vietnam has achieved significant success in economic development and poverty reduction. During 1990-2010, gross domestic product (GDP) grew by an average 7%, and the percentage of people living below the national poverty line fell from 38% in 1998 to 20.7% in 2010 and 9.8% in 2016⁶. With a GDP per capita of USD 2,343 in 2017⁷, Vietnam is now a lower middle-income country.

The country has also become highly integrated into the world economy with accession to the WTO and has been an active Comprehensive and Progressive Trans-Pacific Partnership (CPTPP) trade agreement negotiator. Vietnam joined the ASEAN Economic Community (AEC) in 2015, which is expected to create more competition for agri-food producers. Given that Vietnam continuously had a trade deficit with other ASEAN countries over the past decade, the AEC membership may create a healthy pressure on the quality and safety of Vietnamese agri-food products.

While Vietnam's GDP growth fell from 6.8% in 2010 to 5.4% in 2013, the economy has begun to show improvement with estimated GDP growth reaching 6.6% in 2019⁸. Moreover, Vietnam managed to improve its macroeconomic stabilization with inflation falling from a peak of 23% in August 2011 to an estimated level of 3.8% in 2018⁹.

Although the contribution of the agriculture sector to GDP has been on a down trend from 27.2 % in 1995 to 15.3% in 2017¹⁰, due to the shifting in economic structure, agriculture remains fundamental to Vietnam's economy, still representing nearly 20% of export turnover and nearly 50% of formal employment. Vietnam's transition from a centrally planned to an increasingly market-based economy, and from a low-income to a middle-income country has been significantly due to reforms in agriculture (de-collectivization of agriculture production) and greater space for private businesses. This underscores the importance of facilitating development of the agriculture sector towards greater competitiveness, including higher value-added productivity in rural areas in order to facilitate continued poverty reduction and better incomes.

2.4 Gender Equality

Vietnam has made remarkable progress on gender equality and is compared favorably with other countries in the region on key gender equality indicators, especially in education, health and employment. Women's labour force participation rates are among the highest in the region; and gender gap in earnings is lower in Vietnam than many other East Asian countries. However, significant challenges remain such as the gender gap in education among the ethnic groups and gender inequalities in high-level education and access to better jobs. Violence against women continues to be a critically severe phenomenon. In the labour market, women are disproportionately represented in informal jobs, which offer fewer benefits or safety nets, and are characterized by low wages and unsafe working conditions in small and informal family run enterprises. They also account for the majority of low-paid employment such as in garment, footwear and food processing industries. Women's wages only account for 75% of men's wages.

Agricultural production is dependent on women's labour. Farmers make up 40% of the overall male labour force, while they account for 49% of the female labour force. In rural areas the gender difference was larger as 63.4% of working women were in agriculture compared to 57.5% of working men. However, while women are more involved in agriculture, they are more likely to own and operate smaller farms and cultivate subsistence crops. In addition, the land holdings are typically smaller among women than among men. Based on the 2012 Vietnam Household Living Standards Survey, more than 45% of women were engaged in farm self-employment, compared to 38% of men. While it is true that men's work (land preparation, harvesting and transportation) require more physical strength, it is unfair to judge women's work as light. Women's work (caring and maintenance activities) is time-consuming and a labour intensive task. Patterns of gender division of labour are different depending on the sub-sectors and regions. For example, in the sub-sector of fruit production in the South, men do 70% of the farm work, including preparing the soil, setting the posts, fertilizing and spraying pesticides, while women are in charge of planting, weeding, and cultivating.

The level of access to productive resources such as knowledge of food safety, skills and market differ among women groups depending on the social-economic context of the regions, household conditions (e.g. husbands migrating to urban areas to seek paid jobs) and the sub-sectors women are engaged in. However, in general, women have less access to training, extension services and the market. Access to finance is also an issue for women who lack collateral. There is a significant gap between male and female use of mechanization. While much work in the agricultural sector is being mechanized to lighten farm work, this benefit mostly goes to men who are in charge of work such as soil preparation, harvest and post-harvest tasks. In 2003, the GoV passed the Land Law which requires that all Land Tenure Certificates (LTCs) include the names of both the wife and the husband. However, by 2013, only 19% of women were named as the sole owners on the LTCs and 22% were named together with their husbands. At the same time, 45% of men were named as sole owners.

⁶ <https://www.worldbank.org/en/news/press-release/2018/04/05/vietnam-continues-to-reduce-poverty-according-to-world-bank-report>

⁷ <https://data.worldbank.org/indicator/NY.GDP.PCAP.CD?locations=VN>

⁸ <http://www.worldbank.org/en/country/vietnam/overview>

⁹ <http://www.imf.org/external/datamapper/PCPIPCH@WEO/WEOWORLD/VEN/VNM>

¹⁰ <https://data.worldbank.org/indicator/NV.AGR.TOTL.ZS>

Women can play a key role within the family as food safety gate keepers. As the producer of home gardens and the purchaser of food items, women will be a focal group for the project's efforts in meeting its third component relating to consumer awareness. In addition, SAFEGRO will mainstream basic principles for gender integration in all its components, as well as provide capacity building activities within the participating GoV agencies to reduce stereotypes of women's and men's traditional roles. At the local level, women's unions can be involved as advisors on women's issues and GE aspects related to selected value chains and the food safety system. The project will facilitate women's participation in its management structure and working groups, thus encouraging women to engage in non-traditional tasks such as leading groups. Providing women specifically with access to new technology and funding opportunities can also be part of the project. To ensure women have access to and use of food safety knowledge, a quota for women's participation may need to be set up for training or other capacity building activities. Regarding the third component of the project of increasing demand for safe food, the media is to play an important role in promoting food safety using non-traditional images of women and men that highlight gender equality. A gender equality strategy for the SAFEGRO project will be included in the Project Implementation Plan (PIP). For full details on the PIP process and requirements, refer to the Annex B of the Terms of Reference - Specific Mandate of the Consultant.

2.5 Environmental Sustainability

Economic growth comes with structural problems and environmental consequences related to the production, transportation and distribution of safe food.

Over the recent decades, the use of agrochemicals (pesticides, herbicides, fertilizers) in this sector has grown dramatically. Over the past five years, Vietnam has been importing approximately US\$500 million worth of pesticides annually, mainly from China. While pesticide use in agriculture can help increase crop productivity through the reduction of pest presence and disease outbreaks, farmers in many places typically misuse chemicals by applying more toxic formulations than required, over-using them or not properly following health and safety guidelines. Approximately 19,000 tons of pesticide containers are generated every year. They are often mixed with regular solid waste and not separately treated. Typically they are burnt in unsafe incinerators or just dumped at landfills. These malpractices increase consumer exposure to pesticide residue in food products as well as negatively impact soil, surface water and ground water, and result in adverse health impacts. A recent survey by the Vietnam Plant Protection Department found between 20% and 35% of farmers in Vietnam had symptoms of acute or chronic pesticide related poisoning. The main factors contributing to agrochemical abuse include weak regulatory enforcement and lack of knowledge and skills of farmers regarding safe use of agrochemicals.

Intensive farming also contributes to fast soil degradation and pollution. For example, only one crop of paddy rice used to be cultivated organically per year in the past. Now with a man-made dyke system in place to prevent saline intrusion and the excessive use of agrochemicals, three rice crops per year are possible in many parts of the country.

Animal waste in livestock production is largely untreated before being discharged directly to the environment and water bodies. There are currently more than 23,000 animal farms nationwide, of which only 1,700 are able to apply proper waste treatment measures (e.g. biogas digesters). Poor hygiene conditions of farms and slaughterhouses are considered one of the main sources of food safety risks.

In addition, the agriculture sector is the second largest emitter of greenhouse gas (GHG), accounting for 45.4% of total GHG emissions in Vietnam, only after the energy sector. GHG emissions mainly come from paddy rice farming, livestock production and rice straw/husk burning, especially in the Mekong Delta. Vietnam has made commitments on cutting greenhouse gas emissions, including a target of 20% GHG reduction in the agriculture sector by 2020. SAFEGRO will assist the GoV to reach those commitments by facilitating behavior change in producers to adopt environmentally sustainable and climate smart agricultural practices.

2.6 Governance

The current food safety legal framework and policies in Vietnam cover most of the elements of a modern system: risk based control from farm to fork; primary responsibility on producers and traders; traceability and recall as required by law and regulations; transparency (e.g. results of inspections and audits should be published); control at source; support of Good Agriculture Practice/Hazard Analysis of Critical Control Point (GAP/HACCP) and similar standards; increased communication between production and distribution; promotion of international conventions and bilateral agreements on mutual recognition of the food control system; and strengthening communication with and education of business operators and consumers. These are encoded in the Food Safety Law, the National Strategy on Food Safety, and Inter-Ministerial Circular #13.

In 2011, the Food Safety Law streamlined the food safety responsibilities of the different government bodies. At the national level responsibilities are shared between three ministries:

MARD is the lead agency for the primary production of agricultural products, as well as the majority of agricultural value chains such as meats, fish, grains, fruits, and vegetables.

The Ministry of Health (MOH) is the lead agency for policy, setting standards and technical regulations, coordinating communication, and public awareness activities. MOH is also responsible for the implementation of the Food Safety Law, and acts as secretariat to the National Steering Committee on Food

Safety. In terms of products, MOH is responsible for food additives, processing aid materials, bottled water, natural mineral water, and functional food¹¹.

The Ministry of Industry and Trade (MOIT) is the lead agency for market supervision, and is responsible for quality control and enforcement of adulteration, smuggling, and counterfeit products related regulations. In terms of products, MOIT is responsible for beverages and drinks, processed dairy product, processed flours (including confectionaries, biscuits, etc.), and cooking oils.

At the sub-national levels (provincial, districts, communal) there are institutions representing the same key ministries, but working under the respective People's Committee.

In order to implement the Food Safety Law, the Government issued The National Strategy on Food Safety for 2011-2020. It set two general objectives: (1) the implementation of the National Target Program for Food Safety 2012-2015 (master plans) that ranges from production to consumption, and from the central to local level by 2015; and (2) control of food safety over the entire food supply chain by 2020. Specific objectives of the strategy relate to: awareness raising and food safety practices for target groups; capacity building for the food safety management system; significant improvement of food safety assurance in manufacturing, processing, and selling facilities; and active prevention of acute food poisoning. A key programme was assigned to MARD: in collaboration with the provincial People's Committees it should draft and lead the "Development on Safe Food Supply Chain Model".

Implementation of the Food Safety Law has been slow. Initially, it took time for the Government and respective ministries to promulgate implementation regulations. Decree #38 detailing the implementation of key articles of the Food Safety Law – including task-sharing and responsibilities – was only approved on April 25, 2012. It was not until 2014 that the Inter-Ministerial Circular #13 addressed the numerous outstanding coordination issues. Provinces are in the process of setting up their local food safety control systems, which according to the national legislation must replicate the central level systems. MOH is also currently reviewing the implementation of the law over the past five years in order to make necessary adjustments.

The GoV is aware of the institutional weaknesses inherent in the food safety system in Vietnam. There are limited human, technical and financial resources available for implementation at sub-national levels. The roles of the three key ministries responsible for food safety management have been clearly defined. However, these roles appear more geared to avoid overlap than to foster team work and efficiency. Also, there is still a need to improve coordination and cooperation in implementing the Food Safety Law, its decrees and circulars, by the implementing ministries, departments and partners. Monitoring and inspection functions are fragmented, sometimes duplicating efforts and are not coordinated or part of an overall food safety system. The GoV is interested in implementing a risk-based approach to improve its timely handling of food safety crises. Currently there is a lack of accountability within the food safety system, including poor enforcement of the food safety law. As well, there is a lack of recognition and use of the power of the consumer, and weak cooperation with the media and civil society groups. GoV is anticipating SAFEGRO's contribution in addressing these institutional issues.

SAFEGRO will focus on helping the existing food safety management system become more efficient and effective. In addition, it will help local stakeholders identify structural weaknesses in the system and address them, which could include changes to the existing legislation. Working with the key national ministries and selected sub-national governments will enable agri-food value chain players to produce, process, distribute, trade and consume safe food. It will also enable research institutions to better conduct research and report on food safety in Vietnam.

The project will encourage active participation of the private sector not only as a key partner in project planning and implementation, but also as a verifier of the potential sustainability of recommended actions.

In addition, SAFEGRO will directly engage with civil society to empower consumers and increase demand for safe agri-food in Vietnam. The project will strengthen the ability of the media to report on and investigate food safety issues.

SAFEGRO will emphasize accountability at all levels and start with the project level: weaknesses, shortcomings, mistakes in planning and/or implementing activities will be openly recognized and lessons-learned will be identified and incorporated into project implementation.

2.7 Canada's Expertise and Experience in Food Safety

Canada has internationally-recognized expertise in food safety as demonstrated by a world-class food safety system, the strength of its food safety rules, and its commitment to service. Canada is well positioned to help narrow the "capacity gap" through continued institutional and technical assistance on food safety in Vietnam. Canadian expertise and experience would support interventions such as using a science-based approach; applying principles of transparency; encouraging consultation and partnership between government, industry, and consumers; and using the risk-based approach to food safety controls/inspection. Specifically, the involvement of Canadian federal government agencies, as well as provincial government food safety departments, Canadian universities, and their food safety training programs, could greatly contribute to project implementation.

¹¹ A "functional food" is a food given an additional function (often one related to health-promotion or disease prevention) by adding new ingredients or more of existing ingredients.

In addition to offering excellent degree and non-degree education and training on food safety, including on-line courses that are accessible globally, Canadian universities have good experience working with private sector retailers for research and training to improve the safety of food sold in Canada. The GoV is interested in assessing the implications of a single food inspection entity for Vietnam.

2.8 Other Donors’ Activities in Food Safety

As the two largest multilateral donors in Vietnam, both the World Bank and the Asian Development Bank (ADB) are involved in the area but are mainly providing infrastructure such as office buildings, laboratories, vehicles and other equipment, with limited technical assistance or training. Other international organizations have targeted specific interventions with small budgets. For example, the Food and Agricultural Organization (FAO) has conducted an organizational assessment of the Ministry of Agriculture and Rural Development’s food safety structure and supported selected provincial pilot projects. The Japan International Cooperation Agency and ADB continue to focus on vegetable and fishery commodities, and New Zealand AID is focusing on one partner province. No other donor is working in the same comprehensive manner across the food safety spectrum as proposed with SAFEGRO. However, all of the donors are interested in participating in policy dialogue with the GoV. Canada and several other core donors have recently established a working group on food safety consisting of donor representatives, GoV agencies and other stakeholders.

3. **Expected results for the project:**

SAFEGRO will work through the existing national and sub-national government structures to support the development and enforcement of food safety regulations that are scientifically well-founded, and risk-based. The project will also engage producers (including smallholder farmers), and the private sector to promote environmentally-friendly and climate-smart agricultural production, good handling practices, and develop traceability systems that are sound and economically sustainable. Finally, the project will raise food safety awareness among consumers and promote behavioral change leading to increased demand for, and consumption of, safe and affordable agri-food in Vietnam.

While food safety is a shared responsibility between MARD, MOH and MOIT, SAFEGRO will work with MARD as the primary government partner given its focus on agri-food, its role in coordinating the various regulatory bodies and its experience working with the earlier Canadian food safety project in the area. Working simultaneously on three pillars: the enabling environment (government), supply (private sector and smallholder farmers), and demand (consumers); and taking a value chain approach, will allow for systemic and long-term change within the country.

The **Ultimate Outcome** of SAFEGRO is: “Improved well-being of female and male consumers and agri-food sector actors, including poor farmers, in Vietnam”. The Ultimate Outcome will be achieved through the following three Intermediate Outcomes

- **Intermediate Outcome (1100):** “Improved performance of national and sub-national governments in food safety regulation enforcement along the value chain to meet international standards”;
- **Intermediate Outcome (1200):** “Increased competitiveness of poor farmers and other actors, particularly women, supplying safe agri-food products to domestic and international markets”; and
- **Intermediate Outcome (1300):** “Increased consumer demand for safe and affordable agri-food in Vietnam”.

Refer to the Logic Model at Appendix A for the full description of Outcomes and Outputs.

4. **Project organization/governance:**

4.1. **Beneficiaries**

The main beneficiaries of the project include key government ministries¹² at national and sub-national levels, the private sector and Vietnamese smallholder farmers, agri-food producers, processors and traders, particularly women, as well as local and international consumers.

The project will also work with civil society organizations, particularly consumer and women groups, as well as media organizations to increase demand for safe food.

4.2. **Roles and Responsibilities**

4.2.1. DFATD/Canadian Embassy in Hanoi

The overall responsibility for providing the general direction of the project will lie with DFATD. DFATD will conclude a Memorandum of Understanding with the GoV; co-chair the Project Steering Committee; review and approve all project work plans and reports; monitor project activities and assess progress towards expected results; contract for the services of an external monitor and/or an external evaluator; liaise with the Consultant on project issues and facilitate consultations as deemed appropriate; and channel and track funds for the project.

¹² Mainly MARD, MOH and MOIT at the national and sub-national levels.

The Canadian Embassy in Hanoi (Development Section) will act as the DFATD representative in Vietnam 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. DFATD's internal specialists may be mobilized during project implementation to ensure the effective integration of governance, environmental and gender issues. DFATD also reserves the right to seek the advice of any third parties it deems appropriate and relevant to the Project, on Project implementation, progress towards expected results, issues and risks.

4.2.2. GoV Ministries

Three national ministries will be DFATD's main counterparts. MARD, MOH, and MOIT will be responsible for providing GoV inputs to the project and for monitoring project implementation. The Office of the Government (OOG) will also play a monitoring role by virtue of its chairing of the National Steering Committee on Food Safety.

MARD will act as the lead Ministry and conclude a Memorandum of Understanding for the project with DFATD; establish internal project direction arrangements according to GoV's regulations on ODA management; provide information and guidance on the general direction of the project in the context of Vietnam's Food Safety Law and regulations; review project progress; provide counterpart funding or contributions to the project according to GoV's regulations; obtain custom and fiscal tax exemptions for the project; provide facilitation for the processing of visas requested by project personnel, according to legislation in force; monitor the progress of local contributions to the project; and act as the Co-chair with DFATD on the Project Steering Committee. MARD will also appoint a senior official whose role will be to ensure the project's implementation will achieve expected results while being adapted to the context specific to Vietnam. This senior official will provide information and direction to the Consultant regarding the overall project planning and implementation during annual work planning and through the Project Coordination Committees (see Section 4.4. Governance Structure). To ensure sound project direction, it is expected that the Consultant will be in regular contact with the MARD-appointed senior official.

MOH and MOIT, as participating ministries will coordinate/lead specific activities that relate to their respective food safety responsibilities. In addition, the three key ministries will: facilitate an enabling environment for project activities and commit sufficient human and financial resources; participate in the implementation of the project, including monitoring and evaluation; work closely with the Consultant to develop data and document evidence-based lessons learned and best practices for dissemination to relevant stakeholders; coordinate the technical and material contributions by all Vietnamese partners; support the Consultant in the implementation of the project activities, procurement of goods, and other disbursements in conformity with the approved work plans; promote networking and information sharing of project plans and disseminate the results of all project activities and studies within Vietnam and within the international community; and participate in Project Steering Committee meetings.

4.2.3. The Consultant

The Consultant must implement and manage the project toward the attainment of the project's expected results. The Consultant must take informed and timely actions, use resources in a cost-effective manner, and implement only those activities that contribute to sustainable results as per the DFATD approved annual work plans. The Consultant must use a participatory approach to maximize the participation of Vietnamese partners, stakeholders and experts. The Consultant must incorporate and set an example for integrating gender equality principles, environmental sustainability and governance considerations¹³ throughout the project. Specifically, the Consultant must collaborate with MARD, MOH, MOIT, selected sub-national governments, supply chain members, consumers, civil society organizations and the media to: develop and strengthen the relationships with and enhance the capacity of direct project beneficiaries; ensure that the project is implemented following DFATD's approach to Results-based Management (RBM); 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; and work collaboratively with Vietnamese partners, experts and other project to promote coordination, coherence and synergies among them. Refer to Annex B of the Terms of Reference – Specific Mandate of the Consultant for further details.

4.3 Project Governance

The Project Steering Committee (PSC) will be responsible for providing strategic oversight for the project, and ensuring it remains consistent with national priorities; reviewing and recommending for approval the Project Implementation Plan, annual work plans, and annual progress reports; monitoring progress made towards expected results; and meeting, as required, to ensure smooth implementation of the project, and to address specific complaints, problems, or obstacles to implementation. It will be co-chaired by DFATD and MARD and will meet once a year, and on an as-needed basis. Membership will include the Consultant,

¹³ DFATD Strategic Paper on Governance as a Cross-Cutting theme can be found at: http://www.international.gc.ca/development-developpement/priorities-priorites/strategic_papers-documents_strategiques.aspx?lang=eng#part3

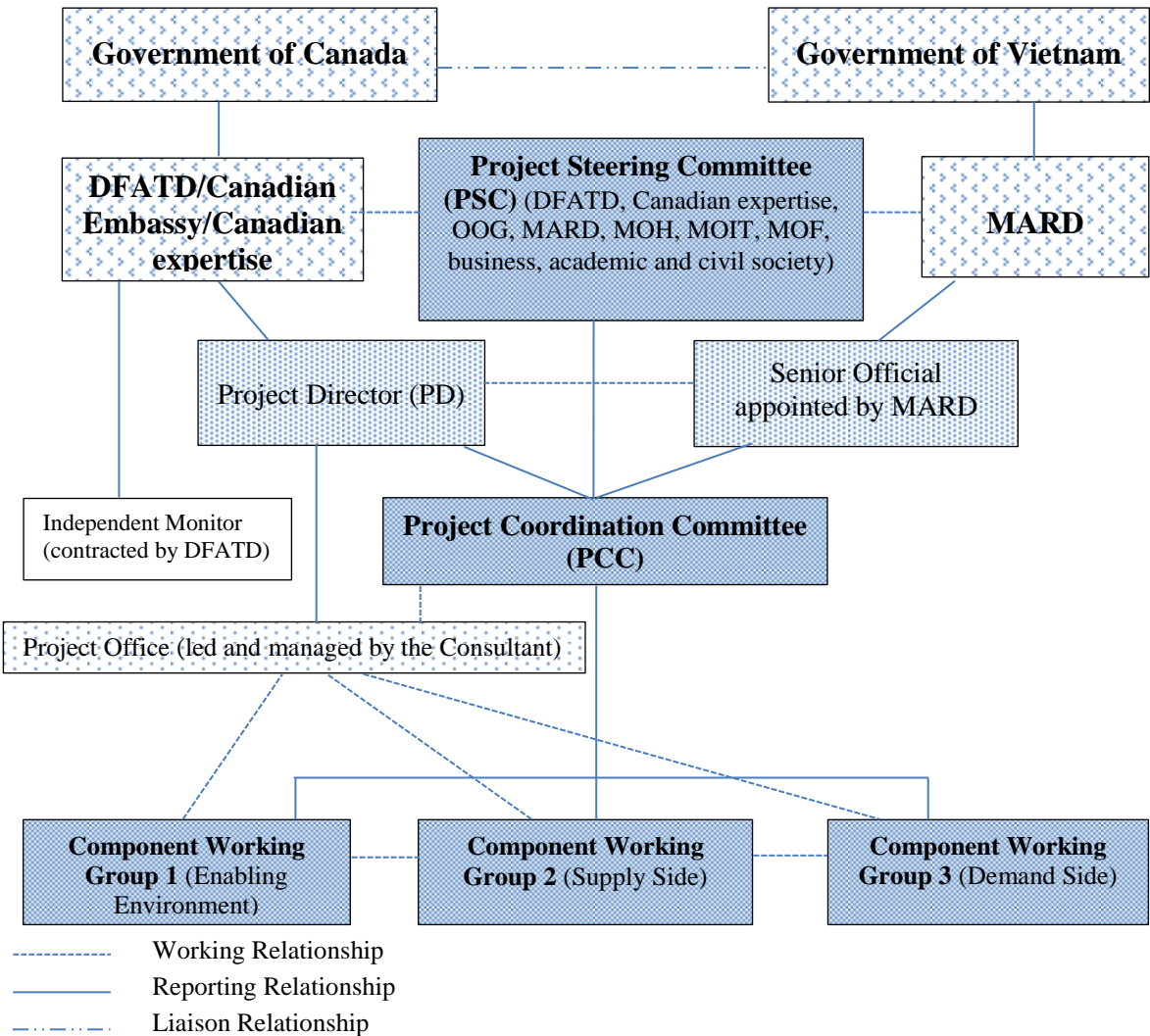
which will play a secretariat function¹⁴, the other two partner Vietnamese Ministries (MOH and MOIT), OOG, Ministry of Finance, local government, representatives from both the supply and the demand side of the value chain (e.g., supply chain groups/businesses, consumers groups and media agencies) and academia. The PSC will oversee implementation of the project by the Consultant and its Vietnamese counterparts.

The Project Coordination Committee (PCC) aims to improve coordination among Vietnamese partners, particularly the three key Ministries (MARD, MOIT and MOH). The purpose of the PCC is to ensure project coordination, collaboration and participation of all project partners. The frequent meetings are required to ensure that all key project participants are fully informed of and can therefore engage in project activities. It is not a project management committee and does not have any project management responsibilities. The responsibilities of the PCC will include: provide collaborative and coordinated guidance and advice on the implementation of the project to the Project Director (PD); provide direction with the preparation of the PIP, annual work plans and semi-annual progress reports and present, through the PD, to the PSC; ensure the project is following DFATD’s approach to Results-based Management; ensure the project is following approved work plans; identify and report, through the PD and the MARD-appointed senior official, to DFATD/PSC any contextual issues that may put the achievement of expected results at risk; ensure the integration of gender equality principles and environmental sustainability considerations throughout the project; and ensure dissemination of best practices, lessons learned, and project results to relevant stakeholders. Working on an operational and technical level, the PCC will meet quarterly, and on an as needed basis to assist the Consultant in project direction as well as to identify contextual changes as they arise in order for project management to address in a timely manner. The PCC will be co-chaired by the PD and the MARD-appointed senior official with participation of representatives from MOH, MARD, MOIT, the Consultant’s specialists, and one representative from each Component Working Group (CWG).

One Component Working Group (CWG) will be established by the Consultant, in collaboration with their counter-part at MARD, for each of the three project components (enabling environment; supply side; demand side). Their aim is to address specific issues related to their respective component. Each component working group will have members representing the main stakeholders of the component.

The composition of the PSC, PCC and CWGs will be finalized during the inception phase.

4.4 Governance Structure of the Project



¹⁴ The Role of the Consultant under the different committees is described in Annex B under section 4.

5. Monitoring and Evaluation:

An independent monitor will be contracted by DFATD to monitor progress towards expected results. Mid-term and final evaluations may be considered for this project if deemed necessary.

6. Risks:

6.1. Language/cultural difference related risk

Due to language and cultural differences between the Consultant and their Vietnamese counterparts, there is a risk that the various views of the different stakeholders regarding work plans' activities, priorities, objectives of expected results, etc. may differ, be subject to misinterpretation and result in project delays. In order to mitigate this risk project documentation must be clear in both languages (Vietnamese and English) and an adequate budget must be allocated to ensure quality interpretation and translation services for all key meetings and project work.

6.2. GoV resource commitment risk

The GoV will be actively involved in the project and required to devote considerable resources (in terms of personnel) during specific parts of the project. Sometimes these resources will be required for considerable amounts of time. During the project's life there could, for example, be a food safety emergency requiring a temporary shifting of GoV resources away from the originally planned activities, including some that could be time sensitive, in order to achieve the desired outputs. In order to mitigate this risk, annual work plans will need to be sufficiently flexible to adapt to changes, including reductions in resources and/or slowdown in planned implementation time frames.

6.3. Change in project context risk

SAFEGRO is a multifaceted and complex project to be undertaken over several years. During the project's life there could be significant changes in the context that make the initial objectives and/or strategies less relevant. Changes in government, food borne disease emergencies, natural disasters, and economic pressures are all examples of occurrences that could influence the context under which SAFEGRO is being implemented. To mitigate this risk the Consultant will be continuously observing the context within which the project is operating and will alert DFATD and the project partners to any significant changes that might affect project outcomes. In addition, if necessary, DFATD has made provision for an independent mid-term evaluation that will provide the basis for an in-depth review of the project in order to ensure its continued relevance during its second half.

6.4. Sustainability risk

The overall success of SAFEGRO will depend upon the long-term sustainability of the outcomes once the project ends. Given that the overall objective is to improve the ability of the Vietnamese population to access a safe food supply and to assist domestic food producers to this end, the importance of post-project sustainability cannot be overstated. A significant risk is that some project results may not be sustainable once the project ends. Consequently, in order to mitigate this risk, during the inception phase and PIP preparation, the Consultant will assess its proposed activities in terms of their probable ongoing costs, both in human and financial resources, and assess their sustainability along with the development of a strategy and commitments from appropriate stakeholders to maintain results once the project ends.

6.5. Climate change risk

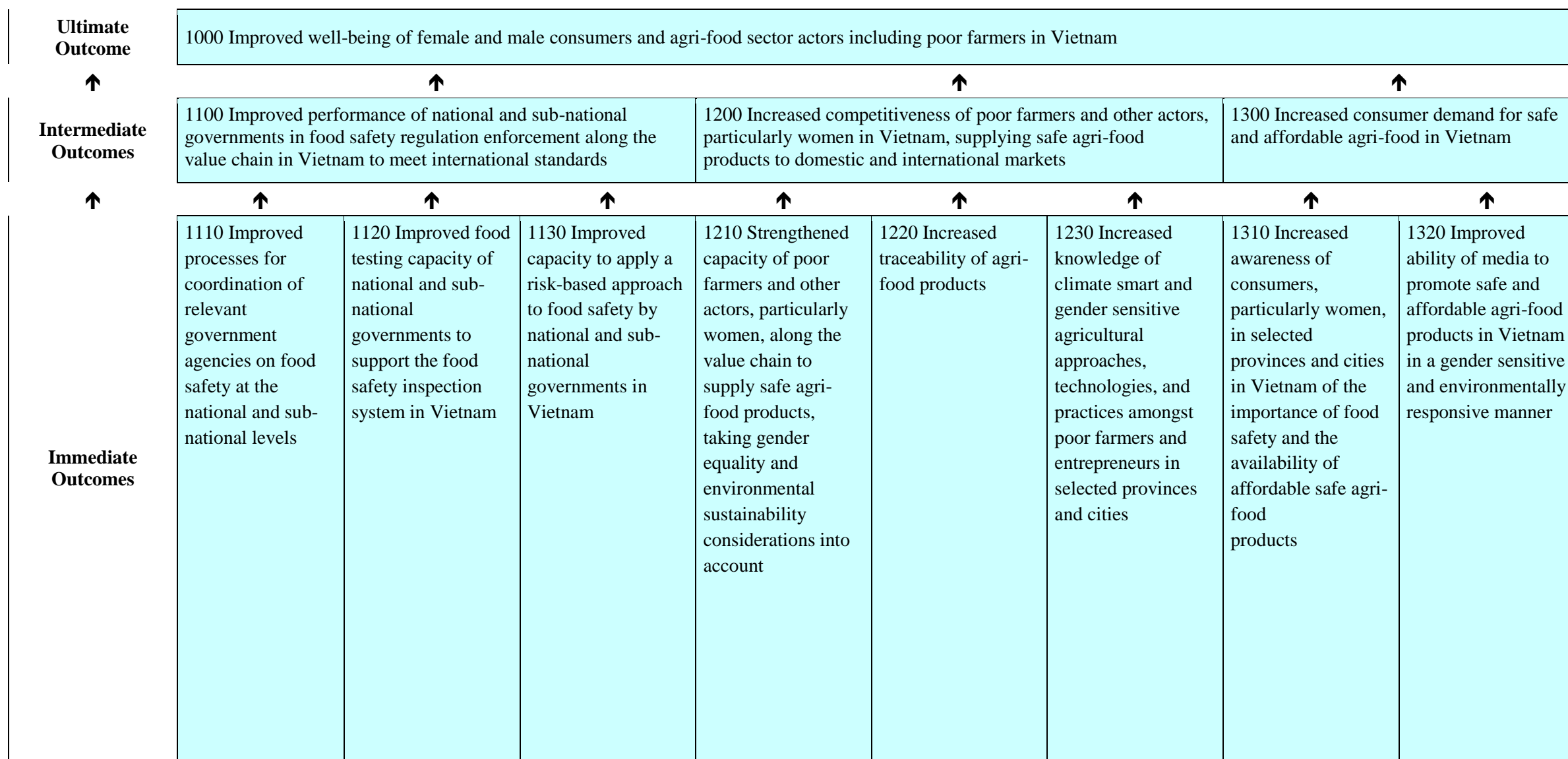
Climate changes such as an increase in temperature and variability of precipitation pattern as well as extreme weather events may threaten the quality and safety of foods as well as altering the economics of production. Taking this into account is important to meet the objectives of SAFEGRO. To mitigate the effect of climate change and, hopefully, build climate resilience, the Consultant will be promoting climate smart agriculture practices in production and will take into account environmental considerations throughout the value chains.

7. Constraints:

- Ineffective coordination of food safety across national ministries is a major challenge. This must be addressed before substantial gains can be made to ensure safe food is being provided to domestic and international consumers.
- The lack of a holistic approach to addressing food safety issues in Vietnam across the value chain would hinder the GoV's responsibility for providing an enabling environment to the private sector (supply side), and consumers (demand side).
- There is an immediate need for rigorous government surveillance, inspection and enforcement of regulations. As important as it is to formulate good production practices, their implementation may not be sustainable without such a system. As well, it will not be easy to construct private market mechanisms to ensure food safety in Vietnam without these conditions.
- Any proposed activities have to undergo an economic analysis to determine the cost-benefit of the proposal for the stakeholders as well as the likelihood of its successful implementation and sustainability. Proposals that encourage private entrepreneurship and provide opportunities for it to

flourish have a better chance of success than those that rely solely on government intervention or regulation.

APPENDIX 1 – LOGIC MODEL



↑	↑	↑	↑	↑	↑	↑	↑	↑
Outputs	1111 Technical assistance including gender integration support provided to relevant government agencies at the national and sub-national level to improve the development and implementation of the Food Safety Policy Framework (Law, decrees and other regulations as well as the Food Safety Strategy) in a coordinated and participatory manner	1121 National reference laboratory and laboratory management information system established	1131 Technical assistance provided to establish the risk assessment coordination network at the Vietnam Food Administration (VFA)	1211 Technical assistance provided to producers including poor farmers, local collectors, traders, processors, distributors and transporters, particularly women, on best agricultural and management practices that are environmentally sustainable and climate sensitive	1221 Registration of producer associations facilitated during the agricultural census	1231 The use of environmentally sustainable, climate smart agricultural and gender sensitive technologies by male and female producers including poor farmers promoted	1311 Logistical and technical support provided to civil society organizations, particularly consumer and women's groups to develop social media tools for sharing information on food safety and availability of safe and affordable agri-food products	1321 Assistance provided to the media to communicate gender sensitive and environmentally responsive messaging on food safety and availability of affordable safe agri-food products in a well-informed manner
	1112 Technical assistance provided to the relevant government agencies at the national and sub-national level to develop a comprehensive, transparent and reliable monitoring and reporting	1122 Training in sampling techniques developed and delivered to a team of trainers of inspectors 1123 Training provided to lab technicians on the calibration of lab equipment and the proper conduct for measurement 1124 The use of certified field-based rapid test kits by inspectors piloted 1125 Pilot mini-labs established at selected wholesale markets	1132 Mechanism established to allow the production of an annual report on the state of food safety in Vietnam including environmental and gender considerations 1133 Technical assistance provided to selected academic or research institutions on food safety risk assessment 1134 Technical assistance provided to relevant national and sub-national government	1212 Technical assistance provided to producers including poor farmers, local collectors, traders, processors and distributors, particularly women, on improved preservation of safe food through innovative packaging, transportation and storage techniques that are energy efficient and	1222 Technical assistance provided to relevant government agencies on the design and implementation of traceability and recall procedures for selected food products and selected supply chains	1232 Linkages made between supply chain stakeholders, particularly women, to facilitate access to Canadian technologies and best practices 1233 Linkages made between supply chain stakeholders and funding for entrepreneurial innovation, particularly for women	1312 Gender sensitive educational material on key aspects of food safety that is specifically designed for various age groups provided and disseminated to educational institutions 1313 Catering services encouraged in industrial zones to purchase and supply safe and affordable agri-food products	1322 Policy dialogue on food safety with the media carried out 1323 Logistical and technical support provided to MOH to improve their public communications regarding food safety issues in an environmentally responsive and gender sensitive manner

platform for food safety information including disseminating the information to stakeholders		agencies to use the results of the risk assessment to improve risk management and communications	<p>environmentally sound</p> <p>1213 Technical assistance provided to MARD and MOIT to improve hygiene and safety at wholesale and retail markets</p> <p>1214 Technical assistance provided to producers including poor farmers, local collectors, traders, processors,, distributors and exporters, particularly women on the application of HACCP and international food safety standards</p> <p>1215 Logistical and technical support provided to producer groups including those of poor female farmers to investigate opportunities to take advantage of economies of scale to compete more</p>				
--	--	--	--	--	--	--	--

			effectively in the market place in a manner that is environmentally sustainable				
--	--	--	---	--	--	--	--

Annex B – Specific Mandate of the Consultant

Terms of Reference (TOR)

1. Title: Safe Food for Growth (SAFEGRO)

2. Objective

The Consultant must implement and manage the project towards the attainment of the project’s expected results as described in Annex A – Project Description.

3. Description of Services to be provided

3.1. Provision of professional services

The Consultant must:

- Source and deploy high quality professional, organizational and institutional resources to provide the technical assistance services required for the implementation of the project, in accordance with the approved work plans. The Consultant is expected to make every effort to maximize the use of Vietnamese resources, where qualified and available. Where Canadian or technical experts of other nationalities are used, every effort should be made to ensure that skills and knowledge are transferred to build the capacity of Vietnamese counterparts. The Consultant is expected to evaluate the performance of contracted expertise to ensure that professional standards are met;
- Ensure all personnel will adopt and promote: (i) managing for results; (ii) inclusive participation; (iii) greening of operations; (iv) good governance; (v) gender equality & women’s empowerment; and (vi) environmental sustainability, as fundamental project principles;
- Provide qualified professional resources to ensure the integration of gender equality and empowerment of women in project management as well as in project activities, outputs, and outcomes;
- Provide qualified professional resources to ensure the integration of governance, and environmental sustainability in project activities, outputs, and outcomes;
- Procure equipment in support of project activities, including but not limited to:
 - Rapid test kits;
 - Traceability tags/markers, etc. (for conducting trials on various traceability systems);
 - Types of food packaging materials for conducting trials;
 - All other materials/equipment identified throughout the life of the project, as approved by DFATD.
- Procure equipment on behalf of the Recipient Country including but not limited to:
 - Computer software (for a laboratory management information system);
 - Essential laboratory analytical equipment (deemed to be not currently available in Vietnam government laboratories);
 - Rapid testing equipment (conduct of food samples in a mobile laboratory); and
 - All other materials/equipment identified throughout the life of the project, as approved by DFATD.

3.1.1. Essential Personnel

The Consultant must provide one (1) qualified individual for the following positions:

3.1.1.1 Project Director based in Hanoi, Vietnam

The Project Director (PD) will be based in Hanoi, Vietnam and is responsible for the overall management and leadership of the project, management of the Project Team in Vietnam (Consultant’s personnel and sub-contractors) and the administration of all of the project’s resources (human, financial and material) managed from the field. The PD will represent the Consultant at the highest level and will oversee the strategic direction for the project. The PD will collaborate and coordinate with the Local Project Manager (LPM) on overall project implementation. This is a full-time position.

Specific responsibilities include, but are not limited to, the following:

- A. Providing strategic direction, managerial and administrative services towards the project. This includes:
 - a. Providing management and oversight for activities conducted in the field including planning, implementation, and monitoring activities;

- b. Ensuring the quality and integrity of the activities implemented by the Project personnel;
 - c. Ensuring the overall application of the DFATD's Results-based Management, Monitoring and Evaluation approach for the project, including the explicit achievement of gender equality and women's empowerment results;
 - d. Ensuring the effective monitoring of progress and results as per the Performance Measurement Framework (PMF);
 - e. Overseeing the work of project personnel in order to achieve expected project results;
 - f. Overseeing the sourcing and contracting of all necessary expertise for project implementation and developing and maintaining a network of experts;
 - g. Managing and supervising project personnel;
 - h. Ensuring effective knowledge sharing including the identification and effective dissemination of Project successes, innovations, best practices and lessons learned;
 - i. Anticipating and identifying risks and issues and addressing them in a timely and effective manner;
 - j. Overseeing all project financial transactions ensuring effective and transparent financial practices, procedures and reporting;
 - k. Reviewing, authorizing and delivering all project reports and plans to DFATD as per the reporting requirements found in Section 9 – Reporting Requirements; and
 - l. Overseeing the procurement of goods and services under the project.
- B. Developing an effective relationship with DFATD's Development Section of the Canadian Embassy in Vietnam. This includes:
- a. Communicating with the Technical Authority on a regular basis as required for the successful implementation of the project;
 - b. Providing the Technical Authority with important information and intelligence related to all matters of project activities, administration, results achievement, financial accountability, and budget control as required.
- C. Developing and maintaining an effective working relationship with key Vietnamese entities involved in the Project: MARD, MoH, MOIT, sub-national governments as well as other stakeholders. This includes:
- a. Communicating regularly with the MARD-appointed senior official and involving him/her during each Annual Work Plan (AWP) development and implementation process and through the Project Coordination Committees;
 - b. Providing continuous communication and coordination with national and sub-national government entities to stimulate their on-going collaborative participation and commitment to the project;
 - c. Ensuring project activities are focused on building the Vietnamese authorities' capacity to sustain the Project's expected results during and beyond the project life;
 - d. Providing senior level technical and project management advice to national and sub-national government entities, and other stakeholder, as required;
 - e. Identifying other stakeholders for achieving project results; and
 - f. Analyzing and presenting the project results to DFATD and stakeholders, as required.
- D. Supporting and participating in the project's committees.

3.1.1.2 Local Project Manager based in Hanoi, Vietnam

The Local Project Manager (LPM) will be based in Hanoi, Vietnam and will have the day-to-day administrative management responsibility for the project. The LPM will report to the Project Director (PD) based in Hanoi. This is a full-time position.

Specific responsibilities include, but are not limited to, the following:

- A. Working with the PD to oversee and manage project personnel and operations;
- B. Supporting the PD in the development of the Project Implementation Plan (PIP), PMF, AWP's and Reports;
- C. Supporting the PD in the effective coordination, implementation and monitoring of approved project activities;
- D. Supporting the PD in the timely and accurate preparation of progress reports Results-based Management approaches;
- E. Supporting the PD in the monitoring of project activities to ensure that they are implemented according to the work plans, on time and within the budget;
- F. Providing logistical support to project personnel; and
- G. Supporting the PD with procurement activities.

3.1.1.3 Food Safety/Risk Assessment Specialist

The Food Safety/Risk Assessment Specialist will be based in Canada but will report to the Project Director based in Hanoi. This is a part-time position requiring occasional travel to and within Vietnam as required.

Specific responsibilities include, but are not limited to, the following:

- A. Providing technical input in the development of the PIP, the PMF, the risk register, AWP, and semi-annual and annual reports;
- B. Working with key Vietnamese entities involved in the Project to assess national capacity in risk assessment and advise on setting up a national risk assessment network;
- C. Working with key Vietnamese entities involved in the Project to develop guidance on the implementation of an assessment for both qualitative and quantitative food safety risks;
- D. Supporting key Vietnamese entities involved in the Project in developing training materials, guidance manuals and other technical documents specifically related to science-based and risk-based approaches to food safety decision-making;
- E. Planning and conducting training workshops on the concepts of hazards, risks, exposure assessment in risk analysis, and food standard setting;
- F. Designing and overseeing initiatives aimed at generating data to inform the elaboration of scientific advice to support the implementation of a risk-based approach to food safety management by the Vietnamese Project stakeholders; and
- G. Performing other related duties as required.

Language Requirement

The Project Director and the Food Safety/Risk Assessment Specialist must possess the following levels in English:

Oral = 4 – Advanced Professional Proficiency

Reading = 4 – Advanced Professional Proficiency

Writing = 4 – Advanced Professional Proficiency

The Local Project Manager must possess the following levels in English:

Oral = 4 – Advanced Professional Proficiency

Reading = 4 – Advanced Professional Proficiency

Writing = 3 – General Professional Proficiency

The description associated with the language requirement can be found at the following website:

http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng

3.1.2 Personnel to be identified after contract signature

The Consultant must identify and present the Curriculum Vitae of one (1) individual proposed for each of the following positions within a three-month period after Contract signature for DFATD's approval in accordance with General Condition of Contract (GCC) 2.4.4.

3.1.2.1 Project Coordinator based in Canada

The Project Coordinator (PC) will be based in Canada and will be the representative of the Consultant in Canada. Working closely with the Project Director based in Hanoi, the PC will be responsible for the administration of the project. The PC will report to the Project Director, but will liaise as needed with DFATD Technical Authority based in Vietnam or with Ottawa DFATD staff as required. This is a part-time position.

Specific responsibilities include, but are not limited to, the following:

- A. Providing administrative and technical support services for the project;
- B. Providing technical support to the PD in the overall application of the DFATD's Results-based Management, Monitoring and Evaluation approach for the project;
- C. Identifying and recommending to the PD Canadian project personnel and key specialists for the PD's congruence, and coordinating the deployment of long-term and short-term personnel in the field when required;
- D. Ensuring effective and transparent financial practices, procedures and reporting;
- E. Reviewing and providing inputs to the PD on all project reports and plans to DFATD as per the reporting requirements found in Section 9 – Reporting Requirements.

The Project Coordinator must have the following minimum qualifications and experience for this position:

- i) Undergraduate degree (i.e. University bachelor's degree) in a relevant discipline such as project management, administration or accounting;

- ii) Level 4 – Advanced Professional Proficiency in English (oral, reading and writing);
- iii) 36 months of professional experience as a project coordinator carrying out functions such as: administrative and technical support services; overall application of performance-based management procedures, including RBM, in projects; sourcing of personnel and coordinating their deployment abroad as required; management/supervision and support of professional personnel working directly on projects; financial practices, reporting and forecasting; revision of work plans, reports, budgets and financial reporting; maintenance of project files.

3.1.2.2 Value Chain Specialist

The Value Chain Specialist will be based in Canada but will report to the Project Director based in Hanoi. This is a part-time position requiring significant travel to Vietnam.

Specific responsibilities include, but are not limited to, the following:

- A. Providing input in the development of the PIP, the PMF, AWP, and semi-annual and annual reports for the following Project outputs: 1111, 1112, 1131, 1211, 1213, 1214, 1215, 1222, 1232, and 1233;
- B. Providing technical input and advice to the Local Food Safety Specialist to complete and implement the following Project outputs: 1111, 1112, 1131, 1211, 1213, 1214, 1215, 1222, 1232, and 1233;
- C. Performing the necessary analysis of selected Vietnamese agri-food value chains as well as of constraints and opportunities related to agribusiness investment options with emphasis on the functionality of markets, support services, trade policies, market institutions and organizations, risk management systems, food safety control systems and private sector engagement;
- D. Advising on, design and deliver capacity development activities in collaboration with both private and public stakeholders in the areas of agribusiness, marketing and food value chain development;
- E. Working with the Local Food Safety Specialist in making representations to the appropriate Vietnamese government authorities on any policy or operational changes needed to complete and implement the following Project outputs: 1111, 1112, 1131, 1211, 1213, 1214, 1215, 1222, 1232, and 1233;
- F. Developing and documenting any written material required (guidance, policy, etc.);
- G. Discussing and explaining value chain issues with the Vietnamese stakeholders including the general public in both rural and urban areas or specific target groups such as government officials, academia, private industry, with various education levels, and both adults and children; and
- H. Performing other related duties as required.

The Value Chain Specialist must have the following minimum qualifications and experience for this position:

- i) Undergraduate degree (i.e. University bachelor's degree) in a relevant discipline such as: agricultural production, food science, animal or plant health, marketing, agricultural economics or business administration;
- ii) Level 4 – Advanced Professional Proficiency in English (oral, reading and writing);
- iii) 60 months of professional experience related to the management of the various components of the food production and distribution value chain at an operational level (such as working for or directly with private industry).

Note: Preference should be given to candidates who possess knowledge of the main agri-food value chains (pork, chicken, vegetable and fruit) from primary production through to retail sale.

3.1.2.3 Regulation and Policy Specialist

The Regulation and Policy Specialist will be based in Canada but will report to the Project Director based in Hanoi. This is a part-time position requiring significant travel to Vietnam.

Specific responsibilities include, but are not limited to, the following:

- A. Providing input with respect to relevant internationally accepted standards, regulations and policy in the development of the PIP, the PMF, AWP, and semi-annual and annual reports for the following Project outputs: 1111, 1112, 1124, 1125, 1131, 1132, 1134, 1213, 1214, 1221, 1222, 1321, 1322 and 1323;
- B. Providing technical input to the Local Regulatory and Policy Specialist to help assess the impact on existing Vietnamese national regulations and policy of any required regulatory policy modifications or development needed to complete and implement the following Project outputs: 1125, 1131, 1213, 1214, 1221, 1321, 1322, and 1323;

- C. Developing and documenting suggested regulations or policies needed to complete and implement the following Project outputs: 1111, 1112, 1124, 1125, 1131, 1132, 1134, 1213, 1214, 1221, 1222, 1321, 1322, 1323, and working with the Local Regulation and Policy Specialist in making representations to the appropriate Vietnamese government authorities in order to have the regulations and policies adopted at the national level;
- D. Discussing and explaining proposed regulatory and policy changes with the Vietnamese stakeholders including the general public in both rural and urban areas or specific target groups such as government officials, academia, private industry, with various education levels, and both adults and children; and
- E. Performing other related duties as required.

The Regulation and Policy Specialist must have the following minimum qualifications and experience for this position:

- i) Undergraduate degree (i.e. University bachelor's degree) in a relevant discipline such as: agricultural production, food science, animal or plant health science, administration, or law;
- ii) Level 4 – Advanced Professional Proficiency in English (oral, reading and writing);
- iii) 60 months of combined professional experience in:
 - (a) governmental regulation and policy development procedures in the context of food safety, agricultural production or public health related to food;
 - (b) providing advice and making recommendations regarding the most appropriate and effective means to communicate regulatory and policy information to target audiences; and
 - (c) contributing to the development of communication plans appropriate for regulatory and policy changes.

Note: Preference should be given to candidates who possess knowledge of internationally recognized food safety, agricultural production and plant and animal health standards and policies such as Codex, OIE, FAO, WHO, etc.

3.1.2.4 Business Administration Specialist

The Business Administration Specialist will be based in Canada but will report to the Project Director based in Hanoi. This is a part-time position requiring occasional travel to Vietnam.

Specific responsibilities include, but are not limited to, the following:

- A. Providing input in the development of the PIP the PMF, AWP, and semi-annual and annual reports for the following Project outputs: 1133 and 1232;
- B. Providing technical input to the Food Safety/Risk Assessment Specialist, the Local Food Safety Specialist and the Local Gender Equality Advisor on the business administration issues needed to complete and implement the following Project outputs: 1133 and 1232 as well as other Outputs where detailed knowledge of Canadian business practices becomes necessary;
- C. Organizing technical cooperation amongst Vietnamese and Canadian agri-business relevant to the achievement of outputs 1133 and 1232. This could include incoming technical missions to Canada for Vietnamese stakeholders;
- D. Providing a business administration perspective of selected Vietnamese agri-food value chains as well as constraints and opportunities related to agribusiness investment options with emphasis on the functionality of markets, support services, trade policies, market institutions and organizations, risk management systems, food safety control systems and private sector engagement for outputs 1133 and 1232;
- E. Providing a business administration perspective on capacity development activities in collaboration with both private and public stakeholders in the areas of agribusiness, marketing and food value chain development with an emphasis on opportunities for women for output 1232; and
- F. Performing other related duties as required.

The Business Administration Specialist must have the following minimum qualifications and experience for this position:

- i) Undergraduate degree (i.e. University bachelor's degree) in a relevant discipline such as: agricultural production, agricultural economics, marketing, finance or business administration;
- ii) Level 4 – Advanced Professional Proficiency in English (oral, reading and writing);
- iii) 60 months of professional experience in business administration of the various components of the food production and distribution value chain at an operational level (such as working for or directly with private industry).

Note: Preference should be given to candidates who possess knowledge of the main agri-food value chains (pork, chicken, vegetable and fruit) from primary production through to retail sale.

3.1.2.5 Local Food Safety Specialist

The Local Food Safety Specialist may be based either in Hanoi or Ho Chi Minh City and will report to the Project Director based in Hanoi. This is a full-time position.

Specific responsibilities include, without being limited to:

- A. Providing technical input into the development of the PIP, the PMF, the risk register, AWP, and semi-annual and annual reports;
- B. In relation to the highly specific project outputs, as identified in the Logic Model (Appendix 1 to Annex A) where food safety risk assessment and detailed value chain analysis is required, working with the Food Safety/Risk Assessment Specialist and Value Chain specialists to:
 - a. assess Vietnam's national capacity in risk assessment and advise on setting up a national risk assessment network;
 - b. develop guidance on the implementation of an assessment for both qualitative and quantitative food safety risks;
 - c. develop training materials, guidance manuals and other technical documents specifically related to science-based and risk-based approaches to food safety decision-making;
 - d. plan and conduct training workshops on the concepts of hazards, risks, exposure assessment in risk analysis and food standard setting;
 - e. design and oversee initiatives aimed at generating data to inform the elaboration of scientific advice to support the implementation of a risk-based approach to food safety management by the Vietnamese Project stakeholders;
 - f. perform the analysis of selected Vietnamese agri-food value chains as well as constraints and opportunities related to agribusiness investment options with emphasis on the functionality of markets, support services, trade policies, market institutions and organizations, risk management systems, food safety control systems and private sector engagement;
 - g. advise on, design and deliver capacity development activities in collaboration with both private and public stakeholders in the areas of agribusiness, marketing and food value chain development.
- C. Performing other related duties as required.

The Local Food Safety Specialist must have the following minimum qualifications and experience for this position:

- i) Undergraduate degree (i.e. University bachelor's degree) in a relevant discipline such as: food science, veterinary science, agricultural production, animal husbandry, epidemiology and food microbiology;
- ii) Level 4 – Advanced Professional Proficiency in English in oral, and reading and level 3 – General Professional Proficiency in writing;
- iii) Level 4 – Advanced Professional Proficiency in Vietnamese (oral, reading and writing);
- iv) 60 months of professional experience in the field of food safety/risk assessment in the various components of the food production and distribution value chain, at an operational level (such as working for or directly with private industry).

Note: Preference should be given to candidates who possess knowledge and experience in food safety, risk assessment and the Vietnamese agri-food value chain.

3.1.2.6 Local Gender Equality Advisor

The Local Gender Equality (GE) Advisor will be based in Hanoi, Vietnam. Reporting directly to the PD, the GE Advisor will be working closely with the Consultant's Personnel and relevant Vietnamese stakeholders providing expert advice on all matters pertaining to the integration of gender equality and women's empowerment principles and considerations in the project. This is a part-time position.

Among other responsibilities, the Local GE Advisor will provide input to the required reports and plans as per the project reporting requirements found in Section 9 – Reporting Requirements.

Specific responsibilities include, without being limited to:

- A. Providing technical and professional advice to the Consultant's personnel and relevant stakeholders on matters related to integrating gender equality and women's empowerment principles and in identifying methods to mainstream them in the planning, implementation and monitoring of project activities;
- B. Ensuring the integration of gender equality and women's empowerment in project results;
- C. Providing input to the preparation of the project key documents: PIP, PMF, AWP and Reports;
- D. Preparing the Gender Equality and Women's Empowerment Strategy;

- E. Providing input to the design and implementation of activities for project stakeholders in the GoV, the private sector and civil society on how women's empowerment and gender equality considerations can be mainstreamed within their work;
- F. Participating in and/or facilitating dialogues, consultations and national and sub-national networks, including the private sector and civil society, and coordinating collaborative efforts to improve gender equality and women's empowerment integration; and
- G. Performing other related duties as required.

The Gender Equality (GE) Advisor must have the following minimum qualifications:

- i) Undergraduate degree (i.e. University bachelor's degree) in a relevant discipline such as: gender studies or any other social sciences discipline;
- ii) Level 4 – Advanced Professional Proficiency in English in oral, and reading and level 3 – General Professional Proficiency in writing;
- iii) Level 4 – Advanced Professional Proficiency in Vietnamese (oral, reading and writing);
- iv) 84 months of experience providing professional services in the area of gender equality, with responsibilities such as: carrying out research, analysis, consultations, provision of policy advice and delivery of technical assistance in relation to gender issues, equality between men and women or women's empowerment, and integration of gender equality in project implementation.

3.1.2.7 Local Environment Advisor

The Local Environment Advisor will be based in Hanoi, Vietnam. Reporting directly to the PD, the Local Environment Advisor will be working closely with the Consultant's Personnel and relevant Vietnamese stakeholders providing expert advice on all matters pertaining to environmental sustainability considerations in the project. This is a part-time position.

Among other responsibilities, the Local Environment Advisor will provide input to the required reports and plans as per the project reporting requirements found in Section 9 – Reporting Requirements.

Specific responsibilities include, without being limited to:

- A. Providing technical and professional advice to the Consultant's personnel and relevant stakeholders on the inclusion of environmental sustainability considerations and in identifying methods to mainstream environmental best practices, including climate change adaptations in the planning, implementation and monitoring of project activities and results;
- B. Providing input to the preparation of the project key documents: PIP, PMF, AWP and Reports;
- C. Prepare the Environmental Analysis;
- D. Providing input to the design and implementation of activities for project stakeholders in the GoV, the private sector and civil society on how environmental sustainability and climate change adaptation can be mainstreamed within their work;
- E. Participating in and/or facilitating dialogues, consultations and national and sub-national networks, including the private sector and civil society, and coordinating collaborative efforts to improve environmental sustainability consideration integration; and
- F. Performing other related duties as required.

The Local Environment Advisor must have the following minimum qualifications:

- i) Undergraduate degree (i.e. University bachelor's degree) in environment related studies or any other social sciences discipline;
- ii) Level 4 – Advanced Professional Proficiency in English in oral, and reading and level 3 – General Professional Proficiency in writing;
- iii) Level 4 – Advanced Professional Proficiency in Vietnamese (oral, reading and writing);
- iv) 84 months of experience providing professional services in the environment sector, with responsibilities such as: carrying out research, analysis, consultations, provision of policy advice and delivery of technical assistance in relation to environmental issues, the promotion of a sustainable natural resources management, climate smart agriculture, integration of environmental sustainability in project implementation or capacity building of Ministries, organizations or the private sector to be environmentally responsible.

3.1.2.8 Local Communication Officer

The Local Communication Officer will be based in Hanoi and will report to the Project Director based in Hanoi. This is a part-time position.

Specific responsibilities include, without being limited to:

- A. Providing technical input in the development of the PIP, the PMF, the risk register, AWP, and semi-annual and annual reports;
- B. Developing and working with project partners to implement a communication strategy for the project in general and providing detailed communications inputs in relation to specific project outputs as identified in the Logic Model (Appendix 1 of the Project Description) when required;
- C. Providing technical support to civil society organizations, particularly consumer and women's groups to develop social media tools for sharing information on food safety and availability of safe and affordable agri-food products;
- D. Developing gender sensitive educational material on key aspects of food safety that is specifically designed for various age groups and disseminated to educational institutions;
- E. Providing technical assistance to the media to communicate gender sensitive and environmentally responsive messaging on food safety and availability of affordable safe agri-food products in a well-informed manner;
- F. Providing technical assistance to MOH to improve their public communications regarding food safety issues in an gender sensitive and environmentally responsive manner;
- G. Preparing newsletters, press releases and communication briefs for project visibility and information dissemination, as required¹⁵;
- H. Documenting good practices, success stories and innovative methodologies implemented within the project;
- I. Administering and regularly proposing improvement on the project website and/or social media page; and
- J. Performing other related duties as required.

The Local Communication Officer must have the following minimum qualifications:

- i) Undergraduate degree (i.e. University bachelor's degree) in a relevant discipline such as: communication, business communication, journalism, speech communication, technical communication across digital, written, and visual platforms;
- ii) Level 4 – Advanced Professional Proficiency in English and in Vietnamese (oral, reading and writing);
- iii) 60 months of combined professional experience in:
 - (a) communicating scientific or technical information to a mass audience, with various education levels and age groups, such as; general public in both rural and urban areas or specific target groups such as government officials, academia, private industry;
 - (b) providing advice and making decisions regarding the most appropriate and effective means to communicate specific information to target audiences;
 - (c) developing communication plans and budgets.

3.1.2.9 Local Regulation and Policy Specialist

The Local Regulation and Policy Specialist will be based in Hanoi. Reporting directly to the PD, the Local Regulation and Policy Specialist will be working closely with the Regulation and Policy Specialist and relevant Vietnamese stakeholders providing expert advice on all matters pertaining to Food safety policy and regulation. This is a part-time position.

Specific responsibilities include, without being limited to:

- A. Providing input with respect to Vietnamese national regulations and policy in the development of the PIP the PMF, AWP, and semi-annual and annual reports for the following Project outputs: 1125, 1131, 1213, 1214, 1221, 1321, 1322, 1323;
- B. Providing technical input with respect to the impact on existing Vietnamese national regulations and policy and any required regulatory policy modifications or development needed to complete and implements the following Project outputs: 1125, 1131, 1213, 1214, 1221, 1321, 1322, 1323;
- C. Developing and documenting required regulations or policies needed to complete and implements the following Project outputs: 1125, 1131, 1213, 1214, 1221, 1321, 1322, 1323 and

¹⁵ Any communication products intended for the general public (Vietnamese and Canadian) must receive the Technical Authority's approval before being disseminated.

making representations to the appropriate Vietnamese government authorities in order to have the regulations and policies adopted at the national level; and

D. Performing other related duties as required.

The Local Regulation and Policy Specialist must have the following minimum qualifications:

- i) Undergraduate degree (i.e. University bachelor's degree) in a relevant discipline such as: agricultural production, food science, animal or plant health science, administration, or law;
- ii) Level 4 – Advanced Professional Proficiency in English in oral, and reading and level 3 – General Professional Proficiency in writing;
- iii) Level 4 – Advanced Professional Proficiency in Vietnamese (oral, reading and writing);
- iv) 60 months of combined professional experience in:
 - (a) governmental regulation and policy development procedures in Vietnam in the context of food safety, agricultural production or public health;
 - (b) communicating regulatory and policy information to a mass audience, with various education levels and age groups, such as; general public in both rural and urban areas or specific target groups such as government officials, academia, private industry;
 - (c) providing advice and making decisions regarding the most appropriate and effective means to communicate regulatory and policy information to target audiences;
 - (d) contributing to the development of communication plans appropriate for regulatory and policy changes.

3.1.2.10 Interpreter

The Interpreter will be based in Hanoi and will report to the Project Director based in Hanoi. This is a full-time position.

Specific responsibilities include, without being limited to:

- A. Providing simultaneous interpretation at all meetings, both general and technical, between Vietnamese stakeholders and non-Vietnamese speaking project personnel, and others involved with the Project. The interpretation will be English to Vietnamese and Vietnamese to English;
- B. Providing suggestions to the Consultant regarding the provision of additional quality interpretation services, if or when required, such as when the Project's personnel are travelling to locations outside of Hanoi when the interpreter cannot be present due to interpretation responsibilities in Hanoi, when multiple consultants are working on different aspects of the Project at the same time or for meetings where continuous simultaneous interpretation is required for periods greater than 40 minutes;
- C. Reviewing translated text for accuracy and organizing translation services; and
- D. Performing other related duties as required.

The Interpreter must have the following minimum qualifications:

- i) A recognized professional qualification in simultaneous interpretation between Vietnamese and English;
- ii) Level 4 – Advanced Professional Proficiency in English and in Vietnamese (oral, reading and writing);
- iii) 60 months of professional experience in providing simultaneous interpretation services between Vietnamese and English at meetings for private sector and/or government officials communicating scientific or technical information to a mass audience, with various education levels and age groups, such as; general public in both rural and urban areas or specific target groups such as government officials, academia, private industry.

3.2. Additional Technical Experts

Many of the 28 project outputs identified in the Logic Model (Appendix 1 of Annex A) are highly technical in nature. As such, a set-aside budget is available for areas of expertise where additional technical experts may be required to meet project needs. This could include, but is not limited to: laboratory management and sample analysis, marketing, business planning and financing, agricultural production technology, commodity trading, and information technology. In addition, it may be necessary to sub-contract, on a short term basis, additional expertise in highly specific areas of food safety, regulation and value chain analysis to complement the knowledge of the core project experts.

Once the additional expertise required is approved by the Technical Authority in the AWP, the Consultant will be responsible for the identification, procurement and management of these technical experts for project implementation and achievement of results. Potential sources of Canadian Technical Expertise could include, but are not limited to: federal or provincial government food safety departments and agencies, Canadian Universities, the private sector, and Canadian Consumer groups.

Additional technical expertise may include, without being limited to, agri-food regulatory issues, trade in agri-food products, laboratory analytical techniques and organizational issues, marketing of agri-food products under different types of retail environments, product traceability throughout the agri-food value chain, and finance for small, medium and large business enterprises, as well as ad-hoc local professionals.

3.3. Project Management

The Consultant will be the overall manager, administrator and coordinator for the project, and coordinate the various resources required to implement the project. The Consultant will be responsible for carrying out the activities required for the financial and operational administration of the project.

The working language of the project is English. All briefings, plans and reports described in Section 9 – Reporting Requirements that the Consultant must provide to DFATD must be in English. Any documents resulting from committees and working groups, as specified below, such as minutes, notes, summary, etc. must be translated in English and provided to DFATD as requested by the Technical Authority.

The Consultant must:

- Establish and manage a fully functional project office in Hanoi that has the appropriate human resources, physical infrastructure (equipment, furniture, etc.) and administrative structure to facilitate the implementation of project activities, and to promote coordination with national institutions, sub-national level organizations and other stakeholders as appropriate and required. As per Vietnamese legislation, the Consultant will only be able to establish the project office, open a banking account and hire personnel after the Project receives formal approval of the PIP;
- Establish and manage one small support office in Ho Chi Minh City to assist with day-to-day project administration, communication, monitoring and logistical needs. The support office will be kept to a minimum in terms of appropriate size and the number of staff required in order to not create parallel structures to government. The role of the office is to facilitate the implementation of project activities, acting as contact points/hubs for the coordination of activities that will be delivered in local government offices;
- Identify and subcontract at the appropriate time for the services of a variety of experts, including technical experts to deliver project activities;
- Supervise and monitor the technical experts to ensure that the work performed by them is in accordance with the approved work plans, with a view to achieving the expected outcomes;
- Develop and apply procedures to ensure cost-effective and timely selection, sub-contracting, administration and performance review of appropriate and qualified technical experts to meet the project short and medium-term needs;
- Define and oversee the roles and responsibilities of individuals or firms sub-contracted by the Consultant for any aspect of project work;
- Document evidence-based lessons learned and best practices and share knowledge with national institutions and sub-national level organizations, donors and other stakeholders;
- Work closely with key Vietnamese entities involved in the Project: MARD, MoH, MOIT, sub-national/local governments as well as other stakeholders;
- Further donor coordination efforts and harmonization by consulting and sharing information with other DFATD projects, donors and other stakeholders working in related sectors;
- Develop a network of Vietnamese, Canadian, regional and international resources;
- Integrate gender equality and women's empowerment, governance and environment sustainability into all aspects of the project;
- Provide financial services including administration, disbursement, monitoring and control of DFATD funds. The Consultant must develop and maintain functional and effective systems for the management and control of project expenses and disbursements. The Consultant must maintain records of expenses and disbursements;
- Implement and monitor the project in accordance with the approved PMF and other reporting requirements specified in Section 9 – Reporting Requirements;
- Act as the Secretariat for the Project Steering Committee (PSC) by organizing annual meetings (procedures and minutes) and following-up on PSC decisions and recommendations;
- Produce and submit the reports as specified in Section 9 – Reporting Requirements of these Terms of Reference; and
- Provide or construct temporary structures to house laboratory equipment in the field, move and install equipment and create temporary facilities for small-scale demonstrations, if required and as approved by DFATD.

3.4. Project Implementation

3.4.1. Inception Phase

The project will start with an Inception Phase starting from the signing of the contract with an approximate duration of 4 months. The objective of the Inception Phase is to update and refine the design of the project, whose details must be presented in the PIP.

During this phase the Consultant must:

- Produce an Inception Workplan, including an Inception Mission Plan, as described under Section 9 – Reporting Requirements for approval by DFATD.
- Upon satisfactory completion and approval of the Inception Workplan by DFATD, undertake an Inception Mission to Vietnam to refine the design of the project.

During the Inception Mission the Consultant must:

- Establish relationships with key Vietnamese government ministries involved in the Project: MARD as lead Ministry, MOH, MOIT at the national and sub-national levels, and other project stakeholders.
- In collaboration with key Vietnamese ministries, review and validate the proposed methodology, expected intermediate and immediate outcomes, and outputs (including feasibility of achieving them within the proposed project timeframe) as described in the Logic Model (Appendix 1 of the Project Description).
- Complete the PMF as described in Section 9 – Reporting Requirements. In the PMF, the Consultant must update the outputs that are required to achieve the anticipated outcomes. The Consultant must also develop output indicators and update performance indicators at the immediate, intermediate and ultimate outcome levels. A full analysis of assumptions and risks together with mitigation strategies is expected during the Inception Phase and must be included in the PIP.
- MARD has agreed to provide certain inputs (human and material) required to achieve the project outcomes. The Consultant will validate inputs provided by MARD and other stakeholders if applicable. If some inputs are not provided on time, the Consultant will be responsible to remind the responsible stakeholder and advise the Technical Authority as soon as the fact has become known.
- Confirm the project management structure, specifying the reporting relationships and the roles and responsibilities of key stakeholders.
- Refine the design of the project and produce a PIP, an indicative five-year budget, and the first AWP¹⁶ as described in Section 9 – Reporting Requirements. The resulting design presented in the PIP 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.
- The Consultant will submit the PIP to DFATD in a draft form no later than 105 Days from the signature date of the contract. DFATD will have 7 Days to review the draft and provide comments to the Consultant. The Consultant will revise the draft integrating DFATD's feedback and will submit the revised version to DFATD within 7 Days. Any further revision by either party will be done within 7 Days. The PIP will require endorsement from the GoV prior to receiving DFATD's approval and allow the beginning of the Project Implementation Phase. Therefore the Consultant will make every concerted efforts to produce the PIP in collaboration with the key Vietnamese ministries involved in the Project and other project stakeholders (as deemed necessary by the Consultant).

3.4.2. PIP Approval

- Upon satisfactory revision of the draft by DFATD, the Consultant will produce a formal draft version of the PIP which will be submitted to the PSC for review and endorsement. The Consultant will submit the formal draft of the PIP, in both English and Vietnamese to DFATD, MARD and all PSC members at least 10 Days before the date of the PSC meeting.
- At the PSC meeting, should the GoV request any major changes to the PIP, the Consultant must consult DFATD to determine if the proposed changes are acceptable and assist DFATD with negotiations if required. Should the GoV's proposed changes be deemed acceptable to DFATD, the Consultant will work with DFATD and the GoV to revise the PIP accordingly and submit the revised version within 7 Days after the PSC meeting.
- The Consultant must work with DFATD and the GoV to revise the PIP, as appropriate, with the intention of moving forward with Project Implementation.

¹⁶ For the purpose of these TORs, a project year is defined as April 1st to March 31st. Depending on the month in which the resulting contract will be signed, DFATD may require the Consultant to provide an abbreviated AWP for the remainder of the year (until March 31), along with the first full year AWP.

- After DFATD and the PSC's endorsement of the formal draft PIP, MARD will prepare the documentation necessary to seek formal Project endorsement by the PMV (as per the GoV's Decree 132/2016/ND-CP).
- Given that the PMV will be providing endorsement of the PIP, working with MARD during the Inception Phase is crucial to the success of this Project.
- The Consultant must take into consideration that there will likely be a period during the Inception Phase, within which the PMV will assess the PIP and provide a decision on its endorsement. The exact duration of this period remains unknown, but is estimated at approximately 2 months. This period will not be considered as part of the timelines for DFATD's final approval of the PIP. During this period, the Consultant will not be authorized to provide any services directly related to the Project activities unless specifically authorized by DFATD in writing.
- The Consultant will receive written confirmation from DFATD indicating PIP endorsement by the PMV at which time the final version of the PIP will be approved by DFATD and Project Implementation will begin.

3.4.3. Implementation Phase

3.4.3.1. Production of Outputs

The Consultant must start the implementation of the project based on participatory methods for both activity planning and implementation. During this phase, the Consultant must produce the Outputs that are identified in the Logic Model (Appendix 1 of the Project Description). The outputs, their scope as well as their completion date will have been refined during the Inception Mission and detailed in the PIP.

3.4.3.2. Managing for Results

The Consultant must implement the project using DFATD's Results-based Management policy, guidelines and practices and report on achievement of the Outputs, Immediate and Intermediate outcomes through the semi-annual progress reports described in Section 9 – Reporting Requirements.

The Consultant must provide solutions when problems are detected. In accordance with section 3.14 of the General Conditions of the resulting Contract – Managing for Results – the Consultant must report to DFATD problems that may affect the achievement of the project outcomes. The Consultant must also suggest any measure that may lead more efficiently to the achievement of the project outcomes.

As described in Annex A – Terms of Reference – Project Description, the Consultant will have to work closely with MARD as lead Ministry, MOH, MOIT and other stakeholders.

3.5. Procurement of goods and services

The Consultant must procure goods and services as required for the project in accordance with the approved procurement plan described in Section 9 – Reporting Requirements.

The Consultant must carry out procurement activities adhering to the principles described in General Condition of the Contract 3.10.2.

4. Role of the Consultant under the Committees

4.1. Project Steering Committee (PSC)

The Consultant must provide a Secretariat function to the Project Steering Committee (PSC), which includes but is not necessarily limited to: organizing the meetings, preparing and distributing documentation, taking minutes, and participate in an ex-officio capacity.

The Consultant must also ensure that PSC members receive an English and a Vietnamese translated copy, the relevant documentation for each PSC meeting at least 10 working days in advance of the meeting.

4.2. Project Coordination Committee (PCC)

The Consultant, represented by the Project Director, must co-chair the PCC together with the MARD-appointed senior official, which includes but is not necessarily limited to: organizing the meetings, preparing and distributing documentation and taking minutes.

The Consultant must also ensure that PCC members receive an English and a Vietnamese translated copy of the relevant documentation for each PCC at least 3 working days in advance of the meeting.

4.3. Component Working Groups (CWGs)

The Consultant must provide a facilitation function to the CWGs, which includes but is not necessarily limited to working with a GoV nominated project partner to jointly establish the CWG, organize the meetings, prepare and distribute documentation and take minutes.

The Consultant must also ensure that CWG participants receive an English or a Vietnamese translated copy, as appropriate, of the relevant documentation for each CWG meeting at least 1 working day in advance of the meeting.

The composition of the PSC, PCC and CWGs will be finalized during the Inception Phase.

5. Support to be provided by DFATD and/or recipient country

5.1. DFATD

DFATD will actively support the implementation of this project by participating in the PSC, facilitating and participating in coordination groups jointly chaired by the GoV and donors' representatives, conducting policy dialogue, and arranging an MOU with the Government of Vietnam.

5.2. Recipient Country

MARD, MOH and MOIT will facilitate the participation of national and sub-national authorities, officers, professional, technical and other personnel to support the achievement of project outcomes and to carry out its activities; facilitate logistics and provide facilities necessary to carry out project activities; assign representatives of the national and sub-national 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. Environment

The Canadian Environmental Assessment Act¹⁷ and DFATD's Environmental Integration Process (EIP)¹⁸ are elements of DFATD's environmental framework that the Consultant will need to consider when implementing the Project. This means that the consultant will have to prepare an environmental analysis compliant with the EIP at the Inception Phase. The Consultant will also present an Environmental Management Plan in the PIP. The Consultant must integrate climate change and environmental sustainability considerations into the project's results framework as well as in monitoring and reporting. In addition, the Consultant may be required to provide specific climate change and environment-related analysis, monitoring and reporting in response to DFATD requests. The Consultant will make sure it has the climate change/environmental expertise to support the project.

7. Gender Equality

The Consultant must explicitly and systematically integrate gender equality and women's empowerment considerations at all stages of the project.

8. Governance

The Consultant must integrate governance considerations¹⁹ (equity, equality and non-discrimination, capacity and responsiveness, efficiency and effectiveness, transparency and accountability, participation and inclusion) at all stages of the project.

9. Reporting Requirements

The Consultant must forward to DFATD the reports set out below in accordance with the standards established for the content, presentation, language, number of copies and timelines. Unless otherwise stated, the Consultant will provide all deliverables to DFATD in English in electronic formats (Microsoft Office or PDF). If printing is deemed essential the Consultant will, to the extent possible:

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

Templates of the following documents are available and can be provided by the Technical Authority upon Consultant request:

- ❖ Performance Measurement Framework (PMF)
- ❖ Project Implementation Plan (PIP)

¹⁷ <http://laws-lois.justice.gc.ca/eng/acts/C-15.21/index.html>

¹⁸ http://international.gc.ca/world-monde/funding-finance/environmental_integration_process-processus_integration_environnement.aspx?lang=eng

¹⁹ DFATD Strategic Paper on Governance as a Cross-Cutting theme can be found at: https://www.international.gc.ca/world-monde/issues_development-enjeux_developpement/priorities-priorites/strategic_papers-documents_strategiques.aspx?lang=eng

9.1. Narrative Plans and Reports

The narrative plans and reports will first be produced and submitted to DFATD in English in a draft form. Upon integrating DFATD's feedback, the Consultant will produce a final version for approval.

Name of the report	Submission requirements	Content requirements
Inception Workplan	Draft within 15 Days, Final within 30 Days, from effective date of contract, unless otherwise agreed to in writing by DFATD.	Covering the entire duration of the Inception Phase, the Inception Workplan must include the following: <ul style="list-style-type: none"> a) Overview and Inception Phase objectives b) Methodology: detailing the approach, activities, outputs, expected results, and the Level of Effort (LoE) for each participant in the Inception Phase. The methodology will also include a Inception Mission Plan which will include the Level of Effort (LoE) for each participant, the dates and the scheduling of meetings with the name and title of participants as well as the entity they represent c) Roles and responsibilities d) Deliverables e) Detailed budget for the Inception Phase, including details on the field mission expenses.
Project Measurement Framework (PMF)	Within 105 Days from the effective date of the Contract	For each level of the Logic Model (Output, Immediate Outcome, Intermediate Outcome, Ultimate Outcome), the PMF must include, as minimum, the following elements: <ul style="list-style-type: none"> a) Indicators b) Baseline Data, disaggregated by sex c) Targets, disaggregated by sex d) Data sources e) Data collection methods f) Frequency g) Responsibility

Project Implementation Plan (PIP)	Draft within 105 Days, Final within 130 Days, from effective date of contract, unless otherwise agreed to in writing by DFATD.	<p>The PIP should be a stand-alone document of approximately 30 pages (excluding annexes), and must include without being limited to the following:</p> <ol style="list-style-type: none"> 1) Executive Summary 2) Introduction (Background, PIP Methodology) 3) Project Design <ul style="list-style-type: none"> • Context and Rationale • Logic Model • Project Outputs updated • Reach, Beneficiaries & Intermediaries (Identifying the group(s), both direct and intermediary beneficiaries who will experience the changes identified at the intermediate outcome level and provide estimated targets) • Gender Equality and Women's Empowerment Analysis • Environmental Analysis • The update of Risk Registry (as defined above); identifying risks and mitigation strategies 4) Project Management and Governance <ul style="list-style-type: none"> • Management Approach and Structure • Roles and Responsibilities of the Project Stakeholders (including details on inputs provided by the Project's stakeholders) • Project Committees 5) Project Implementation <ul style="list-style-type: none"> • Immediate Outcomes – Outputs – Activities Matrix • Work Breakdown Structure • Schedule • Gender Equality and Women's Empowerment Strategy • Environmental Strategy • Budget per eligible cost categories (broken down by project years) • Budget per immediate outcomes (approximate) 6) Procurement plan <ul style="list-style-type: none"> • Description of goods, assets and services to be procured for the duration of the project • Description of competitive Process to procure goods • Description of competitive Selection Process to contract professional services 7) Result-based Project Monitoring and Reporting <ul style="list-style-type: none"> • The update of the Performance Measurement Framework (as defined above) • Performance Reporting Framework
--	--	--

		<ul style="list-style-type: none"> Stakeholder Communications Plan <p>8) Environmental Management Plan</p> <ul style="list-style-type: none"> Provide an environmental situation and key environmental issues associated with food safety value chains Mitigation measures that formulate the Environmental Management Plan Environmental mainstreaming strategy to be implemented Measures to ensure environmental capacity is available and strengthened. <p>9) Communication strategy to publicize project achievements and to acknowledge DFATD's Contribution. The strategy must address the following issues: target groups in Canada and the recipient country, estimated target population and communication methods to be used. The Visibility and Recognition Activities Planning Form is to be included with the communication strategy. It must also include a detailed budget.</p>
Semi-Annual and Annual Progress Reports	Within 30 Days from the end of the semester, the Consultant must provide a Semi-Annual Progress Report for the six-month period ending September 30 th and an Annual Progress Report ending March 31 st of each year.	<p>Semi-Annual and Annual Progress Reports must provide qualitative and quantitative information on the significant project outcomes (immediate and intermediate) for the previous fiscal year and include the following:</p> <ol style="list-style-type: none"> Cover Page and Table of contents; Executive summary: The Executive Summary highlights key messages and issues emerging from the report. It provides a short description of the Project and covers both operations and outcomes to date, while providing some discussion of challenges encountered. Project Description and context: Provide a brief description of the Project, including the rationale for the Project and how it will contribute to development, expected results and the expected reach of the Project. Implementation: Provides progress on activities, outputs and financial information for the period covered by the report. The main purpose of this section is to review and learn from the annual operations versus the last Annual Work Plan; and to better plan the next Project year Annual Work Plan. This section includes: <ol style="list-style-type: none"> analytical comments on the variances between each of the expected results (at both immediate and intermediate outcomes levels) and actual results on the basis of indicators (PMF) for the last 6 months or year; including reporting on reductions or increases in gender equality gaps and/or gender equality is integrated into results statements; results of the monitoring activities using the PMF, problems and difficulties encountered, if any, and remedial action taken or to be taken; analytical comments on Financial Reports concerning variances between forecasted and

		<p>actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next quarter;</p> <ul style="list-style-type: none"> d. report on implementation of the Gender Equality Strategy, the Environmental Strategy and Governance; e. on an annual basis, report on the communication strategy including submission of the Visibility and Recognition Activities Reporting Form; f. other important issues affecting project implementation. <p>5) Management Issues and Adjustments: Address any management issues that affected the evolution of the Project and its ability to achieve Project outcomes. Explain how the Project dealt with these issues and any lessons learned, including with respect to the Project's risk management strategy. Discuss any adjustments made to the Logic Model, Risk Registry or Performance Measurement Framework. Discuss any adjustments implemented over the course of the Project, discussing any important changes that have been made in Project design.</p> <p>Annual Progress Reports:</p> <p>The Consultant must prepare and submit annual progress reports reporting against the Annual Work Plan. Annual reports will include the same information as outlined above for semi-annual reports but cover the period of one year. In addition, annual reports will include an analysis of the status of the project given the progress made over the reporting year and an assessment of progress towards achieving expected development outputs and outcomes. It will also include a summary of actual project disbursement during the year.</p>
Annual Work Plan	<p>Within 105 Days after signature of Contract, together with the PIP for the first year of the Project.</p> <p>Within 30 Days from the end of each fiscal year, together with the Semi-Annual Progress Report</p>	<p>The Annual Work Plans (AWP) are used to define and obtain DFATD approval for specific Project implementation activities on an annual basis. The Annual Work Plan guides the day-to-day implementation of the Project and must be prepared in collaboration with Project stakeholders.</p> <p>The AWP:</p> <ul style="list-style-type: none"> 1) Defines the outcomes (immediate and intermediate outcomes) to be achieved or worked on during the year, plans for the year (based on the work breakdown structure) and the resources required for each activity and output; 2) Identifies any proposed changes to outputs and immediate outcomes (changes to the Project Logic Model and consequently the Performance Measurement Framework), provides justification and seeks DFATD's approval for them; 3) Should include specific plans for the year related to elements of the PIP such as the Gender

	and the Annual Financial Report.	<p>Equality Strategy, a discussion of key management issues, recommendations for action on the part of all Project participants and, as necessary, an update of the risk management strategy;</p> <p>4) Provides information for the review and approval of schedule, resource utilization, identification of additional technical expertise, price, risks and expected progress towards outcomes, and, at the end of the year, provides a basis to assess performance against plans and to assess the variance analysis contained in progress and performance reports</p> <p>The AWP should be a stand-alone document of no more than 30 pages (excluding annexes), and include but not limited to the following:</p> <ul style="list-style-type: none"> • Executive summary • Project and Administrative Management Approach • Project Implementation • Key milestones and expected set of outputs (product and services) tied to groups of activities for each quarter of the Project year • Updated Gender Equality and Women's Empowerment Strategy • Updated Environmental Strategy • Detailed/updated Work Breakdown Structure for the Project year • Gantt chart of activities for the Project year • Detailed/updated budget per eligible cost categories • Annexes • Updated Logic Model (if applicable) • Updated PMF with targets for the Project year • Procurement plan describing the goods and assets to be procured during the year • Updated budget per intermediate outcomes (approximate) • Updated Risk Register (if applicable) <p>The AWP shall also contain the following:</p> <ul style="list-style-type: none"> • Any expected salary increase for the Project year; • Expenses requiring DFATD's prior written approval; and • Details on inputs provided by the Project's stakeholders). <p>The AWP must also contain an update to the communication strategy to publicize project achievements and to acknowledge DFATD's Contribution including the Visibility and Recognition Activities Planning Form.</p>
--	----------------------------------	--

Final Narrative Report	<p>Within 30 Days from the end of the activities of the project.</p>	<p>The report must:</p> <ol style="list-style-type: none"> analyze original budget forecasts compared to actual disbursements, for the project as a whole as well as for each of the main activities; state reasons justifying variances; include any other information related to the administrative and financial aspects of the project. <p>The Final Narrative Report must include, but not necessarily be limited to, the following sections:</p> <ol style="list-style-type: none"> 1) <u>Background and objectives</u> This section of the report must contain a brief statement with respect to the project. It should include: <ul style="list-style-type: none"> background and rationale; goal and objectives; and results at the outcome level. 2) <u>Summary Description of the project</u> This section of the report must contain a description of the actual activities, including: <ul style="list-style-type: none"> management issues and adjustments; description of activities; disposal plan; and stakeholders, their roles and responsibilities. 3) <u>Analytical Review of the project</u> This section of the report must address the following issues and offer comments and/or recommendations for similar projects in the future: <ul style="list-style-type: none"> project rationale and justification; planned and achieved goals and objectives; detailed final report on achievement of results at the outcome level; this should include analytical comments as well as reporting on reductions or increases in gender equality gaps where women/girls and/or gender equality is integrated into results statement; political considerations; analysis of scheduling, results of the monitoring activities using the PMF, difficulties encountered (if any) and remedial actions taken; analysis of actual disbursements compared to the original and revised budgetary forecasts as presented in the Final Financial Report; logistical difficulties; Crosscutting themes and priorities <ul style="list-style-type: none"> An overview of the implementation of the Gender Equality and Women's
-------------------------------	--	---

		<p>Empowerment Strategy , including lessons learned and appraisal of good practices and challenges encountered in implementing the project and the Strategy;</p> <ul style="list-style-type: none"> • An overview of the implementation of the Environmental Management Plan; • An overview of governance integration • public relations issues; • report on the communication strategy including the submission of the Visibility and Recognition Activities Reporting Form; • analysis, comments, and recommendations with respect to each of the main activities.
Minutes of Meeting	Draft to be provided within 3 Days from the date of the meeting and final minutes within 15 Days from the date of the meeting.	<p>The minutes must include the following elements:</p> <ol style="list-style-type: none"> 1. Participants 2. Agenda 3. Review of previous minutes 4. Summary of discussions 5. Action items with identified resources

9.2. Financial Reports

The financial reports will be produced in English in electronic formats (Microsoft Office MS Excel programs or PDF).

Name of the report	Submission requirements	Content requirements
Semi-Annual Financial Reports	Within 30 Days from the end of every semester together with the Semi-Annual Report	The report must detail the following: a) costs incurred throughout the period covered by the report and remaining available budget; b) interest earned on advances, if applicable; d) year-to-date costs as of the date of the report (amount and percentage); e) estimate of the costs required to complete the activities and achieve the planned results at the outcome level under the Contract; f) cost estimate for the period to be covered in the next report; and g) analysis of significant variances (+/- 10%)
Annual Financial Report	Within 30 Days from the end of the fiscal year together with the Annual Progress Report	The Annual Financial Report must take a full-year perspective on the project and must be tied closely to the Annual Work Plan 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 Work Plan; and
Final Financial Report	Within 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.

Section 5. Evaluation Criteria

Guidance to Bidders

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

RATED EVALUATION CRITERIA

Instructions to Bidders:

The Rated Evaluation Criteria will be awarded a maximum of eight hundred (800) points. The pass mark is seventy percent (70%) or five hundred sixty (560) points and represents the minimum that will be accepted by DFATD.

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

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

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

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

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

“Developing and middle-income countries” are the ones listed here:

www.oecd.org/dac/stats/daclist.htm

“Integrated approach” involves working with stakeholder groups that have different objectives and/or needs and integrating these into a solution that will be agreed by all stakeholders, through a process of cooperative consultation and compromise.

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

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

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

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

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

“Southeast Asia” developing or middle-income countries in Southeast Asia include: Cambodia, Indonesia, Lao PDR, Myanmar, Philippines, Timor Leste, and Vietnam.

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

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

“Value chain” is defined as the full range of activities and services required to bring a product or service from its conception to sale in its final markets – whether local, national, regional or global. Value

chains include input suppliers, producers, processors and buyers. They are supported by a range of technical, business and financial service providers and operate within a policy environment which may impact on their performance.

One (1) year of experience is defined as at least one hundred and fifty (150) working days within a period of twelve (12) consecutive months.

All academic qualifications must have been acquired or completed before the RFP Closing Date

Bidders Experience

Where the Projects described have been carried out by a consortium or joint venture, the Bidder should clearly specify which of the Members of that consortium or joint venture were responsible for the management and implementation of the Projects cited as examples.

To be deemed eligible the Project should:

- Have a start date within the last ten (10) years before the Request for Proposals (RFP) Closing Date; and
- Be at least seventy-five percent (75%) completed in terms of Project duration at the Request for Proposals (RFP) Closing Date
-

If a Project presented in the proposal does not meet the two above-mentioned requirements, it will be deemed ineligible, and no points will be awarded for that Project.

Requirement 1: Experience managing and implementing Projects (max available points - 75)

Using form **TECH-4 “Bidder’s Experience”**, the Bidder should present one (1) Project to demonstrate its experience in a), b), c) and d) below as they relate to managing and implementing development projects. In order to be considered and further evaluated, the Project described should have a value of at least \$3 million CAD and a duration of at least 2 years.

Points will be awarded based on the following:

- a) The Project consists of working with at least one (1) government department or agency; preferably with at least two (2) different levels (national, subnational, regional, provincial or local); and ideally including a government department or agency responsible for food safety or food quality regulation, inspection, traceability, or control (max available points – 25).
- one (1) government department or agency: 18 points
 - at least two (2) government departments or agencies from different levels (national, subnational, regional, provincial or local): 20 points
 - an additional 5 points will be awarded if at least one (1) government department or agency is responsible for food safety or food quality regulation, inspection, traceability, or control.
- b) The Project involves multiple stakeholders other than government departments and agencies (max available points – 20)
- with at least three (3) stakeholders: 14 points
 - of the three (3) stakeholders, if there are at least two (2) different Types of Stakeholders: additional 3 points
 - of the three (3) stakeholders, if at least one (1) Type of Stakeholder is directly related to food safety, food quality, or agricultural value chain sector: additional 3 points
- c) The Project was carried out in a Developing or middle-income country, preferably in Southeast Asia, ideally in Vietnam (max available points - 20)
- developing or middle-income country: 14 points
 - developing or middle-income country in Southeast Asia: 17 points
 - in Vietnam: 20 points
- d) The Project reflects the Bidder’s experience to source Canadian and/or international specialized technical expertise to meet identified partner organization’s requirements (max available points - 10)
- Canadian *or* International: 7 points
 - Canadian *and* International: 10 points

A maximum of three (3) pages may be submitted for this requirement.

POINTS

Requirement 2: Experience providing technical assistance to address the capacity development needs of key Stakeholders preferably of different types and in the areas of food safety or food quality (max available points - 75)

Using form **TECH 4 “Bidder's Experience”**, the Bidder should describe one (1) Project, other than the one used to meet Requirement 1, reflecting its experience providing technical assistance to address the capacity development needs of key Stakeholders, preferably of different types, and in the areas of food safety or food quality.

2.1 In the description of the Project, the Bidder should demonstrate its experience, using concrete examples, in: (max available points - 20)

- a) The use of an Integrated approach, including consulting activities with the key stakeholders concerned: 7 points
- b) Consideration of concerned key stakeholders’ own approaches and of the best practices in the context of the country: 8 points
- c) The use of a methodology to identify technical support or capacity building needs: 5 points

2.2 The Project demonstrates collaboration with various Types of Stakeholders (max available points – 15)

- collaboration with at least two (2) Types of Stakeholders: 10 points
- an additional 5 points will be awarded if at least one (1) Type of Stakeholder is a government department or agency responsible for food safety or food quality regulation, inspection, traceability, or control.

2.3 The Project demonstrates the use of many types of Technical assistance or Capacity-building activities or interventions (max available points – 10)

- 2 points per type of activity or intervention to a max of 10 points.

2.4 The Project demonstrates experience in the sectors targeted by the SAFEGRO project: (max available points - 10)

- a) Agriculture: 2 points;
- b) Food safety or food quality: 5 points;
- c) Value chain sector: 3 points

2.5 Other points will be awarded for a Project that: (max available points - 20)

- a) integrates gender equality and the empowerment of women. Points will be awarded for a Project that demonstrates the following elements: (2 points per element, max available points - 8):
 - gender-based analysis;
 - development of gender equality outcomes and associated gender-sensitive indicators, and targets ;
 - gender equality project strategy ;
 - monitoring and reporting on GE
- b) integrates environmental sustainability considerations. Points will be awarded for a Project that demonstrates the following elements (max available points - 7)
 - mechanisms used to minimize the negative environmental impact of the Project: 4 points;
 - mechanisms used to enhance the positive environment impact of the Project: 3 points
- c) demonstrates that at least one person named by the Bidder in its proposal under "Proposed Personnel" has participated in the Project cited as example. (max available points – 5)
 - Yes: 5 points
 - No: 0 points

A maximum of five (5) pages may be submitted for this requirement.

Sub-total for Bidder’s Experience	150
Proposed Methodology	
Requirement 3: Project’s Implementation Approach and Personnel Management Plan (max available points - 300)	

The Bidder should describe its intended approach for the implementation of the project and its management plan.

3.1 Project’s Implementation Approach (max available points - 220)

3.1.1 The Bidder should demonstrate its understanding of the project outlined in Section 4 – Terms of Reference of this RFP – by describing in detail its intended approach to achieving each of the following four (4) Immediate Outcomes: 1110, 1120, 1210, and 1310, in relation to the following: (up to 36 points per Immediate Outcome, for a total of up to 144 points)

Unless otherwise indicated, each element under 3.1.1 a), b) and c) will be assessed based on the effectiveness of the proposed approach and points will be awarded as follows:

- Needs significant development = 0 points
 - Effective = 3 points
 - Very effective = 4 points
- a) Feasibility of the approach (up to 8 points per Immediate Outcome):
- The approach demonstrates how it can be realistically implemented in the context of Vietnam; (up to 4 points per Immediate Outcome)
 - The approach explains how the completion of each Immediate Outcome’s respective Outputs will lead towards the achievement of the Immediate Outcome. (up to 4 points per Immediate Outcome)
- b) Technical Assistance or Capacity Building Approach (up to 8 points per Immediate Outcome):
- The approach explains clearly its strategy for identifying technical assistance or capacity building needs; (up to 4 points per Immediate Outcome)
 - The approach explains clearly how it will achieve the project’s expected Intermediate and Ultimate Outcomes; (up to 4 points per Immediate Outcome)
- c) Sustainability strategy for knowledge and skill transfer (up to 20 points per Immediate Outcome):
- The strategy identifies activities, tools or methods relevant to sustainable development (2 points per activity, tool or method suggested up to 8 points per Immediate Outcome);
 - The strategy explains how the activities, tools or methods ensure enhanced knowledge and skills of stakeholders (up to 4 points per Immediate Outcome);
 - The strategy explains how the activities, tools or methods ensure that stakeholders will apply the newly acquired knowledge and skills for long-term benefits; and (up to 4 points per Immediate Outcome);
 - The strategy explains how the activities, tools or methods will engage with stakeholders in a manner that will build local buy-in to sustain project results (up to 4 points per Immediate Outcome).

A maximum of three (3) pages per Immediate Outcome may be submitted for a maximum of twelve (12) pages.

3.1.2 The Bidder should demonstrate its understanding of the Project outlined in Section 4 – Terms of Reference of this RFP – by describing in detail its intended strategy for the implementation of the Project as a whole in relation to the following areas: (up to 76 points)

Unless otherwise indicated, each element under 3.1.2 a), b) and c) will be assessed based on the effectiveness of the proposed strategy and points will be awarded as follows:

- Needs significant development = 0 points
- Effective = 4 points
- Very effective = 6 points

a) Information management and knowledge transfer approach with regards to food safety within the country context (up to 6 points per element, up to 24 points). The strategy explains how it will take into consideration the following elements:

- The regulatory environment;

- The roles of government, industry, academia, the media and consumers with respect to food safety and domestic production;
- The food production, distribution and marketing systems in Vietnam; and
- Import and export issues

b) Communication strategy (up to 22 points):

- The tools, techniques and activities promote effective communication amongst key stakeholders (2 points per relevant tool, technique or activity up to 10 points);
- The approach promotes diversity of communication tools, techniques, activities and mechanisms; (up to 6 points) and
- The communication approach demonstrates understanding of local dynamics including the importance of communicating in local language (up to 6 points).

c) Quality monitoring and control process (max available points - 30)

- The quality monitoring and control process describes the mechanisms to be used by the Bidder to ensure the quality of the deliverables and services provided (up to 6 points for each relevant mechanism, up to 30 points).

Maximum of two (2) pages for 3.1.2.

3.2 Project Personnel Management Plan (max available points - 80)

The Bidder should provide a project Personnel Management Plan, which should include a description of the following elements:

3.2.1 Network of Experts (up to 40 points):

The Bidder should provide a description of its network of technical experts and resources from which it can identify and source qualified Canadian and international technical expertise to meet partner stakeholders' requirements and address the activities conducted as part of the mandate stated in Section 4 – Terms of Reference of this RFP. The Bidder's description of its technical experts and resources network will be evaluated based on the following:

- a) The breadth of the network in identifying experts/resources across sectors (Canadian government departments or agencies, non-government organizations, academia, private sector, etc.) (max available points – 10)
 - 1 sector: 2 points;
 - 2 sectors: 6 points;
 - 3 sectors: 8 points;
 - 4 sectors or more: 10 points
- b) The number of the areas of expertise contained in the network as related to the mandate of the project (i.e. food safety regulation and traceability; production techniques and processing of agricultural products throughout the value chain; and public awareness promotion related to food safety) (max available points – 20)
 - 1 area of expertise: 15 points;
 - 2 areas of expertise: 17 points;
 - within all 3 areas of expertise: 20 points
- c) The strategy to maintain the technical experts' network up to date: for managing, recruiting and selecting Canadian and international technical experts (available points –10).

3.2.2 Recruitment of resources and experts (max available points - 20):

The Bidder should provide a description of its procurement strategy for technical experts, which:

- a) Ensures that resources, including experts, are selected based on merit: 5 points;
- b) Maximizes competition and cost effectiveness: 5 points;
- c) Strives to meet requests in a timely manner, in accordance with the mandated requirements identified in the TORs: 5 points;

<p>d) Provides for the subcontracting of specific Canadian Technical Expertise: 5 points</p> <p>3.2.3 Management of relationships with stakeholders (max available points - 20). The Bidder should describe the methods or activities it intends to use to mobilize project's stakeholders that:</p> <ul style="list-style-type: none">a) Enable the stakeholders' involvement into the project activities;b) Allow the stakeholders to be part of decision making process; andc) Resolve conflicts that may arise during the implementation of the Project <p>Points will be awarded based on the number of elements addressed by the proposed methods or activities:</p> <ul style="list-style-type: none">• 1 element addressed = 10 points;• 2 elements addressed = 15 points;• all 3 elements addressed = 20 points <p>A maximum of six (6) pages may be submitted for this requirement.</p>	
<p>Requirement 4: Project performance measurement framework (max available points - 80)</p> <p>The Bidder should present its approach to Results-based Management (RBM). This approach should include:</p> <p>4.1 A detailed description of the Bidder's process for developing the performance measurement framework (PMF) and how it will acquire a database on the initial situation (baseline) (up to 10 points).</p> <p>This criterion will be evaluated according to its relevance. Relevance means consideration of the following aspects:</p> <ul style="list-style-type: none">a) Process for developing the PMF in a participatory manner: 2 points;b) Methods used by the Bidder to collect baseline data: 1 point per relevant method, up to 4 points;c) Approach for establishing realistic targets: 4 points <p>A maximum of one (1) pages may be submitted for this requirement.</p> <p>4.2 Using form TECH-5A "Project Performance Measurement Framework", the Bidder should identify 2 performance indicators (quantitative and qualitative where appropriate) for each of the following ten (10) project outputs: 1112, 1125, 1134, 1211, 1215, 1222, 1232, 1311, 1312, and 1322, for a maximum of 20 indicators. Where relevant, the indicators should be disaggregated by gender.</p> <p>For this criterion, the indicators will be evaluated based on their realism. A realistic indicator is one that is valid, sensitive, useful and affordable according to the following description of each element: (3 points per indicator*, up to 60 points for a maximum of 20 indicators)</p> <ul style="list-style-type: none">• Validity: Does the indicator actually measure the output? Y or N• Sensitivity: Will the indicator be sensitive to the changes in the results that could occur? Y or N• Utility: Will the information be useful for management (decision making, learning and adaptation)? Y or N• Affordability: Is the information required for this indicator collected at a reasonable cost (i.e. the Bidder indicates that it will use existing indicators in the partner country to the extent possible)? Y or N <p>*Note: In order for an Indicator to receive points, a positive response to <u>each</u> of the four elements listed above is required. Should a negative response be received for <u>any</u> element, no points will be awarded for that Indicator.</p> <p>A maximum of three (3) pages may be submitted for this requirement.</p> <p>4.3 The Bidder should provide a monitoring strategy that relates to the management aspects of decision-making, learning and flexibility throughout the life cycle of the project. (max available points – 10)</p> <p>This criterion will be evaluated based on the clarity of the monitoring strategy in</p>	

<p>relation to:</p> <ul style="list-style-type: none"> a) Decision making based on lessons learned (generalizations made based on specific circumstances surrounding the monitoring or evaluation of projects, programs or policies, leading to broader lessons learned): 4 points; b) Learning (acquiring new knowledge, learning a technique): 3 points; c) Flexibility (adaptation throughout the project): 3 points <p>A maximum of one (1) page may be submitted for this requirement.</p>	
<p>Requirement 5: Capacity to assess risks and establish corresponding mitigation measures (max available points - 70)</p> <p>The Bidder should provide a Risk Assessment and Mitigation Strategy which addresses the elements below (max available points per risk - 35):</p> <p>5.1 Describe the impacts of each of the two risks identified below on the project (5 points per relevant implication, for a total of up to 15 points for each risk).</p> <p>5.2 Propose an effective risk response for each of the two risks identified below (5 points per relevant response, for a total of up to 20 points for each risk).</p> <p>The relevance of the Risk Assessment and Mitigation Strategy will be assessed on the level of understanding of the implications that each risk would have on the project if it occurred as well as the probability that the response will reduce/mitigate the risk in question.</p> <p>Risk 1: There is a risk that some key national or subnational government participants lack commitment to participate fully in the project.</p> <p>Risk 2: There is a risk that the private sector does not see value added in participating in the project.</p> <p>A maximum of two (2) pages for each risk may be submitted for a total of four (4) pages for this requirement.</p>	
<p>Requirement 6: Approach to Gender Equality and the Empowerment of Women (max available points - 40)</p> <p>The Bidder should describe its approach for implementing the project with respect to gender equality and the empowerment of women, describing how the project will meet the objectives outlined in DFATD's Gender Equality Policy and in line with Canada's new feminist assistance policy²⁰.</p> <p>The approach should:</p> <ul style="list-style-type: none"> a) Consider the country context with respect to women's conditions and constraints: 5 points; b) Describe the consultation process with women on food safety issues throughout the project's three Intermediate Outcomes as detailed in the Logic Model and how they will be involved in the development of the solutions: 7 points; c) Describe how to advance women's equal participation with men as decision makers: 7 points; d) Consider giving priority to working with women-led enterprises, organizations and associations: 7 points; e) Describe how the approach's communication strategy and advocacy would promote GE and women's empowerment: 7 points; f) Propose opportunities for change: 7 points <p>Points will be awarded if the description of the approach is relevant, detailed and structured, and demonstrates the integration of the above elements.</p> <p>A maximum of two (2) pages may be submitted for this requirement.</p>	
<p>Requirement 7: Environmental Analysis (max available points - 30)</p> <p>The Bidder should present its environmental analysis, which identifies and addresses environmental effects of the project.</p>	

²⁰ Canada has in place a new feminist international assistance policy: <http://www.international.gc.ca/gac-amc/campaign-campagne/iap-pai/index.aspx?lang=eng>

<p>This analysis should include the following:</p> <p>7.1 Environmental effects</p> <p>The description of the project’s potential effects on the environment (both negative and positive) indicating immediate or long-term effects (3 points per relevant effect, up to 15 points)</p> <p>7.2 Corresponding mitigation or enhancement measures</p> <p>For each effect identified in 7.1, the Bidder should identify at least one corresponding mitigation or enhancement measure. Each mitigation or enhancement measure will be awarded points as follows, 1 point per effective measure, up to 3 points per effect, for a total of 15 measures.</p> <p>A maximum of two (2) pages may be submitted for this requirement.</p>	
<p>Requirement 8: Governance Strategy (max available points - 30)</p> <p>The Bidder should provide its strategy for implementing the project with respect to governance considerations as stated in Section 4 – Terms of Reference of this RFP and potential challenges.</p> <p>The strategy should integrate the following elements:</p> <p>8.1 Demonstration of how the key governance considerations will be included into the project’s implementation: 2 points per relevant consideration, up to 10 points.</p> <p>8.2 Analysis on key governance challenges that may impact the project and how these challenges will be addressed</p> <ul style="list-style-type: none">• 2 points per challenge identified, up to 10 points, and• 2 points per challenge addressed, up to 10 points <p>A maximum of one (1) page may be submitted for this requirement.</p>	
Sub-total for Methodology	550
Proposed Personnel	
<p>Requirement 9: Project Director based in Hanoi, Vietnam (max available points – 40)</p> <p>Using Form TECH-6A “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the CV of the proposed Project Director based in Hanoi, Vietnam. The CV will be evaluated based on the following criteria:</p> <p>9.1 Education (max available points - 5)</p> <p>The proposed individual should have at least a Bachelor’s degree, ideally a Master’s degree, from a recognized institution, in a relevant discipline.</p> <p>For the purpose of this criterion, “relevant discipline” means disciplines related to food safety and risk assessment such as food science, veterinary science, agriculture, animal husbandry, epidemiology and food microbiology.</p> <ul style="list-style-type: none">• University bachelor’s degree in a relevant discipline: 3 pts• Master’s degree or Doctorate in a relevant discipline: 5 pts <p>9.2 Experience (max available points - 35)</p> <p>The proposed individual should have at least 60 months of professional experience in project management, at a senior level (project manager, team leader, director or higher) performing duties similar to those described in Section 4, Annex B – Consultant’s Specific Mandate, sub-section 3.1.1.1.</p> <p>To demonstrate this criterion only experience acquired on or after January 1st, 2008 will be considered, otherwise no points will be awarded.</p> <p>The Bidder should demonstrate that the proposed individual has the following experience:</p> <p>a) Demonstrated experience carrying out the following functions. The Bidder should describe of the role of the individual and his/her contribution to the function: (2 points per relevant function, up to 10 points)</p>	

<ul style="list-style-type: none">• senior-level responsibilities;• high-level strategic project planning, providing direction to and oversight of project implementation;• using performance-based management procedures, including Results-based Management (RBM);• human and financial resource management;• review and approval of work plans and progress and financial reporting. <p>b) Working experience at a senior level with at least 2 of the following categories of stakeholders: government (at any level), private sector, associations, civil society and non-governmental organizations, donors, or media (max available points - 10).</p> <ul style="list-style-type: none">• Less than 2 stakeholder categories: 0 points• 2 stakeholders categories: 8 points• 3 stakeholders categories or more: 10 points <p>c) At least 4 months of managing a work assignment carried out in the context of international development projects (max available points - 5).</p> <ul style="list-style-type: none">• Less than 4 months: 0 points• 4 to less than 12 months: 3 points• 12 months or more: 5 points <p>d) At least 24 months managing a work assignment carried out in a context related to food safety or food quality (max available points - 10).</p> <ul style="list-style-type: none">• Less than 24 months: 0 points• 24 to less than 36 months: 8 points• 36 months or more: 10 points <p>A maximum of three (3) pages may be submitted for this requirement.</p>	
<p>Requirement 10: Local Project Manager based in Hanoi, Vietnam (full time position) (max available points – 30)</p> <p>Using Form TECH-6A “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the CV of the proposed Local Project Manager based in Hanoi, Vietnam. The CV will be evaluated based on the following criteria:</p> <p>10.1 Education (max available points - 5)</p> <p>The proposed individual should have at least a Master’s degree in a relevant discipline from a recognized institution, ideally a doctorate, in any discipline.</p> <p>For the purpose of this criterion, “relevant discipline” means disciplines related to project management, business administration or finance.</p> <ul style="list-style-type: none">• Master’s degree in a relevant discipline: 3 pts• Doctorate in any discipline: 5 pts <p>10.2 Experience (max available points - 25)</p> <p>The proposed individual should have at least 120 months of professional experience in project management, at a senior level (project manager, team leader or higher) performing duties similar to those described in Section 4, Annex B – Consultant’s Specific Mandate, sub-section 3.1.1.2.</p> <p>To demonstrate this criterion only experience acquired on or after January 1st, 2003 will be considered, otherwise no points will be awarded.</p> <p>The Bidder should provide a short narrative description demonstrating the proposed individual’s experience:</p> <p>a) The description should explain the role of the individual and his/her contribution to the following functions (2 points per function, up to 10 points):</p> <ul style="list-style-type: none">• senior-level responsibilities;	

<ul style="list-style-type: none">• high-level strategic project planning,• providing direction to and oversight of project implementation;• using performance-based management procedures, including RBM;• human and financial resource management. <p>b) Working experience at a senior level with at least 2 of the following categories of stakeholders: government (including at different level), private sector, associations, civil society and non-governmental organizations, donors, or media (up to 7 points)</p> <ul style="list-style-type: none">• Less than 2 stakeholder categories: 0 points• 2 stakeholders categories = 5 points• 3 stakeholders categories or more = 7 points <p>c) At least 24 months managing a work assignment carried out in a context related to food safety, risk assessment or agriculture (up to 8 points)</p> <ul style="list-style-type: none">• Less than 24 months: 0 points• 24 to less than 36 months: 6 points• 36 months or more: 8 points <p>A maximum of three (3) pages may be submitted for this requirement.</p>	
<p>Requirement 11: Food Safety/Risk Assessment Specialist (based in Canada) (part-time position) (max available points – 30)</p> <p>Using Form TECH-6A, “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the CV of the proposed Food Safety/Risk Assessment Specialist. The CV will be evaluated based on the following criteria:</p> <p>11.1 Education (max available points - 5)</p> <p>The proposed individual should have at least a Bachelor’s degree from a recognized institution, ideally a Master’s degree, in a relevant discipline (up to 5 points).</p> <p>For the purpose of this criterion, “relevant discipline” means disciplines related to food safety and risk assessment such as food science, veterinary science, agriculture, animal husbandry, epidemiology and food microbiology.</p> <ul style="list-style-type: none">• University bachelor’s degree in a relevant discipline: 3 pts• Master’s degree or Doctorate in a relevant discipline: 5 pts <p>11.2 Experience (max available points - 25)</p> <p>The proposed individual should have at least 60 months of professional experience, at an operational level, directly related to the context of the project as described below. The months where the assignments overlap will only be counted once.</p> <p>To demonstrate this criterion only experience acquired on or after January 1st, 1998 will be considered, otherwise no points will be awarded.</p> <p>The Bidder should demonstrate in a short narrative description that the proposed individual has experience providing the following services: (5 points per services, up to 25 points)</p> <ul style="list-style-type: none">a) Field experience working in agricultural competitiveness/food quality/food safetyb) Experience in developing guidance on the implementation of risk assessment for both qualitative and quantitative risk assessment for assessing food safety risks;c) Experience in developing training materials, guidance manuals or other technical documents specifically related to science-based and risk-based approaches to food safety decision-making;d) Experience in planning and conducting training workshops on the concepts of hazards, risks, exposure assessment in risk analysis or food standard setting;e) Experience in designing and overseeing initiatives aimed at generating data to inform the elaboration of scientific advice to support the implementation of risk-based approach to food safety management. <p>The experience may have been acquired in the context of different projects.</p> <p>A maximum of three (3) pages may be submitted for this requirement.</p>	

Sub-total for Proposed Personnel	100
Total Technical Component	800
Passing Mark	560
Financial Component	
Proposed Cost	200
Aboriginal Component	
Aboriginal Supplier Incentive	50
Total Adjusted Score	1,050

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

Consulting and Professional Services Time-Based Contract

Contents

A. Contract.....	101
1. General Provisions	102
1.1 Definitions.....	102
1.2 Relationship Between the Parties.....	105
1.3 Law Governing the Contract, permits licenses, etc.....	105
1.4 Headings.....	105
1.5 Priority of Documents	105
1.6 Notices	105
1.7 Location	105
1.8 Authority of Member in Charge.....	105
1.9 DFATD Authorities	105
1.10 Successors and Assigns.....	105
1.11 Certifications provided in the Proposal.....	105
1.12 Integrity Provisions.....	70
1.13 Conflict of Interest	106
1.14 Translation of Documentation.....	106
1.15 Severability	106
2. Commencement, Completion, Modification and Termination of Contract.....	107
2.1 Effective date of Contract	107
2.2 Period of Contract	107
2.3 Amendment and Waiver	107
2.4 Contract Approvals	107
2.5 Time of the essence.....	108
2.6 Excusable Delay.....	108
2.7 Suspension of Services.....	108
2.8 Termination due to default of Consultant	109
2.9 Termination for Convenience	109
2.10 Cessation of Rights and Obligations	110
2.11 Assignment of Contract.....	110
3. Obligations of the Consultant.....	110
3.1 General.....	110
3.2 Confidentiality and privacy.....	111
3.3 Insurance to Be Acquired by the Consultant.....	112
3.4 Security Requirements	112
3.5 Initial Visit and Audit.....	113
3.6 Authorization to Continue.....	113
3.7 Ownership of Intellectual and Other Property Including Copyright	113
3.8 Intellectual Property Infringement and Royalties	116
3.9 Liability	117
3.10 Equipment, Vehicles and Materials	117
3.11 Use of DFATD/ Recipient Country property, facilities and electronic media.....	118
3.12 Public Recognition.....	118
3.13 International Sanctions.....	118
3.14 Managing for Results	118
4. Consultants' Personnel	119
4.1 General.....	119
4.2 Working Hours, Leave, etc.	119
4.3 Language Requirements.....	119
4.4 Replacement of Personnel.....	119
4.5 Harassment in the workplace	119
4.6 Improper conduct or abandonment of position	120
5. Obligations of DFATD.....	120
5.1 Goods and Services Provided by the Recipient Country	120
5.2 Method of Payment	120
6. Payments to the Consultant	120
6.1 Contract Amount and Limitation of Expenditure	120
6.2 Basis of Payment.....	121
6.3 Provisions for Multi-year Contracts.....	123
6.4 Currency of Payment.....	123
6.5 Irrevocable Standby Letter of Credit (ISLC)	124
6.6 Advances	124

6.7 Mode of Billing and Payment125

6.8 Final Payment125

6.9 Right of Set-Off125

6.10 Interest on Overdue Accounts125

6.11 Debts left in the Recipient Country126

7. Complaint Mechanism and Settlement of Disputes 126

7.1 Alternate dispute resolution126

7.2 Complaint mechanism for Contract Administration126

II. Special Conditions (SC) of Contract127

III. Annexes.....131

Annex A – Basis of Payment.....132

Annex B – Terms of Reference (TOR)133

Annex C - Security Requirements Check List (SRCL).....134

CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

Department of Foreign Affairs, Trade and Development
[DFATD]

and

<Name of the Consultant>

<Address of the Consultant>

in relation to

<Name of project>

A. Contract

TIME-BASED

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

OR

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

The following form an integral part of this Contract:

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

Annex A: Basis of Payment
Annex B: Terms of Reference
Annex C: Security Requirements Check List *[Not used]*

I. General Conditions of Contract

1. GENERAL PROVISIONS

- 1.1
Definitions

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

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

“Approved Financial Institution” means:

(i)

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

(ii)

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

(iii)

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

(iv)

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

(v)

Canada Post Corporation.
- (c)

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

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

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

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

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

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

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

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

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

“Integrity Regime” consists of:

(i)

The *Ineligibility and Suspension Policy* (the Policy);

(ii)

Any directives issued further to the Policy; and

(iii)

Any clauses used in instruments relating to contracts.
- (m)

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

(i)

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

(ii)

where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;

(iii)

up to a maximum dollar amount specified; and

- (iv) on sight, on first request by DFATD to the bank and without question.
- (n) **“Licensed professional”** is an individual who is licensed by a Canadian authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other profession.
- (o) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract; who is a citizen or permanent resident of the Recipient Country, and who has specific professional/technical expertise in a field of work, excluding those defined as Local Support Staff.
- (p) **“Local Support Staff”** means, unless otherwise specified in the SC, the following positions in the Recipient Country:
 - (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (q) **“Member”** means any of the persons or entities that make up the consortium or joint venture; and **“Members”** means all these persons or entities.
- (r) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to the contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (s) **“Minister”** means the Minister for International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (t) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian Government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (u) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“Personnel”** means an employee and/or Sub-consultant of the Consultant (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (w) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
 - (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (x) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (y) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (z) **“SC”** means the Special Conditions of Contract by which the GC may be amended or

supplemented.

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

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

in default as per the terms of the Contract.

**1.12
Integrity
Provisions**

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

**1.13
Conflict of
Interest**

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

**1.14
Translation of
Documentation**

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

**1.15
Severability**

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

		<p>experience or initial staffing of an individual to an existing position. Fees related to an existing position must remain unchanged. The overseas costs associated to the position(s) for the Personnel on long-term assignment must remain unchanged;</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 cost 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	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.
Time of the essence		
2.6	2.6.1	A delay in the performance by the Consultant of any obligation under the Contract that is caused by an event that:
Excusable Delay		
	a)	is beyond the reasonable control of the Consultant;
	b)	could not reasonably have been foreseen;
	c)	could not reasonably have been prevented by means reasonably available to the Consultant; and
	d)	occurred without the fault or neglect of the Consultant
		will be considered an "Excusable Delay" if the Consultant advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Consultant becomes aware of it. The Consultant must also advise the Technical Authority, within 20 working days, of all the circumstances relating to the delay. The Consultant must use all reasonable efforts to mitigate any effect, commercial or other, resulting from the event causing the delay. Within the same delay of 20 working days, the Consultant must also provide to the Technical Authority, for approval, a clear work around plan explaining in details the steps that the Consultant proposes to take in order to minimize the impact of the event causing the delay including details of the unavoidable costs to be incurred during this period.
	2.6.2	Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
	2.6.3	However, if an Excusable Delay has continued for 3 months, the Contracting Authority may, by giving notice in writing to the Consultant:
	a)	suspend the Services or part of the Services for up to 180 Days in accordance with the GC 2.7 below; or
	b)	terminate the Contract for convenience in whole or in part as per the GC 2.9.
	2.6.4	
	a)	During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include but are not limited to: Fees and overseas costs for Personnel on long-term assignment in the Recipient Country and Reimbursable Expenses such as expenses of the local office (electricity, rent, etc.) and any other costs mutually agreed to by both Parties;
	b)	In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.7.2;
	c)	In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.9.2, 2.9.3 and 2.9.4.
		In any case, the Parties agree that neither will make any claim against the other for damages, expected profits or any other loss arising out of the suspension or termination or the event that contributed to the Excusable Delay.
	2.6.5	If the Contract is terminated under the GC 2.6, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, anything that the Consultant has acquired or produced specifically to perform the Contract.
2.7	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
Suspension of Services		

with any such order in a way that minimizes the cost of doing so. Within these 180 Days, the Contracting Authority will either cancel the order or terminate the Contract, in whole or in part, under the GC 2.8 or 2.9.

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

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

2.8 Termination due to default of Consultant

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

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

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

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

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

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

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

2.9 Termination for Convenience

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

- 2.9.2

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

Fees and overseas costs for Personnel on long-term assignment for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
- (b)

the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed prior to the date of the termination notice; and
- (c)

all costs DFATD considers reasonable incidental to the termination of the Services incurred by the Consultant excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.
- 2.9.3

DFATD may reduce the payment in respect of any part of the Services, if upon verification it does not meet the requirements of the Contract.
- 2.9.4

Upon termination of the Contract under this GC 2.9, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. The total of the amounts, to which the Consultant is entitled to be paid under this GC 2.9, together with any amounts paid, due or becoming due to the Consultant must not exceed the Contract price. The Consultant will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by DFATD under this GC 2.9 except to the extent that this GC 2.9 expressly provides. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.
- 2.10

Cessation of Rights and Obligations

2.10.1

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

(a)

such rights and obligations as may have accrued on the date of termination or expiration;

(b)

the obligation of confidentiality set forth in the GC 3.2;

(c)

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

(d)

any right which a Party may have under the Law governing the Contract as specified in 1.3.1.

2.11

Assignment of Contract

2.11.1

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

2.11.2

Assignment of the Contract does not relieve the Consultant from any obligation under the Contract and it does not impose any liability upon DFATD.
- 3.1
General
Standard of
Performance
- Warranty by
Consultant
3. OBLIGATIONS OF THE CONSULTANT

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.

3.1.2

(a) In line with fundamental principles of human rights that are embedded in the [Canadian Charter of Rights and Freedoms](#), DFATD prohibits discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability. The Consultant represents and warrants that:

(i)

It agrees to abide by any governing law protecting individuals against any manner of discrimination regardless of location of work;
- Section 6: Standard Form of Contract
- 110

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

Evaluation of Performance

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

3.2 Confidentiality and privacy

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

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

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

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

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

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

3.3

**Insurance to Be
Acquired by the
Consultant**

***Insurance
Specified by
DFATD***

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

***Additional
Insurance***

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

***Insurance
Certificates***

3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance in the form of a certificate or certificates confirming that the insurance is in force.

Litigation

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

No Waiver

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

3.4

**Security
Requirements**

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

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.

3.4.2 **Obligations Related to Security**

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

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

3.4.3 **Security Measures**

- (a) Except for Afghanistan contracts, it is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. If the Consultant determines that a security plan is necessary, the Consultant will develop, adapt and implement a security plan based on international best practices in this area, taking the following into consideration:
 - i. Security related issues and challenges in general, and within the Project area;
 - ii. Local customs, laws and regulations;
 - iii. Restrictions and protocols for movement in the Project area, where applicable;
 - iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required;
 - v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.);
 - vi. Evacuation, including emergency medical evacuation, procedures;
 - vii. Abduction/Missing person protocol(s); and
 - viii. Processes for security awareness updates, as required.
- (b) The security provisions applicable to Afghanistan contracts are specified in the SC.

For all contracts:

- (c) The Consultant should also put in place for itself and its Personnel, but not limited to, the following:
 - i. Hospitalization and medical treatment arrangements;
 - ii. Mortuary affairs arrangements;

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

3.4.4 **Personnel**

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

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

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

3.4.5 **Sub-consultants and Contractors**

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

**3.5
Initial Visit and
Audit**

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

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

**3.6
Authorization to
Continue**

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

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

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

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

Definitions

3.7.1 The following definitions apply to this GC.

- (a) “applicable national law” means, notwithstanding the law applicable to the contract, the law of a country that applies to works and governs, in that country, acts reserved to an owner of a work, such as, in Canada, the

Copyright Act.

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

Licenses and Assignments

Beneficiaries of the assistance project

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

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

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

3.7.3 Assignment of rights in lieu of a licence

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

Her Majesty

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

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

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

authorizing the sub-licensee to do any or all of the acts mentioned in paragraph (a).

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

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

Licence for works created outside the Contract

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

Moral rights

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

Ownership symbol and public recognition

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

Transfer of Obligations

- 3.7.9 Transfer of Obligations to Employed Creators

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

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

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

Description of works

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

Copies to be delivered

- 3.7.12 Unless otherwise specified in Annex B, Terms of Reference, the Consultant must deliver to the Technical Authority, prior to final or last payment under the Contract

one (1) electronic and two (2) hard copies of any work created under the Contract.

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

3.7.13 Certification regarding Clearance of Rights

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

3.7.14 Warranty regarding Non Infringement of Rights

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

3.7.15 Certification of Compliance

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

**3.8
Intellectual
Property
Infringement
and Royalties**

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

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

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

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

- (a) take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
- (b) modify or replace the work to avoid intellectual property infringement, while

ensuring that the work continues to meet all the requirements of the Contract; or

- (c) refund any part of the Contract price that DFATD has already paid.

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

**3.9
Liability**

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

**3.10
Equipment,
Vehicles and
Materials**

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

- 3.10.1
 - (a) Equipment, vehicles and materials made available to the Consultant by DFATD must be used by the Consultant solely for the purpose of the Contract and will remain the property of DFATD. The Consultant must maintain adequate accounting records of all equipment, vehicles and materials furnished by DFATD and, whenever feasible, mark it as being the property of DFATD.
 - (b) The Consultant must take reasonable and proper care of all equipment, vehicles and materials furnished by DFATD while it is in its possession or subject to its control. The Consultant is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by force majeure, ordinary wear and tear.
 - (c) At the time of submission of the final report, the Consultant must provide to DFATD an inventory of and return to DFATD all equipment, vehicles and materials furnished by DFATD relating to the Contract.

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

- 3.10.2 Where the Consultant procures equipment, vehicles, materials, services, or assets to meet the requirements of the Contract, it must carry out procurement activities adhering to the following principles:
 - (a) Competition for supply of goods and services. A competitive process means when solicitation of bids enhances access, competition and fairness and assures that a reasonable and representative number of suppliers are given an opportunity to bid and in which the combination of price, technical merit, and/ or quality, are considered in the evaluation.
 - (b) Pre-determined, clear evaluation of selection methods to ensure best value for money;
 - (c) Prompt and transparent notification to winning and losing bidders; and
 - (d) Justification, including evidence of fair price in the event of non-competitive procurement, recorded on file.

Any exception to competition must be justified and documented and may be subject to audit.
- 3.10.3 Equipment, vehicles and materials purchased by the Consultant wholly or partly with funds provided by DFATD, will be the property of the Consultant until transferred to a Recipient Country or another approved entity in accordance with the approved disposal plan and will be marked accordingly by the Consultant until such transfer.
- 3.10.4 At the time of submission of the final report, or as required at any other time, the Consultant will make available to DFATD an inventory of such equipment, vehicles and materials along with a plan for disposal, and will at no cost transfer such equipment and materials to the Recipient Country or another entity following DFATD’s approval of the disposal plan.

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

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

**3.12
Public
Recognition**

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

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

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

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

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

**3.13
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 one person-day to be claimed by the Personnel cannot exceed the number indicated in the SC. Any overtime requires prior authorization by DFATD. This applies to all Personnel. The Fees for less than one (1) day will be calculated by dividing the Fee by the number of hours indicated in the SC and multiplying the result by the number of hours actually worked during the Day.
4.3 Language Requirements	4.3.1	If stated in Annex B, Terms of Reference, the Consultant has an obligation to provide the Personnel that meets the language requirements.
	4.3.2	In accordance with the GC 4.4, the Consultant must replace any Personnel whose language ability is considered inadequate by DFATD.
4.4 Replacement of Personnel	4.4.1	The Consultant may propose a new position or a change the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification as well as a rate justification for the request using a Contract Change Form.
<i>New Position, Changes in Position Description or Level of an Existing Position or initial staffing of existing position</i>	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.
<i>Existing Position - Replacement of Personnel</i>	4.4.3	The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant’s performance of the Services under the Contract will not be affected. For the purpose of this GC 4.4.3, the following reasons are considered as beyond the Consultant’s control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD’s request and will be verified and considered for acceptance at DFATD’s sole discretion. If such replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual using a Project Change Form as indicated in the GC 2.4.4. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualification than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated in accordance with the GC 2.4.3.
	4.4.4	Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).
4.5 Harassment in the workplace	4.5.1	The Consultant must respect and ensure that all members of its Personnel and/ or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board Policy on harassment Prevention and

Resolution as well as the standards of non-discrimination set out in Canadian Charter of Rights and Freedoms when rendering any part of the Services.

**4.6
Improper
conduct or
abandonment
of position**

- 4.6.1 During the period of the Contract, the Consultant must refrain from any action which might be prejudicial to the friendly relations between Canada and the Recipient Country, and must not participate directly, or indirectly, in any political activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.5.1 during this Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Personnel, Local Support Staff and Contractor(s) are also bound by these provisions.
- 4.6.2 The Consultant must inform all members of its Personnel, Local Support Staff and Contractor(s) assigned to the project that any instance of improper conduct, gross negligence or abandonment of a position before completion of the project will constitute sufficient grounds for immediate dismissal. In such an event, payment of the Fees and all other payments will cease as of the date of this dismissal, and no payments will be made by DFATD for homeward travel or removal expenses unless otherwise agreed to in writing by the Technical Authority.
- 4.6.3 The Consultant will be advised in writing of any complaint related to harassment or discrimination and will have the right to respond in writing. Upon receipt of the Consultant’s response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken. This may result in Suspension of Services in accordance with GC 2.7 or Termination due to default of Consultant in accordance with GC 2.8.

5. OBLIGATIONS OF DFATD

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

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

**5.2
Method of
Payment**

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

6. PAYMENTS TO THE CONSULTANT

**6.1
Contract
Amount and
Limitation of
Expenditure**

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

Taxes

- 6.1.5

The giving of any notification by the Consultant pursuant to GC 6.1.4 will not increase DFATD’s liability over the contract amount.
- 6.1.6

Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in the GC 6.1.1. The estimated amount of Applicable Taxes is specified in the SC. Applicable Taxes will be paid by DFATD as provided in GC 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 6.1.7

The Consultant is not entitled to use Canada’s exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 6.1.8

Applicable Taxes included in the cost of Services:

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

(a)

Take into account the Applicable Taxes, municipal taxes and provincial sales tax, if any, that the Consultant must pay on the goods and services that the Consultant procures to provide the Services stipulated in this Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;

(b)

Do not take into account the Applicable Taxes that DFATD will remit to the Consultant and that the Consultant must collect from DFATD pursuant to the *Excise Tax Act* (R.S.C., 1985, c. E-15), as prescribed in the GC 6.1.6 and specified in accordance with the terms and conditions stipulated below.
- 6.1.9

For the purposes of applying the GC 6.1.6, the amount of Applicable Taxes, if any, must be indicated separately on requisitions for payment, financial reports or other documents of a similar nature that the Consultant submits to DFATD. All items that are zero-rated, exempt or to which these Applicable Taxes do not apply, must be identified as such on all invoices.
- 6.1.10

Tax Withholding

Pursuant to the *Income Tax Act*, (R.S.C., 1985, c. 1 (5th Supp.)) and the *Income Tax Regulations* (C.R.C., c. 945) , DFATD must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is a non-resident unless the Consultant obtains a valid waiver. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.
- 6.2

Basis of Payment

6.2.1

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

(a)

Fees of the Personnel as set forth in the GC 6.2.2 and 6.2.3;

(b)

Overseas costs for Personnel on long-term assignment (Personnel assigned to the project in the Recipient Country for 12 or more consecutive months) as set forth in the GC 6.2.5; and

(c)

Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.7.

6.2.2

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

6.2.3

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

(a)

For the Personnel based in Canada or on short-term assignment in the Recipient Country (less than 12 consecutive months), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in Canada up to a 5 Days per week and 6 Days per week in the

Section 6: Standard Form of Contract

121

Recipient Country, unless previously authorized in writing by DFATD.

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

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

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

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

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

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

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

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

- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive, (the “Directive”) and the Special Travel Authorities Directive (the “Special Directive”), which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, whenever possible, the services of Canadian carriers. The Consultant must endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant's project file;
 - (ii) the cost of meals, incidentals and private vehicle usage, in accordance with the meal, incidental and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
 - (v) all other actual and Reasonable Costs considered legitimate

- project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
- (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
 - (b) purchase and transportation costs of equipment, and supplies required to carry out the project;
 - (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
 - (d) translation, interpreters and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
 - (e) bank transfer fees related to the execution of the project;
 - (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
 - (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
 - (h) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
 - (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
 - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
 - (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of Contractor(s) and Personnel, related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
 - (k)
 - (l) any other reasonable expenses which are not considered to be Fees, overseas costs for Personnel on long-term assignment, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

6.3 Provisions for Multi-year Contracts	6.3.1	Fees and monthly rates are fixed on an annual basis.
	6.3.2	If the Personnel are added during the period of the Contract, the Consultant must propose fixed annual Fees for the remaining Contract period. If DFATD accepts the proposed individual and the Fees, the fixed annual Fees becomes effective on: <ul style="list-style-type: none">(a) the Contract anniversary date; or(b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after the Contract anniversary date.
	6.4.1	Payments by DFATD to the Consultant will be made in Canadian dollars.
	6.4.2	Payments by the Consultant to its Local Professionals, Local Support Staff and local Contractor(s) may be in the local currency.
6.4 Currency of Payment	6.4.3	Actual expenditures incurred in currencies other than Canadian dollars for

project purposes must be converted using either FIFO (first in, first out) or weighted average method. These methods ensure that there will be neither gain nor loss from the conversion of the exchange rate. Any other method used by the consultant will be inadmissible.

6.5 Irrevocable Standby Letter of Credit (ISLC)

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

- (a) To cover advances, if permitted

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

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

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

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

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

6.5.2 An ISLC must be in Canadian dollars.

6.5.3 An ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. The ISLC itself must clearly indicate the following information: the Bank's reference number; the Bank's name and address; the date of issue; the expiry date; the name and address of the Consultant; the name of the payee: **Receiver General of Canada Attn: DFATD Branch name and address indicated in the SC 1.6.1**; the Purchase order number (PO); the project name and number; name of the Technical Authority; the face amount of the letter of credit; 'Payable in demand' or 'Payable at sight'; a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 600; a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); a provision for the renewal of the letter of credit (where applicable).

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

6.6 Advances

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

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

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

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

6.6.5 The Consultant must maintain an interest bearing account whenever possible into which the Consultant must deposit, apart from all other funds of the

Consultant, all advances made by DFATD to the Consultant under this Contract. Any and all interest earned may be utilized for project purposes only at the end of the project if approved in advance by DFATD.

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

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

6.7 Mode of Billing and Payment

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

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

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

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

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

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

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

6.7.6 Subject to the GC 6.7.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.7.2.

6.7.7 With the exception of the final payment under the GC 6.8, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant's expense.

6.8 Final Payment

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

6.9 Right of Set-Off

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

6.10 Interest on Overdue Accounts

6.10.1 In this GC:

- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the GC 6.2;
- (b) "overdue amount" means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.7.2 has been received by DFATD;
- (c) "date of payment" means the date of the negotiable instrument drawn by

the Receiver General for Canada and given for payment of an amount due and payable;

- (d) “bank rate” means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
- (e) “due date” means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.7.2.

- 6.10.2 DFATD will pay at the Consultant’s request, simple interest at the bank rate plus 3 percent on any amount overdue.
- 6.10.3 Interest will not be payable on advance payments.
- 6.10.4 Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.

**6.11
Debts left in the
Recipient
Country**

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

7. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES

**7.1
Alternate
dispute
resolution**

- 7.1.1 The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties’ representatives authorized to settle (for DFATD, the Technical and Contracting Authorities). If the Parties do not agree within 10 working days, they may refer the matter to management (for DFATD the Director General responsible for the contract in question), who will pursue discussions to reach a settlement. If no settlement is reached within 10 working days, each party hereby:
 - (a) Consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Work and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or conditions in this contract; and
 - (b) Agrees that this provision shall, for purposes of Section 23 of the *Procurement Ombudsman Regulations*, constitute such party’s agreement to participate in and bear the cost of such process.

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

**7.2
Complaint
Mechanism
for Contract
Administra-
tion**

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

II. Special Conditions (SC) of Contract

Number of GC	Amendments of, and Supplements to, the General Conditions of the Contract
Definitions (f), (cc) and 1.9	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is:</p> <p>«Title of the delegated signing authority as per DFATD Delegation Instrument » Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p> <p>Technical Authority</p> <p>The Technical Authority for this Contract is:</p> <p>«Title of the Project Manager»</p> <p>Department of Foreign Affairs, Trade and Development Telephone: Facsimile: Email:</p>
Definitions (p)	<p>For the purpose of this Contract, the following positions are also acceptable under the Local Support Staff:</p> <ul style="list-style-type: none">• <i>Accountant</i>• <i>Admin Assistant</i>• <i>Driver/Messenger</i>• <i>Office cleaner</i>• <i>Security guard</i>• <i>All other positions related to administration and support in the Recipient Country who are not providing technical services directly related to the achievement of the Project results.</i>
Definitions (x)	Recipient Country is Vietnam.
1.3.1	The law governing the contract is the law applicable in the province of Ontario.
1.6.1	<p>The addresses are:</p> <p>DFATD :</p> <p>Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2</p> <p>Attention : <i>[insert name of the contracting authority- Organisation Symbol]</i> Facsimile : _____</p> <p>Attention : <i>[insert name of the technical authority- Organisation Symbol]</i>____ Facsimile : _____</p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____ Facsimile : _____</p>
1.8	The Member in charge is <i>[insert name of member]</i>
2.2.1	The period of the Contract is from the effective date of the Contract to <i><INSERT></i> inclusive.

3.3	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer's Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation. <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation. <p>3. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> <p>4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; (b) Cross Liability and separation of insured, to the extent permitted by law; (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and (d) 30 Days written notice of cancellation.
3.4.1	<p>Security Requirement:</p> <p>There is no security requirement associated with this Contract.</p>
3.4.2	<ul style="list-style-type: none"> (e) It is recommended that the Consultant subscribe to a security service in order to receive daily security related information. (f) DFATD will (to the extent possible) provide information regarding security to the Consultant and may facilitate the provision of additional security briefings.

3.4.3 (b)	i. Not Applicable						
3.6.1	<p>Authorization to continue is applicable to this Contract:</p> <p>YES_X_ NO___</p> <p>The following plans and reports will be subject to the Authorization to Continue:</p> <ul style="list-style-type: none">Project Implementation Plan (PIP)						
3.14.3	The Consultant must notify the Technical Authority within five (5) Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.						
4.2.1 and 6.2.3	Number of hours in a Day is eight (8).						
6.1.1	The maximum Contract amount in Canadian dollars is: \$ Applicable Taxes extra.						
6.1.6	The estimated amount of Applicable Taxes is: \$CAD						
6.2.6	<p>The administrative mark-up rate is: <i>[insert rate]</i></p> <p>This rate will be applied to Sub-consultants and Contractors added during the implementation of the project and for technical assistance or capacity building as follows:</p> <table><tr><th></th><th>Application of the rate</th></tr><tr><td>Sub-consultants assigned to the project</td><td>Fees invoiced by the Sub-consultants</td></tr><tr><td>Contractors</td><td>Costs invoiced by the Contractors</td></tr></table> <p>When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						
6.2.7 (l)	<p>In addition to the listed Reimbursable Expenses in the GC 6.2.7, the following expenses will also be considered Reimbursable Expenses under the Contract:</p> <p><i>not applicable</i></p>						
6.5.1 (a) and 6.6.1	<p>Advance payment is permitted:</p> <p><u>X</u> YES ___NO</p> <p>The following provisions will apply to the advance payment and the advance payment guarantee:</p> <ul style="list-style-type: none">(a) Subject to the GC 6.6, DFATD will make advance payments to the Consultant not exceeding <i>[insert amount]</i> in Canadian dollars to cover the following expenses:<ul style="list-style-type: none">(i) Expenses associated with setting up a new local office in the Recipient Country;(ii) Long-term leases for offices;(iii) Procurement of manufactured equipment (project assets); and(b) At no time can there be more than 2 outstanding advances and these must not exceed <i>[insert amount]</i> Canadian dollars.(c) The advance payment guarantee (ISLC) must equal the total outstanding advance payments in Canadian dollars.						
6.5.1 (b)	The Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) for the face amount of \$ 450,000 CAD.						

6.7.2	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice in one (1) electronic copy, of the Consultant’s Fees for the Services rendered, monthly rates and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none">(a) Details of the time worked for each individual: the name, date, number of hours worked, and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request.(b) Any relevant details of the costs for Personnel on long-term assignment as may be requested by DFATD. Proof that the costs were actually incurred for the identified Personnel must be provided in a form acceptable to DFATD (e.g. boarding pass, lease, etc.).(c) Details of Reimbursable Expenses paid, including all information which supports the expenses.(d) For expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, “detailed information” means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.(e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.(f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice. <p>In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services, which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.</p>
6.7.3	<p>All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: <i>[insert address]</i></p> <p>and must indicate the following codes:</p> <ul style="list-style-type: none">Purchase order: <i>[insert number]</i>WBS Element: <i>[insert number]</i>GLAcct/ CC/ Fund: <i>[insert number]</i>Vendor: <i>[insert number]</i>Project number: <i>[insert number]</i>

III. Annexes

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

ANNEX A – BASIS OF PAYMENT

1. PERSONNEL		FIRM ALL-INCLUSIVE DAILY FEE, \$					SUB-TOTAL ESTIMATED COST
1.1 Personnel based in Canada or on short-term assignment in the Recipient Country		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Position A							
Position B							
Position C							
1.2 Personnel on long-term assignment in the Recipient Country		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Position D							
1.3 Local Professionals		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Position E							
Position F							
1.4 Additional Personnel and Contractors to be determined during Project implementation, including the mark-up rate of X%							
Sub-Total – Personnel FEES, \$							
1.5 OVERSEAS COSTS FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY		MONTHLY RATE					SUB-TOTAL
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Position D							
1.6 RELOCATION COST FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY		Mobilization			Demobilization		SUB-TOTAL
Position D							
Sub-Total – Overseas costs for Personnel on long-term assignment, \$							
2. Reimbursable Expenses							
a) Travel and living expenses							\$
b) Equipment purchase and transportation costs							\$
c) Communication costs							\$
d) Translation and reproduction costs							\$
e) Bank charges							\$
f) Cost of Local Support Staff							\$
g) Allowances for DFATD award students and trainees							NOT APPLICABLE \$
h) Expenses of counterpart personnel							\$
i) Field office expenses							\$
j) Training expenses							\$
Sub-Total – Reimbursable Expenses, \$							
CONTRACT AMOUNT, EXCLUDING APPLICABLE TAXES \$							

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

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

THERE IS NO SECURITY REQUIREMENT ASSOCIATED WITH THIS CONTRACT

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

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

[name of Member]

[Authorized representative]

Date [Month Day, Year]

[name of Member]

[Authorized representative]

Date [Month Day, Year]

For and on behalf of [name of Consultant]

[Authorized representative]

Date [Month Day, Year]

For and on behalf of DFATD

[Authorized representative]

Date [Month Day, Year]