



Request for Proposals (RFP): SEL.: 2020-P-000508-1

Procurement of Consulting and Professional Services

Project Title: Modernization of Peru's Civil Service Project
(MODSERV)

for

DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND
DEVELOPMENT
(DFATD)

RFP Closing Date: 2021-01-11

Closing time: 14:00 hrs Eastern Standard Time (EST)

Proposal Submission and Receipt Address

Bid Receiving Unit SGC e-mail address:

URP-BRU@international.gc.ca

DFATD Point of Contact

Olivier Charbonneau

Senior Officer, Contracting Services

Department of Foreign Affairs, Trade and Development

E-mail: Olivier.Charbonneau@international.gc.ca



TECHNICAL PROPOSAL SUBMISSION FORM – Bidder Information and Acceptance of Terms and Conditions

Bidders, including each Member if the Bidder is a consortium or joint venture, who submit a Proposal agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting Contract. By submitting a Proposal, a Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, certifies that:

- (a) it has read the Certifications included in Part 6 in their entirety and that it certifies its compliance with all the required certifications and information above as is without modifications, deletions or additions;
- (b) all the information presented has been verified to be true and accurate; and
- (c) it is not a government entity or government-owned enterprise in the Recipient Country.

[Guidance to Bidders: Each Member of a consortium or joint venture should submit a duly completed Technical Proposal Submission Form.]

Bidder Information	
Bidder Legal Name and Address	
Legal Status (<i>incorporated, registered, etc.</i>)	
Procurement Business Number (Revenue Canada) (PBN), if available at time of Proposal submission In the case of a consortium or joint venture, each Member should indicate their PBN.	
Governing Law of a Canadian Province or Territory, if different than Ontario	
Member in Charge Point of Contact (<i>name, title, telephone and e-mail</i>) Individual designated by the Bidder as a central point of contact for all matters pertaining to this RFP, including the provision of all information that may be requested.	
Contract – Individual Authorized to Sign the Contract (<i>name, title, telephone and e-mail</i>)	
Canadian Status	
Integrity Provisions	
(a) For corporate entities (including those bidding as joint ventures): names of all current directors or, for privately owned corporations, names of the owners of the corporation (b) For sole proprietors (including sole proprietors bidding as joint ventures): names of all owners	
Federal Contractors Program for Employment Equity	
I, the Bidder, by submitting the following information to the DFAFD point of contact, certify that the information provided is true as of the date indicated. 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 Contractor 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.	
Complete both A and B. Date: Click or tap to enter a date.	
A. Choose only one of the following: <ul style="list-style-type: none"> <input type="checkbox"/> A1 The Bidder certifies having no work force in Canada. <input type="checkbox"/> A2 The Bidder certifies being a public sector employer. <input type="checkbox"/> A3 The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act. <input type="checkbox"/> 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]). <input type="checkbox"/> A5 The Bidder has a combined workforce in Canada of 100 or more employees; and <ul style="list-style-type: none"> <input type="checkbox"/> A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. <input type="checkbox"/> A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. 	
B. Choose only one of the following: <ul style="list-style-type: none"> <input type="checkbox"/> B1 The Bidder is not a consortium or a joint venture. <input type="checkbox"/> B2 The Bidder is a consortium or a joint venture. 	



Former Public Servant in Receipt of a Pension	
(a) Is the Bidder a FPS in receipt of a pension as defined in 6.2.5?:	
If answered yes to question (a), the Bidder must provide: <ul style="list-style-type: none"> - Name of Former Public Servant - Date of termination of employment or retirement from the Public Service 	
(b) Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?	
If answered yes to question (b), the Bidder must provide the following information: <ul style="list-style-type: none"> - Name of Former Public Servant - Conditions of the lump sum payment incentive - Date of termination of employment - Amount of lump sum payment - Rate of pay on which lump sum payment is based - Period of lump sum payment including start date, end date and number of weeks - Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program 	
Indigenous Firm	
Status of the Bidder	
<p>If the Bidder is subject to the Indigenous Supplier Incentive, please complete the following statement:</p> <p>I/We hereby certify that _____ (names of individuals or firms who act as Personnel, Local Support Staff and/or Contractors) is an/are Indigenous firm(s) or individual(s) as defined in 6.2.7 and that _____ (insert value of Indigenous 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-responsive, or in any action that DFATD may consider appropriate. I/We all certify that I/we am/are in compliance with the above requirements.</p>	

Offer to: Department of Foreign Affairs, Trade and Development

We hereby offer to provide to Canada, as represented by the Minister for International Development acting through the Department of Foreign Affairs, Trade and Development, in accordance with the terms and conditions set out herein, the goods, Services or both detailed herein and on any attached sheets.

Each Proposal should include a copy of this page properly completed by the RFP Closing Date or upon request from the DFATD point of contact.



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PART 1 – GLOSSARY

Unless the context otherwise requires, the following terms whenever used in this RFP and 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) as well as any local taxes (including but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) applicable in the jurisdiction where the Services are delivered or performed.
- (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 Canadian 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) **“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 or its Subcontractors.
- (d) **“Canada”, “Crown”, “Her Majesty” or “the Government”** 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.
- (e) **“Contractor”** means the person, entity or entities named in the Contract to supply goods, Services or both to DFATD.
- (f) **“Contract”** means the written agreement between the Parties, which includes the General Conditions (GC), Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (g) **“Contracting Authority”** means the person designated by that title in the Contract, or by notice to the Contractor, to act as DFATD's representative to manage the Contract.
- (h) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (i) **“Evaluation Team”** means a team is composed of representatives of Canada and may also include representatives of the Recipient Country and other external suppliers established by DFATD to evaluate the Proposals.
- (j) **“GETS”** means Canada's Government Electronic Tendering Services <https://buyandsell.gc.ca/>.
- (k) **“Local Support Staff”** means the following positions in the Recipient Country:
 - (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.

For the purpose of this RFP and resulting Contract, the following positions are also acceptable under the Local Support Staff:

- (l) **“Member”** means any of the persons or entities that make up the consortium or joint venture; and **“Members”** means all these persons or entities.
- (m) **“Member in Charge”** is the Member authorized to act on behalf of all other Members. Any communication between DFATD and the Member in Charge is deemed to be communication between DFATD and all other Members.
- (n) **“Party”** means DFATD, the Contractor, or any other signatory to the Contract, and **“Parties”** means all of them.
- (o) **“Personnel”** means any person or entity engaged by any means by the Contractor and assigned to perform professional, technical and/or administrative Services under the Contract.
- (p) **“Proposal”** means the technical and financial proposals submitted by a Bidder.
- (q) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Terms of Reference.
- (r) **“RFP Closing Date”** means the date and time specified on page 1 of the RFP or any extension to this date by which a Bidder's Proposal must be submitted.
- (s) **“Services”**, unless otherwise expressed in the Contract, means everything that has to be delivered or performed by the Contractor to meet its obligations under the Contract, including everything specified in Annex B, Terms of Reference, to the Contract.



- (t) **“Subcontractor”** means a person or entity or entities contracted by the Contractor to perform specific Services, through the use of an individual resource(s), that the Contractor is required to provide under the Contract. The Subcontractor is part of the Personnel.
- (u) **“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 Part 8, Resulting Contract, clause 1.8.
- (v) **“Third Party”** means any person or entity other than DFATD, the Contractor, and any other signatory.



PART 2 – BIDDER INSTRUCTIONS

The definitions that apply against this RFP and resulting Contract can be found in Part 1, Glossary.

2.1 Introduction

The purpose of this RFP is to select a Contractor to provide the Services and enter into the resulting Contract. Bidders are invited to submit a technical proposal and a financial proposal in response to this RFP. The selected Bidder will be required to provide all Services, as detailed in Annex B of Part 8, Terms of Reference.

a) Bidders Conference

Bidders conference will be held	<p>YES</p> <p>Date: 2020-12-14 Time: 2PM to 4PM Location: Microsoft TEAMS. A link to the Conference will be sent, via email, to participants who have confirmed their attendance.</p>
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The scope of the requirement outlined in the RFP will be reviewed during the conference and questions will be answered. It is recommended that Bidders who intend to submit a Proposal attend or send a representative. Bidders are requested to communicate with the DFATD point of contact before the conference to confirm attendance. Bidders should provide, in writing, to the DFATD point of contact, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 2020-12-10. Any clarifications or changes to the RFP resulting from the Bidders' conference will be included as an amendment to the RFP. Bidders who do not attend will not be precluded from submitting a Proposal.

2.2 Governing Law

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

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 the Technical Proposal Submission Form. If no substitution is made, the Bidder acknowledges that the governing law in the province of Ontario is acceptable to the Bidder.

Bidders must operate and perform the Services in compliance with all applicable local laws, codes and regulations that govern and regulate their business.

2.3 Bidder's Eligibility

2.3.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.

All Members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.

This RFP is limited to Canadian individuals and entities as described in Part 6, Certifications and Additional Information.	YES
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2.3.2 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by DFATD, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a consortium or joint venture.

2.3.3 Ineligibility of Government Entities or a Government-Owned Enterprise

A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise in the Recipient Country.

2.3.4 Ineligibility – Multiple Proposals From the Same Bidder

DFATD reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single Bidder or a joint venture. DFATD reserves the right to:

- i. Reject any or all of the bids submitted by a single Bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process; or
- ii. Reject any or all of the bids submitted by a single Bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to DFATD.



2.4 Proposal Validity

A Proposal must remain valid and open for acceptance for a period of 180 days after the RFP Closing Date

Proposals will remain open for acceptance for a period of no less than the period indicated above. DFATD reserves the right to seek an extension of the Proposal validity period from all responsive Bidders in writing, within a minimum of 3 days before the end of the Proposal validity period. If the extension is accepted by all responsive Bidders, DFATD will continue with the evaluation of the Proposals. If the extension is not accepted by all responsive Bidders, DFATD will, at its sole discretion, either continue with the evaluation of the Proposals of those who have accepted the extension or cancel the RFP. 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 the requirements in Part 3 – Evaluation Procedures and Basis of Selection and Part 6 – Certifications and Additional Information.

2.5 Communications During RFP Solicitation Period

Except when responding to DFATD's request to provide additional information, from RFP posting to the time the Contract is awarded, Bidders must not contact DFATD, except the DFATD point of contact, on any matter related to their Proposal. In addition, any effort by a Bidder to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidder's Proposal.

Bidders may request a clarification of any of the RFP elements no later than seven (7) days before the before the RFP Closing Date. Requests received after that date may not be answered.

Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing only to the DFATD point of contact. Communication with other DFATD representatives may result in rejection of the Proposal.

If, in DFATD's opinion, a request for clarifications affects the RFP or Proposal preparation, 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.

2.5.1 Request for Extension

A request for an extension of the RFP Closing Date will only be considered if it is received no later than seven (7) days before the RFP Closing Date, in writing, by the DFATD point of contact. The revised RFP Closing Date, if granted, will be published on GETS approximately five (5) days before the current RFP Closing Date.

2.6 Proposal Preparation

2.6.1 Proposal Preparation Cost

No payment will be made for costs incurred for the preparation and submission of a Proposal in response to this RFP. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

2.6.2 General Proposal Preparation Instructions

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.

Availability of Additional Documentation

Additional documentation is available	NO
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Official Languages

Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, will be written in one of the official languages of Canada (English or French).

Proposal Packaging

Bidders are requested to submit their Proposal by e-mail in separate attachments in a non-editable format such as Adobe (*PDF). Separate attachments include "TECHNICAL PROPOSAL", "FINANCIAL PROPOSAL" and, if required "FINANCIAL STATEMENTS" and should each be named as such, followed by the RFP reference number (SEL number) and Bidder's name. DFATD requests that, as a minimum, the same information appear on the first page of each attachment.

Formatting

DFATD requests that Bidders follow the format instructions described below in the preparation of their bid:

- Use a numbering system corresponding to that of the bid solicitation;
- The size of the e-mail, including all attachments should not exceed 20MB, otherwise DFATD may not receive it. Should the e-mail exceed this size, Bidders are encouraged to compress files before attaching them to the e-mail.

It is important to note that e-mail systems can experience transmission delays, block e-mails that exceed its size limit and block or delay e-mails that contain elements such as scripts, formats, embedded macros and/or links. Such emails may be rejected by DFATD's e-mail system and/or firewall(s) without notice to the Bidder or to DFATD.

- Bidders should format their Proposal using an 8.5 x 11 inch or A4 paper size and a font size equivalent to Arial 10 or Times New Roman 11 throughout their Proposal.



2.7 Submission and Receipt of Proposals

Proposals must be submitted electronically to the e-mail address specified on the cover page of the RFP. DFATD will not assume any responsibility for Proposals sent to an e-mail address other than the one stipulated on the first page of the RFP and any such Proposals will not be accepted. DFATD requests that, as a minimum, the RFP reference number (SEL number) and Bidder's name be clearly indicated in the e-mail subject line. For electronic submissions involving multiple e-mails, it is recommended that the e-mails be numbered and that the total number of e-mails sent in response to the RFP be indicated as well.

It is the Bidder's responsibility to:

- a. Obtain clarification of the requirements contained in the RFP, if necessary, before submitting a Proposal;
- b. Prepare its Proposal in accordance with the instructions contained in the RFP;
- c. Submit a complete bid by the closing date and time specified on the cover page of this RFP;
- d. Send its Proposal only to the e-mail address specified on the cover page of this RFP;
- e. Ensure its Proposal was received by DFATD;
- f. Ensure that the Bidder's name, RFP solicitation number, Project Title and RFP closing date are clearly visible on the first page of each attachment of the Proposal; and
- g. Provide a comprehensive and sufficiently detailed Proposal, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.7.1 Late Proposals

DFATD will not consider and delete Proposals received after the RFP closing date and time specified on the cover page of the RFP. Late Proposals submitted using other means than the Bid Receiving Unit - SGC e-mail address specified on the cover page of this RFP will not be considered.

2.7.2 Proposals Received on or Before the RFP Closing Date

With the exception of paragraph 2.7.3, all Proposals received on or before the RFP Closing Date will become the property of DFATD. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the *General Records Disposal Schedule of the Government of Canada*.

2.7.3 Withdrawal or Modification of Proposal

Prior to the RFP Closing Date, a Bidder may withdraw or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice by e-mail to the Bid Receiving Unit - SGC address specified on the cover page of this RFP, duly signed by the person authorized to sign on behalf of the Bidder. If the Bidder is modifying its Proposal, the modified Proposal must be attached to the written notice. The written notice, together with the modified Proposal, if applicable, must be:

- a) submitted in accordance with paragraph 2.7. In addition, Bidders are requested to clearly identify "WITHDRAWAL," or "MODIFICATION" in the e-mail subject line, followed by the RFP reference number (SEL number) and Bidder's name, and, if applicable, on the first page of each document modified or withdrawn. and
- b) received by DFATD prior to the RFP Closing Date.

2.7.4 Request for Withdrawal of Proposal

A Proposal that is requested to be withdrawn in accordance with paragraph 2.7.3 will be deleted.



PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION

3.1 Evaluation Procedures

Except as otherwise specified in the 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.

Bidders are advised that Proposals received as a result of this RFP will be evaluated by an Evaluation Team.

The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, as specified in Part 4, paragraph 4.5.

DFATD reserves the right to:

- (i) reject any or all Proposals received in response to the RFP;
- (ii) enter into negotiations with Bidders on any or all aspects of their Proposals;
- (iii) accept any Proposals in whole or in part without negotiations;
- (iv) cancel the RFP at any time;
- (v) reissue the RFP;
- (vi) 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
- (vii) negotiate with the sole compliant Bidder to ensure best value to DFATD.

3.2 Mandatory Procedural Requirements

There are mandatory procedural requirements associated with this RFP as detailed in Annex 1 of Part 3, Bidder's Checklist. If those procedural requirements are not met at bid closing, DFATD will notify the Bidder, that they are required to meet them within a specific timeline specified in the notification by DFATD. Once notified, any Bidder that fails to meet any mandatory procedural requirement within the timeline specified by DFATD will be informed by DFATD that their Proposal will be considered non-responsive and that it will be given no further consideration. Only requirements identified in the RFP 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.

3.3 Basis of Selection

The selection will be based on the highest responsive combined rating of technical score and price.

If Indigenous direct hiring and/or Contractors are proposed, Bidders will be awarded an Indigenous Supplier Incentive Score (which represents 5 percent of total evaluation points) after technical and financial proposals are evaluated.

The Bidder whose Proposal obtained the highest combined technical and financial score *and Indigenous Supplier Incentive (if applicable) score*, may be recommended for Contract award unless there is less than a 1% difference in scores between that Bidder and a lower ranked Bidder. In such a case, the Bidder with the lowest financial proposal may be invited to negotiate.

3.4 Clarification of Proposals by DFATD

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;
- (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.

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.

3.5 Rights of DFATD During Evaluation

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) Consider the total, in instances where there is an error corresponding to the addition or subtraction of sub-totals in a total;
- (c) In instances where there is discrepancy between word and figures, consider the word used; and



- (d) Give a score of zero to the financial proposal, in cases where the financial proposal does not reflect the technical proposal.

At the end of the evaluation process, the DFATD point of contact will advise the Bidder of the actions, if any, taken, in accordance with 3.5. A Bidder that disagrees may withdraw its Proposal.

3.6 Negotiation

DFATD reserves the right to enter into negotiation with the Bidder recommended for Contract award.

DFATD will determine when negotiations will occur, based on as and when needed basis. In the event of negotiations, a time limit may be imposed to ensure that negotiations are conducted effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's will be given no further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.

3.7 Replacement of Resource or Personnel Prior to Contract Award

The Bidder must ensure that, should it be awarded a Contract as a result of the bid solicitation, every individual proposed in its Proposal will be available to perform the Services as required by DFATD's representatives and at the time specified in the Proposal solicitation or agreed to with DFATD's representatives. If for reasons beyond its control, the Bidder is unable to provide the Services of an individual named in its Proposal, the Bidder must propose a substitute with similar qualifications and experience. Failure to do so could result in the Proposal being rejected. The replacement will be evaluated against the original evaluation criteria specified in Part 4, 4.5, Technical Evaluation Criteria. The Bidder must advise the DFATD Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity or parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. DFATD reserves the right to request from the Bidder that an adequate replacement be provided within a specific timeline. Failure to meet such requirement could result in the Proposal being rejected and DFATD entering into negotiations with the next highest-ranking Bidder.

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, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.

For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account.

3.8 Conditions of Contract Award

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.

- (i) Demonstrate financial capability as directed in Part 7, 7.2
- (ii) Have a valid Procurement Business Number (PBN)
- (iii) Meet the Security Requirements as directed in Part 7, 7.1
- (iv) Demonstrate capacity to procure insurance as directed in Part 7, 7.3
- (v) Demonstrate capacity to obtain Irrevocable Standby Letter of Credit (ISLC) as directed in Part 5, 5.3.9.
- (vi) Provide official certification as to the Indigenous status of Personnel and Contractors (if applicable) as directed in Part 6, 6.2.7
- (vii) Demonstrate M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec (L.R.Q., chapter M-30), (if applicable), as directed in Part 6, 6.2.8
- (viii) Meet the requirement of the Integrity Provisions as directed in Part 6, 6.1.2

3.9 Notification of Contract Award

After completing negotiations, if applicable, and awarding the Contract to the selected Bidder, DFATD will publish the award of the Contract on GETS and on the DFATD website and, in the case of international requirements, on the Development Assistance Committee of the Organization for Economic Cooperation and Development (OECD/DAC) website, and whenever possible, the official gazette of the Recipient Country.

3.10 Debriefing of Unsuccessful Bidders

Bidders may make a written request to DFATD to receive a debriefing (in person, by teleconference/videoconference or in writing) on the strengths and weaknesses of their own Proposal and to receive the marks obtained for each of the technical components contained in the evaluation grid, for the financial component and for the Indigenous Supplier Incentive. All costs related to oral debriefings conducted in person or by teleconference/videoconference, including but not limited to communication and/or transportation costs, are the responsibility of the Bidder.

Bidders may also request the name(s) of the successful Bidder(s) and the overall total marks obtained by the successful Bidder(s) for the technical components listed in Part 4, 4.5 Technical Evaluation Criteria, for the



financial component, and for the Indigenous Supplier Incentive (if applicable). Where the request involves a Bidder who is an individual, some information may qualify under the *Privacy Act*.

Should debriefings and information discussions not provide sufficient information to address a Bidder's issues and concerns, the Bidder should refer to the [Internal Review Mechanism \(IRM\)](#) prior to considering external recourse mechanisms. Complaints should be submitted using the [IRM Enquiry Form](#).



Annex 1 – Bidders Checklist

1. Mandatory Procedural Requirements

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

Mandatory Procedural Requirements	✓
The Proposal validity is 180 days after the closing date of the RFP.	
The Bidder has submitted only one Proposal in response to this RFP. (Part 2, 2.3.4)	
The Proposal is submitted to the e-mail address: URP-BRU@international.gc.ca	
The Proposal is received by DFATD no later than the RFP Closing Date indicated on the front page of the RFP.	
The Bidder or, in case of a consortium or joint venture, each Member of consortium or joint venture complies with the certifications of Part 6 from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications.	
The Bidder has demonstrated compliance with each of the mandatory evaluation criteria, if any, specified in Part 4, 4.5, Technical Evaluation Criteria.	
No information related to fees and costs for Personnel on long-term assignment appears in the technical proposal.	
Financial tables are provided with the Proposal and contain no changes to the pricing basis (Part 5, 5.3).	
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 DFATD point of contact specified on the front page of this RFP, 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 Part 2, paragraph 2.5).	
The Bidder complies with the conditions of Contract award stated in Part 3, 3.8	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in Part 3, 3.7.	

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 Bidder, or, in the case of a consortium or joint venture, each Member of a consortium or joint venture, completed a Technical Proposal Submission Form?	
Has the technical proposal used the headings and numbering system detailed in Part 4, 4.5 Technical Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in Part 4, paragraph 4.4.1?	
Has the Bidder submitted its Proposal respecting the maximum e-mail size limit and content consideration as indicated in paragraph 2.6.2?	
Does the subject line of the email include, at a minimum, the RFP reference number (SEL number) and the Bidder's name?	
Has the Proposal been prepared using the paper format 8.5" X 11" or A4 paper and is the font size at least equivalent to Arial 10 or Times New Roman 11?	



Has the electronic file for the technical proposal and its first page been clearly identified as "TECHNICAL PROPOSAL", followed by the RFP reference number (SEL number), and the Bidder's name as indicated in 2.6.2?	
Has the electronic file for the financial proposal and its first page been clearly identified as "FINANCIAL PROPOSAL", followed by the RFP reference number (SEL number), and the Bidder's name as indicated in 2.6.2?	
If requested, have financial statements been submitted as a separate electronic file clearly marked "FINANCIAL STATEMENTS", followed by the RFP reference number (SEL number), and the Bidder's name as indicated in 2.6.2?	
If required, has an Integrity Declaration Form been submitted and mailed directly to PWGSC, in accordance with Part 6, paragraph 6.1.2?	
Have the technical and financial proposals and, if requested, the financial statements been submitted by e-mail in separate attachments in a non-editable format such as Adobe (*PDF), as indicated in 2.6.2?	
Have the Proposal withdrawal and/ or modification, if any, been done as per Part 2, paragraph 2.7.5?	
Technical Proposal	
In case of a consortium or joint venture, has the Member in Charge been identified in the Technical Proposal Submission Form.	
Has the Bidder completed and provided information as per Technical Forms?	
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 Part 4, 4.5 Technical Evaluation Criteria?	
Financial Proposal	
If Indigenous direct hiring and/ or subcontracting is proposed, has the Bidder completed Table 5 of Part 5?	
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 Table 3 of Part 5?	
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?	



PART 4 – TECHNICAL EVALUATION

4.1 Technical Proposal

In their technical proposal, Bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and experience and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical proposal should address clearly and in sufficient depth the mandatory and rated criteria specified below, 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, etc.), to demonstrate their capability. Not addressing a mandatory criteria will result in non-compliance. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.

4.2 Mandatory Evaluation

Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in 4.5 below. Any Proposals not meeting the mandatory evaluation criteria will be declared non-responsive.

4.3 Rated Evaluation Criteria

Proposals that comply with all the mandatory evaluation criteria will be evaluated based on the rated criteria as specified in Part 4.5. Any Proposals not meeting the minimum required technical score required for the rated criteria, as stated in 4.4.3 below, will be considered non-responsive and will not be further evaluated and the financial proposal will not be considered.

4.4 Evaluation Grid Instructions for Mandatory and Rated Criteria

Mandatory and point rated technical evaluation criteria are detailed in 4.5 below.

4.4.1 Cross-referencing

Cross-referencing is recommended.	YES
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Bidders are requested to submit their technical proposals using the headings and numbering system detailed in 4.5 below. If specified above, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraphs and page numbers in different sections of their Proposals where the subject topic has already been addressed.

4.4.2 Page Limits

Where specified in the evaluation criteria under 4.5 Technical Evaluation Criteria, Bidders should 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. 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.

4.4.3 Scoring

Maximum points for the technical proposal	800 points or 80 percent of total 1,000 points possible
Passing mark for technical proposal	560 points or 70% percent



4.5 Technical Evaluation Criteria

Guidance to Bidders

Instructions to Bidders:

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, unless otherwise indicated.

For the purpose of the Rated Evaluation Criteria, the following applies:

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

“**Capacity Development**” 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-development are seen as complementary.

“**Developing Countries, Low Income, Lower Middle Income, Upper Middle Income**” relates to the table found in the following link and which will be used for this evaluation. “Least developed countries” will be excluded for this evaluation.

http://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/DAC_List_ODA_Recipients2018to2020_flows_En.pdf

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

“**Integrated Approach**” refers to a holistic and comprehensive planning and management approach, to ensure that all factors, which are significant to the Project components such as organizational management, policy development, human resources, finance and communications, are addressed. Consequently, all activities and inputs regarding those components are integrated and coordinated with each other.

“**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.

“**Latin America**” for the purpose of this evaluation, refers only the following countries; Argentina, Brazil, Bolivia, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru and Uruguay.

“**Multi-service Approach**” refers to an approach that involves a variety of services, such as Organizational Review (Assessment and Discovery), Strategy Development and Implementation, Portfolio Management, Project/Program Management, Change Management, Organizational Design and Development, Organizational Alignment and Business Process Optimization. In order to be considered, the Multi-service Approach must include at least three different services.

“**Project**” is defined as a contract signed individually or in a consortium, or a contribution agreement in which 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.

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

“**Similar Size, Scope and Complexity**” means a Project that provided Technical Assistance to a government administration at the national level with (i) a contract value of CAD\$5 million or more, (ii) a duration of four (4) years or more and (iii) involved two (2) Types of Stakeholders or more.

“**Sustainability**” means:

- Incorporating economic, social and environmental principles into project delivery to meet the current needs of the stakeholders and achieve the long-term results;



- Provision of deliverables by immediate outcome level, which will enable the stakeholders to inherit a stock of skills or products that are greater than what they had previously and that will provide them with potential for long-term productivity;
- Incorporation of mechanisms at different levels to build local buy-in and commitments to changing approaches to preventing corruption and managing ethics and integrity in the public sector.

“**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 Development 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 organizations, Public Service Unions, and consumers’ advocacy groups.

The Bidder’s proposed individual must have acquired and completed all academic qualifications before the RFP Closing Date and must have acquired all professional experience within fifteen (15) years before the RFP Closing date. No points will be awarded if the academic qualifications and professional experience were acquired outside the specified dates.

The following rating scales will be used for the evaluation criteria, where indicated:

Rating scale 1: Used for Category 1: Bidder’s Experience and Category 3: Proposed Personnel

RATING	CONSIDERATIONS
Not demonstrated	Experience provided by the bidder: a. demonstrates a poor understanding of the requirement b. provides insufficient details to demonstrate the required experience c. does not meet the criterion or is not relevant
Partially demonstrated	Experience provided by the bidder: a. demonstrates some understanding of the requirement, with significant gaps b. provides few details to demonstrate the required experience c. is not very relevant and responds to only some elements of the criterion
Well demonstrated	Experience provided by the bidder: a. demonstrates a good understanding of the requirement with few gaps b. provides sufficient details to demonstrate most of the required experiences c. is relevant and meets most elements of the criterion
Fully demonstrated	Experience provided by the bidder: a. demonstrates an excellent understanding of the requirement b. provides clear and comprehensive details to fully demonstrate the required experience c. is relevant and meets all elements of the criterion

Rating scale 2: Used for Category 2: Proposed methodology

RATING	CONSIDERATIONS
Not demonstrated	The approach proposed by the bidder: a. demonstrates a poor understanding of the requirement b. presents risks or weaknesses that lead to a high probability of failure in carrying out the project c. is not effective or efficient d. is not relevant e. does not take into account project risks as defined in the ToR
Partially demonstrated	The approach proposed by the bidder:



	<ul style="list-style-type: none">a. demonstrates some understanding of the requirement, with significant gapsb. contains significant risks or weaknesses, or a number of minor risks or weaknessesc. is not very effective or efficientd. is not very relevante. does not include a mitigation strategy for the risks identified in the ToR or the mitigation strategy is neither realistic nor feasible
Well demonstrated	<p>The approach proposed by the bidder:</p> <ul style="list-style-type: none">a. demonstrates a good understanding of the requirement with few gapsb. presents minor risks or weaknessesc. is effective and efficientd. is relevante. addresses the risks defined in the ToR by presenting a realistic and feasible risk mitigation strategy
Fully demonstrated	<p>The approach proposed by the bidder:</p> <ul style="list-style-type: none">a. demonstrates an excellent understanding of the requirementb. does not present any risk or weaknessc. is very effective and efficient, demonstrating innovation or the incorporation of lessons learnedd. is relevant and innovativee. takes into account the risks identified in the ToR, identifies additional risks, and includes a realistic and achievable risk mitigation strategy



Evaluation Criteria	
CATEGORY 1: Bidder's Experience	Score
<p>EXPERIENCE OF THE BIDDER:</p> <p>Where the proposed Projects described have been carried out by a consortium or joint venture, the Bidder should clearly specify which of the members of that consortium or joint venture were responsible for the management and implementation of the Projects cited as examples.</p> <p>To be deemed eligible the Project has to:</p> <ul style="list-style-type: none"> • Have a start date within the last fifteen (15) years before the Request for Proposals (RFP) Closing Date; and • Be at least seventy-five percent (75%) completed in terms of Project duration, in months, at the Request for Proposals (RFP) Closing Date. <p>If a Project presented in the proposal does not meet the two above-mentioned criteria, the Project will be deemed ineligible, and no points will be awarded.</p>	
<p>R.1</p>	<p>Technical Assistance experience to National government administration – maximum of 160 points</p> <p>Using FORM 1 “Bidder’s Experience”, the Bidder should propose two (2) Projects, of Similar Size, Scope and Complexity as described in Annex B, Terms of Reference, Part 1 Project Description.</p> <p>A maximum of four (4) pages per Project may be submitted for this requirement.</p> <p>Each Project will be rated for a maximum of 80 points per Project.</p>
	<p>R1.1 Project of Similar Size, Scope and Complexity: Maximum of 130 points - up to 65 points per Project, rated as follows:</p> <p>a. Total Value of the Project - up to 5 points</p> <ul style="list-style-type: none"> • Less than five (5) million CAD - 0 points • Project of five (5) million CAD to less than ten (10) million CAD - 1 point • Project of ten (10) million CAD to less than fifteen (15) million CAD - 3 points • Project of fifteen (15) million CAD or more - 5 points <p>b. Duration of the Project - up to 5 points</p> <ul style="list-style-type: none"> • Less than four (4) years - 0 points • Four (4) years to less than six (6) years - 1 point • Six (6) years to less than eight (8) years - 3 points • Eight (8) years or more - 5 points <p>c. Geographic location of the Project - up to 5 points</p> <ul style="list-style-type: none"> • Low Income Countries (excluding Latin America) - 0 points • Lower Middle Income Countries (excluding Latin America) - 1 point • Upper Middle Income Countries (excluding Latin America) - 3 points • Latin America - 4 points • Peru - 5 points <p>d. Types of Stakeholders – up to 5 points</p> <p>The Bidder should demonstrate that the proposed Project included participation of different Types of Stakeholders.</p> <ul style="list-style-type: none"> • Less than two (2) Types of Stakeholders - 0 points • Two (2) Types of Stakeholders - 2 points • Three (3) Types of Stakeholders - 3 points • Four (4) or more Types of Stakeholders - 5 points <p>e. Integrated Approach – up to 20 points</p> <p>The Bidder should demonstrate that the proposed Project used an Integrated Approach that focused on modernizing several components of government administration, in accordance with the proposed Projects’ expected results. Components of Government Administration could include, but are not limited to: policy development, human resources, organizational management, planning budget and communications.</p> <p>i. Number of components - up to 5 points</p> <ul style="list-style-type: none"> • One (1) point will be awarded per component that has been modernized (up to 5 components) <p>ii. Modernization activities - up to 10 points</p>
	/130



For each of the components considered under R1.1 (e (i)), the Bidder should provide a narrative demonstrating the activities undertaken to successfully modernize each component and achieve the expected results; The narrative for each component will be rated based on the following scale (up to 2 points per component, maximum of 5 components):

- Not demonstrated – No details or explanation provided: 0 points
- Very well demonstrated - Acceptable and adequate explanation: 1 point
- Fully demonstrated - Excellent and in-depth and specific explanation: 2 points

iii. Five (5) points will be awarded if the Project focused on the modernization of a Human Resource Management System at the national level.

f. Capacity Development Activities– up to 6 points

The Bidder should demonstrate that the proposed Project included Capacity Development activities in various areas, such as but not limited to:

- Policy development;
- Human resources;
- Finance;
- Strategic planning;
- Organizational Management;
- Cross-cutting themes (such as gender equality and empowerment, inclusion and the environment);
- Communication.

One (1) point will be awarded for each area demonstrated.

g. Implementing training methods for Senior Management – up to 5 points

The Bidder should demonstrate that the proposed Project included the implementation of training methods such as “learning by doing”, “mentoring”, or “peer to peer coaching”, targeting Senior Management.

- Less than two (2) methods implemented - 0 points
- Two (2) to four (4) methods implemented - 3 points
- More than four (4) methods implemented - 5 points

h. Results Based Management Tools – up to 6 points

The Bidder should describe how each of the following Results Based Management (RBM) tools (or equivalent) were used in the proposed Project:

- Logic Model
- Performance Management Framework
- Risk Register

For each tool described, up to two (2) points will be awarded using the scale below:

- Not demonstrated – No details or explanation provided: 0 points
- Well demonstrated – Acceptable and adequate explanation: 1 point
- Fully demonstrated – Excellent and in-depth and specific explanation: 2 points

i. Multi-Service Approach – up to 8 points

The Bidder should demonstrate how it used a Multi-service Approach on the proposed Project in order to integrate various activities related to the modernization of a national government administration. The Bidder should include in its description details of all the steps completed within each of the following four (4) activities, to ensure integration:

- Diagnosis;
- Planning;
- Implementation; and
- Sustainability.

For each activity, up to two (2) points will be awarded using the scale below

- Not demonstrated - No details or explanation provided: 0 points
- Well demonstrated - Acceptable and adequate explanation: 1 point
- Fully demonstrated - Excellent and in-depth and specific explanation: 2 points



<p>R1.2 Gender Equality Strategy – Maximum of 18 points - up to 9 points per Project:</p> <p>The Bidder should describe the proposed Project’s Gender Equality (GE) strategy, using the following elements:</p> <ul style="list-style-type: none"> • Description of the strategy • Implementation of the strategy • Monitoring of the strategy <p>For each element, up to three (3) points per element will be awarded using the scale below:</p> <ul style="list-style-type: none"> • Not demonstrated – No details or explanation provided: 0 points • Well demonstrated - Acceptable and adequate explanation: 2 points • Fully demonstrated - Excellent and in-depth and specific explanation: 3 points 	/18
<p>R1.3 Personnel – Maximum of 12 points - up to 6 points per Project</p> <p>The Bidder should demonstrate that the proposed Project included at least one (1) of the Personnel proposed by the Bidder in its proposal in "<i>Category 3. Proposed Personnel</i>" to participate in the MODSERV Project.</p> <ul style="list-style-type: none"> • One (1) personnel - 4 points • Two (2) or more personnel - 6 points 	/12
TOTAL FOR CATEGORY 1 (R1): Bidder’s Experience (R1.1+R1.2+R1.3)	/160

CATEGORY 2: Proposed Methodology		
R.2	<p>Proposed Methodology – maximum of 115 points</p> <p>The Bidder should demonstrate its ability to analyze risks and mitigation measures to ensure Sustainability, strengthening GE and mainstreaming of human rights issues during the implementation of the MODSERV Project.</p> <p>A maximum of three (3) pages may be submitted for this requirement.</p> <p>R2.1 Capacity to analyze risks and establish corresponding mitigation measures - maximum 40 points</p> <p>Using FORM 3 “Risk Register” the Bidder should choose and analyze four (4) of the seven (7) risks identified in Annex B, Terms of Reference, Part 1, Project Description, sub-section 5 - Risks. The Bidder should describe the consequences and propose a mitigating measure for each of these four (4) risks.</p> <p>For each of the four (4) risks identified, the Bidder should - up to 10 points per risk</p> <ol style="list-style-type: none"> a. Thoroughly describe the consequences of the risk that may occur in the Project (2 points per relevant consequence, up to 3 consequences per risk for a maximum of 6 points). b. Propose and describe a relevant risk mitigation measure (4 points). <p>Relevance for a) and b) will be assessed in terms of its relationship to the four (4) risks chosen and analyzed and the likelihood of the proposed mitigation measure of reducing and mitigating the risk in question.</p> <p>R2.2 Sustainability Strategy – maximum of 30 points</p> <p>The Bidder should provide a detailed description of its proposed approach to ensure Sustainability of the Civil Service Reform (CSR) after the end of the Project.</p> <p>The approach should include, as a minimum*:</p> <ol style="list-style-type: none"> a. At least two (2) proposed measures that will be taken into account during Project implementation; and b. At least two (2) suggested measures that should be implemented within the organization of SERVIR to consolidate the implementation of a gender-sensitive and inclusive Human Resources Management System HRMS within SERVIR and across all three levels of government. 	<p>/40</p> <p>/30</p>



	<p>The Bidder should identify and demonstrate how each of the proposed measures will ensure Sustainability, maximum of five (5) points will be awarded per measure, for maximum of 30 points</p> <p>i. Identification of the measures – maximum of 6 points</p> <ul style="list-style-type: none"> • One (1) point will be awarded per relevant measure identified – maximum of six (6) measures <p>ii. Description of how the measure will ensure Sustainability - up to 24 points</p> <ul style="list-style-type: none"> • Each measure identified under R2.2 (i), will be rated based on the following scale - up to 4 points per measure, maximum of six (6) measures • Not demonstrated - No details or explanation provided: 0 points • Partially demonstrated - Incomplete or limited explanation: 1 point • Very well demonstrated - Acceptable and adequate explanation: 3 points • Fully demonstrated - Excellent and in-depth and specific explanation: 4 points <p>* Should the Bidder not propose a minimum of 2 measures each for point a and b, no points will be awarded for this criterion.</p>	
	<p>R2.3 Identification of Gender Equality Issues – maximum of 30 points</p> <p>The Bidder should describe up to three (3) GE issues relating to the conditions and constraints of women working in the public sector in Peru, as well as women seeking employment in the public sector in Peru.</p> <p>For each identified issue, the Bidder should describe its relevancy to the MODSERV Project and the steps that will be taken in order to address and mitigate the socio-economic impacts of the issue.</p> <p>For each identified GE issue, points will be awarded for the following elements, up to 10 points per issue:</p> <ul style="list-style-type: none"> • Description of the issue as relevant to the MODSERV Project - 2 points • Description of two (2) measures taken to address and mitigate the socio-economic impacts of the issue - 4 points for each measure, for a maximum of 8 points per issue 	/30
	<p>R2.4 Strategy for mitigation of inclusion issues – maximum of 15 points</p> <p>The Bidder should identify three (3) inclusion issues relevant to the MODSERV Project, such as aboriginal rights or rights of people with disabilities, and the mitigation of the socio-economic impacts of each issue.</p> <p>For each identified inclusion issue, points will be awarded for the following elements maximum of 5 points per issue:</p> <ul style="list-style-type: none"> • Description of the issue and its relevance to the MODSERV Project - 2 points • Description of three (3) measures taken to address and mitigate the socio-economic impacts of the issue - 1 point for each measure, for a maximum of 3 points per issue 	/15
Total Requirement R.2 (R2.1+R2.2+R2.3+R2.4)		/115
R.3	<p>Project Management and Implementation Strategy – maximum of 80 points</p> <p>The Bidder should submit its proposed Project Management and Implementation Strategy, demonstrating how the strategy adequately addresses the challenges of the MODSERV Project, including best practices and quality monitoring that will be incorporated into this Project.</p> <p>A maximum of three (3) pages may be submitted for this requirement.</p> <p>R3.1 The Project Management and Implementation Strategy should include, as a minimum, the following: – maximum of 50 points, rated as follows:</p> <p>a. Approach to engaging and managing relationships with stakeholders– maximum of 10 points</p> <p>i. A relevant strategy to foster coordination between different levels of government (such as central, regional, local) - 5 points</p> <ul style="list-style-type: none"> • Not demonstrated - No details or explanation provided: 0 points • Partially demonstrated - Incomplete or limited explanation: 1 point • Very well demonstrated - Acceptable and adequate explanation: 3 points 	
		/50



	<ul style="list-style-type: none"> • Fully demonstrated - Excellent and in-depth and specific explanation: 5 points <p>ii. A relevant strategy to promote coordinated initiatives with other similar Projects and donors - 5 points</p> <ul style="list-style-type: none"> • Not demonstrated - No details or explanation provided: 0 points • Partially demonstrated - Incomplete or limited explanation: 1 point • Very well demonstrated - Acceptable and adequate explanation: 3 points • Fully demonstrated - Excellent and in-depth and specific explanation: 5 points <p>b. Inception Phase - up to 10 points</p> <ul style="list-style-type: none"> • The Bidders should describe up to five (5) programming activities (excluding logistical activities) required to plan the field mission in Peru – 1 point per relevant activity, maximum of 5 points • The Bidder should describe up to five (5) programming activities (excluding logistical activities) required to implement the field mission in Peru – 1 point per relevant activity, maximum of 5 points <p>c. Project Implementation - up to 30 points The Bidder should identify, describe and demonstrate their approach for achievement of the Project's expected results through the implementation of up to six (6) phases of the Project cycle such as but not limited to:</p> <ul style="list-style-type: none"> • Identification of needs; • Analysis; • Programming; • Policy development; • Tools development; • Training. <p>For each of the six (6) phases identified by the Bidder, points will be awarded as follows – maximum of 5 points per phase</p> <ul style="list-style-type: none"> • Description of the phase and demonstration that the identified phase is relevant to the Project - 1 point • Description of how the Bidder will ensure feasibility of the phase with the available resources - 2 points • Description of how the phase will ensure effectiveness of the implementation of the Project - 2 points 	
	<p>R3.2 Best Practices – maximum of 15 points</p> <p>The Bidder should describe up to three (3) best practices that will be implemented in, and is relevant to, the MODSERV Project, based on lessons learned from previous Projects.</p> <ul style="list-style-type: none"> • Five (5) points will be awarded for each relevant best practice described 	/15
	<p>R3.3 Quality monitoring and control – maximum of 15 points</p> <p>The Bidder should describe up to three (3) relevant mechanisms that will be used to ensure the quality and control of the deliverables and services provided.</p> <ul style="list-style-type: none"> • Five (5) points will be awarded for each relevant mechanism described. 	/15
Total Requirement R.3 (R3.1+R3.2+R3.3)		/80
R.4	<p>HRMS Operational Requirements – maximum of 45 points</p> <p>The Bidder should demonstrate their understanding of an efficient HRMS by describing the components of an efficient system.</p> <p>A maximum of two (2) pages may be submitted for this requirement.</p>	



	<p>The Bidder should describe how it plans to implement each of the nine (9) components listed below – maximum of 45 points</p> <ul style="list-style-type: none"> • HR Strategic Planning • HR Operational Planning (situational analysis, positions, processes and opportunities mapping for improvement and implementation) • Work Organization Planning (position determination and description, professional profiles design and valuation, competencies identification and job classification) • Compensation process • Employment process (public hiring process and selection; mobility and termination) • Performance evaluation process • Development Management process • Human and Social Relations Management process • Inter-sectorial and Intergovernmental Coordination and Communication process <p>For each of the nine (9) components – up to 5 points per component, rated as follows:</p> <p>a. Description of the component – 1 point</p> <p>b. Description of how the Bidder will implement the component in the context of the MODSERV Project – up to four (4) points will be awarded using the scale below:</p> <ul style="list-style-type: none"> • Not demonstrated - No details or explanation provided: 0 points • Partially demonstrated - Incomplete or limited explanation: 1 point • Very well demonstrated - Acceptable and adequate explanation: 3 points • Fully demonstrated - Excellent and in-depth and specific explanation: 4 points 	/45
Total Requirement R.4		/45
TOTAL FOR CATEGORY 2: <i>Proposed Methodology</i> (R.2 + R.3 + R.4)		/240

CATEGORY 3: <i>Proposed Personnel</i>		
R.5	<p>Project Director in Canada – maximum of 100 points</p> <p>Using FORM 2 “CV for Proposed Personnel”, the Bidder should provide the CV of the proposed Project Director in Canada. The CV will be evaluated on the following criteria:</p> <p>Note: A maximum of four (4) pages may be submitted for this requirement.</p>	
	<p>R5.1 Project Director’s Education – maximum of 12 points</p> <p>a. Level and relevance of education completed – up to 10 points</p> <ul style="list-style-type: none"> • Undergraduate degree (i.e. University Bachelor Degree), from a Recognized Institution, in a discipline related to organizational development, public administration or other related discipline. - 5 points <p>OR</p> <ul style="list-style-type: none"> • Post-graduate degree, from a Recognized Institution, in a discipline related to organizational development, public administration or other related discipline - 10 points <p>b. Additional training – up to 2 points</p> <p>Course, certification, or diploma in any of the following sectors: 1 point for each additional training</p> <ul style="list-style-type: none"> • Results-based- management • Project management • Gender Equality and Women’s Empowerment • Environment • Human Resources • Finance • Organizational Development • Quality Assurance 	/12



<p>R5.2 Project Director’s (PD) experience – maximum of 48 points</p> <p>The Bidder should demonstrate that the proposed individual has at least five (5) years of professional experience as a PD for Projects related to the management of public administration reform or institutional modernization in a Developing Country, where the individual managed a multi-disciplinary team*, and performed duties similar to those described in Annex B, Terms of Reference, Part 2 ,Specific Mandate of the Consultant, sub-section 3.2.1.</p> <p>Experience will only be considered when acquired on a Project or Projects with an Integrated Approach, and a combined value of at least \$5 million.</p> <p>Points will be awarded as follows:</p> <p>a. Years of experience – up to 25 points</p> <ul style="list-style-type: none"> • Less than five (5) years - 0 points • Five (5) years to less than eight (8) years - 15 points • Eight (8) years to less than ten (10) years - 20 points • Ten (10) years or more - 25 points <p>b. Types of Stakeholders – up to 13 points</p> <p>The Bidder should demonstrate that the proposed individual has experience working liaising and coordinating with multiple Types of Stakeholders**.</p> <ul style="list-style-type: none"> • Less than two (2) Types of Stakeholders – 0 points • Two (2) Types of Stakeholders - 6 points • Three (3) Types of Stakeholders - 8 points • Four (4) or more Types of Stakeholders - 13 points <p>c. Geographic location of experience – up to 10 points</p> <p>The Bidder should demonstrate that the proposed individual has a minimum of three (3)*** years of experience in managing teams on International Development Projects in the following geographic locations:</p> <ul style="list-style-type: none"> • Low Income Countries (excluding Latin America) - 0 points • Lower Middle Income Countries (excluding Latin America) - 3 points • Upper Middle Income Countries (excluding Latin America) - 5 points • Latin America - 7 points • Peru - 10 points <p>*In order to be considered, experience must have been obtained while managing a multi-disciplinary team.</p> <p>**Where more than one Project is submitted, points will be awarded only for the Project with the most Types of Stakeholders demonstrated.</p> <p>***Where the individual has experience in more than one category of developing country, points will be awarded for the three (3) years demonstrated in the highest point category. For example, if a resource has one (1) year experience in Latin America and two (2) years experience in Peru, 0 points will be awarded. However if the resource has three (3) years experience in a Latin America and three (3) years experience in Peru, 10 points will be awarded.</p>	/48	
<p>R5.3 Project Director’s experience in Performance management – maximum of 20 points</p> <p>The Bidder should demonstrate that the proposed individual has experience in developing, implementing and using Results Based Management (RBM) and Risk Management tools.</p> <ul style="list-style-type: none"> • Four (4) points for each Project demonstrating the PD’s relevant experience; developing, implementing and using RBM and Risk Management tools – maximum of 5 Projects 	/20	
<p>R5.4 Project Director’s experience in Cross cutting themes – maximum of 20 points</p> <p>The Bidder should demonstrate that the proposed individual has experience in integrating cross-cutting themes such as GE, inclusion and the environment, including monitoring progress on objectives and reporting on them.</p> <ul style="list-style-type: none"> • Four (4) points for each Project demonstrating the PD’s relevant experience integrating cross cutting themes – maximum of 5 Projects 	/20	
Total Requirement R.5 (R5.1+R5.2+R5.3+R5.4)		/100



<p>R.6</p>	<p>Human Resources Management Specialist in Canada – maximum of 80 points</p> <p>Using FORM 2 “CV for Proposed Personnel”, the Bidder should provide the CV of the proposed Human Resources Management Specialist in Canada. The CV will be evaluated on the following criteria:</p> <p>Note: A maximum of three (3) pages may be submitted for this requirement.</p>	
	<p>R6.1 Human Resources Management Specialist’s Education - maximum of 12 points</p> <p>a. Level and relevance of education completed – up to 10 points</p> <ul style="list-style-type: none"> • Undergraduate degree (i.e. University Bachelor Degree), from a Recognized Institution, in a discipline related to human resources, public administration or other area specifically related to the management or Capacity Development of the human resources, organizational staff or training, teaching and pedagogy in the workplace - 5 points <p>OR</p> <ul style="list-style-type: none"> • Post-graduate degree, from a Recognized Institution, in a discipline related to human resources, public administration or other area specifically related to the management or Capacity Development of the human resources, organizational staff or training, teaching and pedagogy in the workplace - 10 points <p>b. Additional training – up to 2 points</p> <p>Course, certification, or diploma completed within the last ten (10) years of the RFP Closing Date in any of the following sectors: 1 point for each additional training.</p> <ul style="list-style-type: none"> • Human Resources • Andragogy • Gender Equality and Women’s Empowerment • Inclusion • Information and communication technologies • Quality Assurance • Recognized HR designations such as Chartered Professional in Human Resources (CPHR) 	<p style="text-align: right;">/12</p>
	<p>R6.2 Human Resources Management Specialist’s experience - up to 47 points</p> <p>The Bidder should demonstrate that the proposed individual has at least five (5) years of professional experience in Human Resources Management, performing duties similar to those described in Annex B, Terms of Reference, Part 2, Specific Mandate of the Consultant, sub-section 3.2.2, in either public or private organizations.</p> <p>Points will be awarded as follows:</p> <p>a. Years of experience - up to 25 points</p> <ul style="list-style-type: none"> • Less than five (5) years - 0 points • Five (5) years to less than eight (8) years - 15 points • Eight (8) years to less than ten (10) years - 20 points • Ten (10) years or more - 25 points <p>b. Types of Stakeholders – up to 12 points</p> <p>The Bidder should demonstrate that the proposed individual has experience liaising and coordinating with multiple Types of Stakeholders*.</p> <ul style="list-style-type: none"> • Less than two (2) Types of Stakeholders - 0 points • Two (2) Types of Stakeholders - 6 points • Three (3) Types of Stakeholders - 8 points • Four (4) Types of Stakeholders or more - 12 points <p>c. Geographic location of experience – up to 10 points</p> <p>The Bidder should demonstrate that the proposed individual has a minimum of three (3)** years of experience working in Human Resources on International Development Projects in the following geographic locations:</p> <ul style="list-style-type: none"> • Low Income Countries (excluding Latin America) - 0 points • Lower Middle Income Countries (excluding Latin America) - 3 points • Upper Middle Income Countries (excluding Latin America) - 5 points • Latin America - 7 points • Peru - 10 points 	<p style="text-align: right;">/47</p>



	<p>*Where more than one Project is submitted, points will be awarded only for the Project with the most Types of Stakeholders demonstrated.</p> <p>** Where the individual has experience in more than one category of developing country, points will be awarded for the three (3) years demonstrated in the highest point category. For example, if a resource has one (1) year experience in Latin America and two (2) years experience in Peru, 0 points will be awarded. However if the resource has three (3) years experience in a Latin America and three (3) years experience in Peru, 10 points will be awarded.</p>	
	<p>R6.3 Human Resources Management Specialist's experience in HR Design and implementation – up to 21 points</p> <p>The Bidder should demonstrate that the proposed individual has experience in each of the following three (3) areas:</p> <ol style="list-style-type: none"> 1. Designing and implementing an inclusive and gender-sensitive HR development strategy. 2. Designing and implementing HRMS policies and tools (such as manual, guidelines, plans, compensation structures, selection and promotion rules and procedures, and salary scales). 3. Producing and providing inputs for the development of HR training frameworks, programs and training modules aimed at the managerial staff of a private or public entity, as well as the implementation of the training. <p>One (1) point will be awarded per year of demonstrated experience in each area, maximum of seven (7) points per area. Concurrent experience will be counted for R 6.3.</p>	/21
Total Requirement R.6 (R6.1+R6.2+R6.3)		/80
R.7	<p>Organizational Management Specialist in Canada – maximum 80 points</p> <p>Using FORM 2 “CV for Proposed Personnel”, the Bidder should provide the CV of the proposed Organizational Management Specialist in Canada. The CV will be evaluated on the following criteria:</p> <p>Note: A maximum of three (3) pages may be submitted for this requirement.</p> <p>R7.1 Organizational Management Specialist’s Education – maximum of 13 points</p> <p>a. Level and relevance of education completed – up to 10 points</p> <ul style="list-style-type: none"> • Undergraduate degree (i.e. University Bachelor Degree), from a Recognized Institution, in a discipline related to Administration, Public Administration, Commerce, Human Resources, Industrial Relations, Industrial Engineering or other field specifically related to the reorganization of work or the management of organizations or Projects - 5 points <p>OR</p> <ul style="list-style-type: none"> • Post-graduate degree, from a Recognized Institution, in a discipline related to administration, public administration, commerce, human resources, industrial relations, industrial engineering or other field specifically related to the reorganization of work or the management of organizations / Projects -10 points <p>b. Additional training – up to 3 points</p> <p>Course, certification, or diploma completed within the last ten (10) years of the RFP Closing Date in any of the following sectors: 1 point for each additional training</p> <ul style="list-style-type: none"> • Results-Based Management • Information Systems • Project Management • Organizational Management • Finance • Human Resources • Public Management • Gender Equality And Women’s Empowerment • Gender Based Approaches 	/13



	<p>R7.2 Organizational Management Specialist’s experience – maximum of 35 points</p> <p>The Bidder should demonstrate that the proposed individual has at least five (5) years of professional experience in Organizational Management, performing duties similar to those described in Annex B, Terms of Reference, Part 2, Specific Mandate of the Consultant, sub-section 3.2.3, as well as the development and monitoring of activities related to strategic planning, organizational design and management in the field, specifically reviewing the development process of Project baselines, LM, PMF and PIP.</p> <p>Points will be awarded as follows:</p> <p>a. Years of experience – up to 25 points</p> <ul style="list-style-type: none"> • Less than five (5) years - 0 points • Five (5) years to less than eight (8) years - 15 points • Eight (8) years to less than ten (10) years - 20 points • Ten (10) years or more - 25 points <p>b. Geographic location of experience – up to 10 points</p> <p>The Bidder’s proposed individual should have a minimum of three (3)* years of demonstrated experience in Organizational Management and Results-based Management on International Development Projects in the following geographic locations:</p> <ul style="list-style-type: none"> • Low Income Countries (excluding Latin America) - 0 points • Lower Middle Income Countries (excluding Latin America) - 3 points • Upper Middle Income Countries (excluding Latin America) - 5 points • Latin America - 7 points • Peru - 10 points <p>* Where the individual has experience in more than one category of developing country, points will be awarded for the three (3) years demonstrated in the highest point category. For example, if a resource has one (1) year experience in Latin America and two (2) years experience in Peru, 0 points will be awarded. However if the resource has three (3) years experience in a Latin America and three (3) years experience in Peru, 10 points will be awarded.</p>	/35
	<p>R7.3 Organizational Management Specialist’s experience in the Development of organizational tools and monitoring for results – up to 16 points</p> <p>The Bidder should demonstrate that the proposed individual has developed a minimum of two (2) organizational tools for a Project, and demonstrate how the tools were used to monitor Project results.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Not demonstrated - No details or explanation provided: 0 points • Partially demonstrated - Incomplete or limited explanation: 5 points • Very well demonstrated - Acceptable and adequate explanation: 10 points • Fully demonstrated - Excellent and in-depth and specific explanation: 16 points 	/16
	<p>R7.4 Organizational Management Specialist’s experience Development of RBM tools and monitoring for results – up to 16 points</p> <p>The Bidder should demonstrate that the proposed individual has developed RBM tools, and how they were used to monitor Project results.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Not demonstrated - No details or explanation provided: 0 points • Partially demonstrated - Incomplete or limited explanation: 5 points • Very well demonstrated - Acceptable and adequate explanation: 10 points • Fully demonstrated - Excellent and in-depth and specific explanation: 16 points 	/16
Total Requirement R.7 (R7.1+R7.2+R7.3+R7.4)		/80
R.8	<p>Project Manager in Peru – maximum of 140 points</p> <p>Using FORM 2 “CV for Proposed Personnel”, the Bidder should provide the CV of the proposed Project Manager in Peru. The CV will be evaluated on the following criteria:</p> <p>Note: A maximum of five (5) pages may be submitted for this requirement.</p>	



R8.1 Project Manager’s Education – maximum of 12 points

a. Level and relevance of education completed - up to 10 points

- Undergraduate degree (i.e. University Bachelor Degree), from a Recognized Institution, in a discipline related to organizational development, public administration or other field related to Project/organization’s management - 5 points

OR

- Post-graduate degree, from a Recognized Institution, in a discipline related to organizational development, public administration or other related to Project/organization’s management - 10 points

/12

b. Additional training – up to 2 points

Course, certification, or diploma in any of the following sectors: 1 point for each additional training.

- Results-based management
- Project management
- Gender Equality and Women’s Empowerment
- Environment
- Inclusion / Multiculturalism
- Quality Assurance
- Procurement

R8.2 Project Manager’s experience – maximum of 53 points

The Bidder’s proposed individual should have at least five (5) years of professional experience in Project Management, performing duties similar to those described in Annex B, Terms of Reference, Part 2, Specific Mandate of the Consultant, sub-section 3.2.4.

Experience will only be considered when acquired on a Project or Projects related to the management of public national government administration reform Projects or institutional modernization Projects in a Developing Country for pluri-annual Projects with a combined value of at least \$3 million or more.

Points will be awarded as follows:

a. Years of experience – up to 25 points

- Less than five (5) years - 0 points
- Five (5) years to less than eight (8) years - 15 points
- Eight (8) years to less than ten (10) years - 20 points
- Ten (10) years or more - 25 points

b. Types of Stakeholders – up to 13 points

The Bidder should demonstrate that the proposed individual has experience liaising and coordinating with multiple Types of Stakeholders*.

- Less than two (2) Types of Stakeholders - 0 points
- Two (2) Types of Stakeholders - 6 points
- Three (3) Types of Stakeholders - 8 points
- Four (4) Types of Stakeholders or more - 13 points

c. Geographic location of experience – up to 15 points

The Bidder should demonstrate that the proposed individual has a minimum of three (3)** years of experience managing multi-disciplinary teams in International Development Projects in the following geographic locations:

- Low Income Countries (excluding Latin America) - 0 points
- Lower Middle Income Countries (excluding Latin America) - 4 points
- Upper Middle Income Countries (excluding Latin America) - 8 points
- Latin America - 12 points
- Peru - 15 points

/53

* Where more than one Project is submitted, points will be awarded only for the Project with the most Types of Stakeholders demonstrated.

** Where the individual has experience in more than one category of developing country, points will be awarded for the three (3) years demonstrated in the highest point category. For example, if a resource has one (1) year experience in Latin America and two (2) years experience in Peru, 0 points will be awarded. However if the resource has three (3) years experience in a Latin America and three (3) years experience in Peru, 15 points will be awarded.



<p>R8.3 Project Manager’s experience in validating and sourcing goods and services – up to 35 points</p> <p>The Bidder should demonstrate that the proposed individual has at least three (3) years of experience in the validation and sourcing of goods and services such as but not limited to rental of office spaces, office furnishings, financial services, HR services and professional services for Projects worth \$4 million or more:</p> <ul style="list-style-type: none"> • Less than three (3) years - 0 points • Three (3) years to less than five (5) years – 20 points • Five (5) to less than ten (10) years – 30 points • Ten (10) years or more – 35 points 	/35
<p>R8.4 Project Manager’s experience in Performance management – maximum of 20 points</p> <p>The Bidder should demonstrate that the proposed individual has experience in, implementing and using Results Based Management (RBM) and Risk Management tools</p> <ul style="list-style-type: none"> • Four (4) points for each Project demonstrating the PM’s relevant experience; developing, implementing and using RBM and Risk Management tools – maximum of 5 Projects 	/20
<p>R8.5 Project Manager’s experience in Cross cutting themes – maximum of 20 points</p> <p>The Bidder should demonstrate that the proposed individual has experience in integrating cross-cutting themes such as GE, inclusion and the environment, including monitoring progress on objectives and reporting on them.</p> <ul style="list-style-type: none"> • Four (4) points for each Project demonstrating relevant experience – maximum of 5 Projects 	/20
Total Requirement R.8 (R8.1+R8.2+R8.3+R8.4+R8.5)	/140
Total For Category 3: <i>Personnel</i> (R.5 + R.6 + R.7+R.8)	/400
Total – Technical Component Pass Mark (70%) = 560	/800
Financial Component	
Proposed Cost	/200
Aboriginal Component	
Aboriginal Supplier Incentive	/50
Total Adjusted Score	/1,050



4.6 Technical Forms

Forms below are suggested by DFATD for use by the Bidder in preparing its technical proposal in order to provide a standard format for ease of evaluation.



FORM 1 – Bidder’s Experience

This form is used to evaluate the Bidder’s experience carrying out consulting and professional services similar to the ones requested under this RFP. Using the format below, provide information on each project where the Bidder and/or a Member was carrying out consulting and professional services similar to the ones requested under this RFP.

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



FORM 2 – CV for Proposed Personnel

Position title:
Name of the proposed team member:
Academic qualifications: (degrees received, name of the recognized educational institution, discipline and pertinent dates)
Additional training: (relevant dates and field)
Present employer and position: (if applicable)
Length of service with current employer and status: (permanent, temporary, contract employee, associate, etc.) (MM/YYYY)
Experience: Assignment history in reverse chronological order, with a description of each assignment according to the rated criteria detailed under “Personnel Experience” in 4.5, including but not limited to: <ul style="list-style-type: none">➤ position:➤ name and country of the project:➤ budget managed by the person as part of the assignment:➤ staff managed (sector of expertise, number of employees, etc.):➤ start date (month and year) and end date (month and year):➤ client or funding body:➤ project stakeholders:➤ location of assignment:➤ detailed description of the services rendered (application of the principles of performance-based management, public communications, financial management, report writing, etc.):
References (name, title, telephone and e-mail)

FORM 3 – Risk Register

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

	Risk Definition	Consequences of Risk	Mitigation Measure
Risk 1			
Risk 2			
Risk 3			
Risk 4			



PART 5 – FINANCIAL EVALUATION

5.1 Evaluation of Financial Proposals

Financial proposals will only be evaluated if the technical proposal achieves a score equal to or in excess of the minimum technical score specified in Part 4, 4.4.3.

5.1.1 Format

Bidders must submit their financial proposal as directed and in accordance with the information presented herein.

5.1.2 Scoring

Maximum points for the financial proposal	200 points or 20 percent of total 1,000 points possible
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The financial proposal with the lowest dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis 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 will receive 200 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follows:

$$\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price} \times 200}{\text{Bidder B's financial price}}$$

Fees and costs for Personnel on long-term assignment, if applicable, will be considered in the financial evaluation. If specified under 5.2.4 below, the reimbursable expenses will be evaluated as part of the financial proposal.

5.2 Financial Proposal Instructions

5.2.1 Available Funding

Maximum available funding for the resulting Contract, excluding Applicable Taxes	\$4,500,000.00 CAD
Available funding for additional Personnel to be identified during project implementation, excluding Applicable Taxes	\$1,050,000.00 CAD

The maximum funding available for the Contract resulting from the Proposal solicitation is as indicated above (Applicable Taxes extra). Proposals valued in excess of this amount will be considered non-responsive. This disclosure does not commit DFATD to pay the maximum funding available.

5.2.2 Pricing for all Personnel

Bidders are requested to include and price in their financial proposal all Personnel identified in any manner by DFATD and/or 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.

5.2.3 Estimated Level of Effort (LOE)

Personnel Positions	Estimated LOE in Person-Days
Based in Canada	
Project Director	400
Senior Human Resources Management Specialist	252
Organizational Management Specialist	252
Local Professionals	
Project Manager	1008
Senior Local Financial Officer	882



Personnel Positions	Estimated LOE in Person-Days
Local Human Resources Management Specialist	1008
Senior Local Cross Cutting Issues Specialist	882

Where the estimated LOE is specified above and the Bidder proposes a different LOE, DFATD will evaluate the Bidder's financial proposal based on DFATD's estimated LOE.

5.2.4 Reimbursable Expenses

Reimbursable expenses are evaluated	NO
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Whether reimbursable expenses are evaluated or not, Bidders are requested to include and price in their financial proposal the reimbursable expenses specified in Part 5, Table 4.

5.2.5 Preparation

All information related to fees, costs for Personnel on long-term assignment, and reimbursable expenses, as applicable, will be considered in the financial evaluation and must only appear in the financial proposal. The financial proposal must be prepared using the information requested in the tables in 5.6 below. If a Bidder does not submit its financial proposal or does not comply with the provisions of paragraph 5.3, Pricing Basis, the Proposal will be rejected.

5.3 Pricing Basis

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

- ❖ Details on the cost of Personnel and reimbursable expenses included in the pricing basis are found in Annex C, Basis of Payment of Part 8 – Resulting Contract.

5.3.1 Cost of Personnel

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 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, unless otherwise stated by local laws or regulations applicable to citizens and permanent residents of the Recipient Country: 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 the Bidder's country;



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

(iv) Profit.

b) Costs for Personnel on Long-Term Assignment in the Recipient Country:

DFATD has determined a ceiling monthly rate for Personnel on long-term assignment in the Recipient Country	NO
Ceiling monthly rate for Personnel on long-term assignment in the Recipient Country	Not applicable

For each position under the category of Personnel assigned to the project in the Recipient Country on long-term assignment and identified by DFATD in Table 1:

- **Monthly Rate(s):** the Bidder must indicate a maximum 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 above.
 - (i) Housing: cost of a house/apartment as well as related expenses, which may include refurbishment, if applicable and as approved by DFATD, 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; and
 - (iii) Other expenses required by the Personnel while in the Recipient Country such as clean drinking water, storage and security services.
- **Relocation Costs for Personnel on Long-Term Assignment:** the Bidder must indicate a ceiling 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 Contractor is responsible for any related custom duties and insurance charges.

5.3.2 Reimbursable Expenses

Bidders are required to estimate reimbursable expenses that they will incur in the realization of the project by filling in Table 4. With the exception of Local Support Staff, reimbursable expenses should not contain any elements of fees, or overhead/indirect costs.

5.3.3 Provision for Multi-year Contracts

The fees must be expressed as fixed fees by year (i.e. Year 1, Year 2, Year 3, etc.). 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.

If the Personnel is added after Contract award, the Contractor must propose fixed annual fees for the remaining Contract period. If DFATD accepts the proposed individual and the fees, the fee increase will become effective on:

- (i) the Contract anniversary date; or



- (ii) if the date has passed, the date of the first workday for which the Contractor invoices DFATD after the Contract anniversary date.

5.3.4 Currency

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

5.3.5 Taxes

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.

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

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 Contractor for any such taxes or pay such taxes on behalf of the Contractor. Reimbursement mechanism of applicable local taxes in the Recipient Country can be determined during Contract negotiations, when applicable.

5.3.6 Costing Principles

Cost of the Contract is comprised of the total fees, costs for Personnel on long-term assignment, and reimbursable expenses paid by DFATD for the provision of Services.

5.3.7 Price Justification

Bidders must provide price justification, on DFATD’s request, and within the time indicated in DFATD’s request. Such price justification may include one or more of the following:

- (i) a copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other clients, 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
- (ii) 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
- (iii) A price breakdown of the costs for Personnel on long-term assignment; or
- (iv) Any other supporting documentation as requested by DFATD.

5.3.8 Advances

Advance payments are permitted	YES
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If applicable, advance payments for the following types of expenses are eligible:

- Expenses associated with setting up a new field office in the Recipient Country;
- Long-term leases for field offices in the Recipient Country;
- Procurement of manufactured equipment (project assets);
- Costs associated with students and trainees as specified in DFATD’s *Management of Students and Trainees in Canada: Manual for Executing Agencies*; and
- Flow-through funds.

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.

5.3.9 Irrevocable Standby Letter of Credit (ISLC)

a) ISLC for Performance Guarantee

The ISLC must be for the face amount of	\$250,000.00 CAD
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To guarantee the Contractor’s obligations under the Contract, within 28 days of the signature of the Contract, the Contractor must provide an Irrevocable Standby Letter of Credit (ISLC) from an Approved Financial Institution, which



irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada the following:

- (i) any sum demanded to meet obligations incurred, or to be incurred, by the Contractor;
- (ii) where the Contractor, 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.

All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Contractor's own expense.

b) ISLC for Advances

If DFATD permits advance payment to the Contractor, as stated in 5.3.8, DFATD will not issue an advance until the Contractor provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution, or, in the case of a non-Canadian Contractor, confirmed by an Approved Financial Institution, and will be in place before any advance is made and remain in effect until all advances are fully liquidated. DFATD reserves the right to validate the presented confirmation.

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.

Prior to Contract award, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated above. Failure to do so by the date stipulated by DFATD will result in the selected Proposal being considered non-eligible to advance payments and may be given no further consideration. DFATD reserves the right to communicate with the next highest-ranking Bidder.

5.4 Pricing Schedule

5.4.1 Cost of Personnel

a) Cost of Personnel – For Personnel Identified by DFATD and Additional Positions Proposed by the Bidder in its Methodology

The total cost of fees will be calculated by adding the sub-totals of costs related to the Bidders average fees multiplied by DFATD's estimated level of effort for each position of Personnel identified by DFTAD, in accordance with Table 1, plus the costs related to the Bidder's level of effort for each position of Personnel identified by the Bidder in its methodology in accordance with Table 2.

The Bidder is responsible for identifying all additional Personnel that it will require in order to successfully manage the project, including but not limited to Personnel for project management, financial management, human resources management.

5.4.2 Reimbursable Expenses

The total cost of reimbursable expenses is calculated by adding the costs provided by the Bidder as indicated in Table 4.

5.5 Indigenous Supplier Incentive

When technical and financial evaluations are completed, Proposals will be evaluated for the award of additional bonus points relating to the Indigenous Supplier Incentive specified below.

- i. DFATD supports the use of Indigenous individuals or firms as Personnel and has developed an Indigenous Supplier Incentive process to encourage this practice.
- ii. 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 Subcontractors are indeed Indigenous persons.
- iii. When Indigenous direct hiring and/or subcontracting are proposed, a maximum of 5% of total evaluation points will be awarded after technical and financial proposals are evaluated 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 Indigenous component against the overall total value of the Bidder's Proposal. For example, when the total evaluation points are set at 400 points, a Proposal which has \$100,000 value for the Indigenous component against a total value



of \$1,000,000 will be awarded 2 additional points $[(\$100,000/\$1,000,000) \times 20 \text{ points} = 2 \text{ points}]$. Only when a Proposal is entirely Indigenous will the full points be awarded.

- iv. The format to be used in presenting information for this process is provided in Table 6, and should be placed in the same envelope as the financial proposal. If the information regarding Indigenous Supplier Incentive in Table 6 is missing, the Bidder will not be awarded any points for the Indigenous Supplier Incentive.



5.6 Financial Tables

Table 1 – Cost of Personnel – Fees for Personnel Positions Identified by DFATD

Guidance to Bidders:

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

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 \$	(LOE) Estimated by DFATD (Days)	Sub-Total Estimated Cost = Average of (Y1, Y2, Y3 and Y4) x Total LOE
Based in Canada							
	Project Director					400	
	Senior Human Resources Management Specialist					252	
	Organizational Management Specialist					252	
Local Professionals							
	Project Manager					1008	
	Senior Local Financial Officer					882	
	Local Human Resources Management Specialist					1008	
	Senior Local Cross Cutting Issues Specialist					882	
SUBTOTAL-1 (exclusive of any taxes) - Total							\$



Table 2 – Cost of Personnel – Fees for Personnel Positions Proposed by the Bidder in its Methodology, Other Than Those 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 (\$)	LOE Estimated by the Bidder (person-days)	Sub-total Estimated Cost [(average of years 1 to 4) x Total LOE]
SUBTOTAL-2 (exclusive of any taxes) - Total							\$



Table 3 – Reimbursable Expenses

The Bidder is requested to provide an amount for the following expenses:

Indicative Reimbursable Expenses				
#	Description	Units	\$, per Unit	Sub-total, \$
a)	Travel expenses:			
	Transportation			
	Meals and incidentals			
	Visa/work permits costs			
	Accommodation			
	Other			
b)	Purchase and transportation costs of equipment			
c)	Communication costs			
d)	Translation and reproduction costs			
e)	Bank charges			
f)	Local Support Staff			
g)	Allowances for DFATD award students and trainees		N/A	
h)	Expenses of counterpart personnel		N/A	
i)	Field office expenses:			
	Office			
	Vehicles			
	Other			
j)	Training expenses:			
	Tuition			
	Textbooks and manuals			
	Rent of training facilities			
	Presentation equipment and supplies			
k)	Any other reimbursable expenses required to carry out the project			
	SUB-TOTAL-3 (exclusive of any taxes)			

* 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.



Table 4 – Summary of Total Cost

Tables	Sub-total Amounts
Table 1 – Fees for Personnel Positions Identified by DFATD	
Table 2 – Fees for Personnel Positions Identified by the Bidder	
Table 3 – Reimbursable Expenses	
Total of the Financial Proposal Cost (exclusive of any taxes)	\$
Total Estimated Taxes	\$

Advances	
Description	Amount



Table 5 – Indigenous Supplier Incentive

Identification of Indigenous person(s) to be proposed by the Bidder

Resource's Name, Position and Address	All-Inclusive Firm daily Fees, \$	Number of Person- Days	Total Fees (fees x person-days), \$
Total, \$			



PART 6 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a Contract.

Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications from the date of Proposal submission and should submit the duly completed Technical Proposal Submission Form. Bidders have an obligation to disclose any situation of non-compliance with the certifications.

The certifications provided by Bidders to DFATD are subject to verification by DFATD at all times. Unless specified otherwise, DFATD will declare a Proposal non-responsive, or will declare a Contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by DFATD will render the Proposal non-responsive or constitute a default under the Contract.

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.

When applicable, if certifications are not submitted with a Proposal and/or 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 certifications within the timeframe specified in the notification. If the updated certifications are not submitted within the specified timeframe, the Proposal will be rejected.

6.1 Certifications Required With the Proposal

6.1.1 Canadian Status

The Bidder certifies as to its status as a Canadian legal entity.

6.1.2 Integrity Provisions – Declaration of Convicted Offences

As required under the Policy, incorporated by reference through paragraph 6.1.2 a) below, the Bidder must verify the status of all proposed first tier Subcontractors before entering into a direct contractual relationship in accordance with the [Ineligibility and Suspension 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 Subcontractors 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

Using the Technical Proposal Submission Form, 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 should 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.

a) Ineligibility and Suspension Policy

The Ineligibility and Suspension Policy (the "Policy") in effect on the date the Request for Proposals 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 Proposals. The Bidder must comply with the Policy and directives, which can be found at [Ineligibility and Suspension Policy](#).

b) Charges and Convictions of Certain Offences

Under the Policy, charges and convictions of certain offences against a Supplier, its Affiliates, or first tier Subcontractors and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a Contract with Canada. The list of ineligible and suspended Suppliers 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 Suppliers.



c) Integrity Regime Terms

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:

- i. Supplier in the Integrity Regime is to include Bidder;
- ii. Canada in the Integrity Regime is to include DFATD, Her Majesty and Government of Canada;
- iii. Bid solicitation in the Integrity Regime is to include Request for Proposals;
- iv. Bid in the Integrity Regime is to include Proposal.

d) Additional Information

In addition to all other information required in the Request for Proposal, the Bidder must provide the following:

- i. 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
- ii. Mail directly to PWGSC a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates, and its proposed first tier Subcontractors 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](#).

e) Integrity Regime Bidder Certifies

Subject to subsection f) below, by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

- i. It has read and understands the Ineligibility and Suspension Policy;
- ii. 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;
- iii. 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;
- iv. It has mailed directly to PWGSC a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier Subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- v. None of the domestic criminal offences, or 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 Subcontractors; and
- vi. It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

f) Integrity Declaration Form

Where a Bidder is unable to provide any of the certifications required by paragraph 6.1.2 e), it must mail directly to PWGSC a completed Integrity Declaration Form instead of including it as part of its Proposal as further described Part 6 Certifications and additional Information, which can be found at [Integrity Declaration Form](#).

g) Misleading, Incomplete or Inaccurate Information Consequences

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.

6.1.3 Code of Conduct for Procurement

The [Code of Conduct for Procurement](#) provides that Bidders must respond to Proposal solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the Proposal solicitation and resulting Contract, submit Proposals and enter into Contracts only if they will fulfill all obligations of the Contract. By submitting a Proposal, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the Proposal non-responsive.



6.1.4 Anti-terrorism Requirement

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

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

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

DFATD will inform the Bidder or Contractor in writing, if it has identified any Third Party that is associated directly or indirectly with terrorism. In such instance, DFATD will determine an appropriate course of action, including suspension or termination of the Contract. The Bidder will include a corresponding provision in any subcontract that it enters into for the purposes of the Contract.

6.1.5 Economic Sanctions and Other Trade Controls

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

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

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

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

The Bidder will consult the above links to be aware of the foreign governments, persons and activities subject to economic sanctions and other trade controls during the period of the Contract.

The Bidder will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.

6.1.6 Conflict of Interest – Unfair Advantage

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

- a) if the Bidder or any of its proposed Subcontractors, including any of their respective employees or former employees, was involved in any manner in the preparation of the Proposal solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b) if the Bidder or any of its proposed Subcontractors, including any of their respective employees or former employees, had access to information related to the Proposal 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.

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.



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

6.2 Certifications Precedent to Contract Award

6.2.1 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 Annex B of Part 8, Terms of Reference.

6.2.2 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. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has permission from that individual to propose his/her Services in relation to the Work to be performed and to submit his/her curriculum vitae to Canada. The Bidder must, upon request from DFATD, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

6.2.3 Procurement Business Number

Bidders must have a Procurement Business Number (PBN). Bidders must register for a PBN 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 PBN but each Member must have a PBN.

6.2.4 Federal Contractors Program for Employment Equity

By submitting a Proposal, the Bidder certifies that the Bidder, and any 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](#)") 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.

DFATD will also have the right to terminate the Contract for default if a Contractor, or any Member of the Contractor is a consortium or joint venture, appears on the "[FCP Limited Eligibility to Bid List](#)" during the period of the Contract.

The Bidder must provide DFATD with the relevant information required in the Technical Proposal Submission Form before Contract award. If the Bidder is a consortium or joint venture, the Bidder must provide DFATD with the required information in the Technical Proposal Submission Form, for each Member of the consortium or joint venture.

For further information on the Federal Contractors Program for Employment Equity visit [ESDC-Labour's website](#).

6.2.5 Former Canadian Public Servant Certification – Applicable to Canadian Bidders Only

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 in the Technical Proposal Submission Form and certify that it is accurate and complete. If the answer to the questions in the Technical Proposal Submission Form and, as applicable the information required have not been received by the time the evaluation of Proposals is completed, DFATD will inform the Bidder of a time frame within which to provide the information. Failure to comply with DFATD's request and meet the requirement within the prescribed timeframe will render the Proposal non-responsive.

Definitions

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



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

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

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

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](#).

6.2.6 Lobbyist

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

6.2.7 Indigenous Firm

DFATD may request Bidders to provide official certification as to the Indigenous status of Personnel.

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

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

AND

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

6.2.8 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 Representing 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.



PART 7 – SECURITY, FINANCIAL CAPABILITY, INSURANCE

7.1 Security Requirements

There are security requirements associated with this requirement	NO
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The Bidder must meet any security requirements specified in Annex D – Security Requirements Check List (SRCL) of Part 8 – Resulting Contract. In the case of a consortium or joint venture, each Member must meet the security requirements. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Public Works and Government Services Canada [website](#).

7.2 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:

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

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

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

7.3 Insurance Requirements

There are insurance requirements associated with this requirement:	YES
1. Commercial General Liability Insurance	Applicable
2. Errors and Omissions Liability Insurance	
3. Workers’ Compensation Insurance	
4. Health Insurance	Applicable

Upon request by the DFATD point of contact, the Bidder must provide a letter from an insurance broker or an insurance company accredited by the insurance industry supervisor exercising its functions in the jurisdiction where the Services are provided stating that the Bidder, if awarded a Contract as a result of the RFP, can be insured in accordance with the insurance requirements specified herein. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.



Details on insurance requirements can be found in paragraph 3.3 of Part 8 – Resulting Contract.



PART 8 – RESULTING CONTRACT

This CONTRACT (referred to as the “Contract”) is signed the **Choose an item.** day of the month of **Choose an item.**, **Choose an item.**

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 Contractor]

[Address line 1]

[Address line 2]

[Address line 3]

(referred to as the “Contractor”).

[OR choose the following text if the Contractor consists of more than one entity. Delete the text that does not apply.]

This CONTRACT (referred to as the “Contract”) is signed the **Choose an item.** day of the month of **Choose an item.**, **Choose an item.**

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 Contractor’s obligations under this Contract, namely,

[Name of Member in Charge]

[Address line 1]

[Address line 2]

[Address line 3]

and

[Name of Member]

[Address line 1]

[Address line 2]

[Address line 3]

(referred to as the “Contractor”).

The following form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The following Annexes:
 - Annex A: Glossary
 - Annex B: Terms of Reference
 - Annex C: Basis of Payment
 - Annex D: Security Requirements Check List (if applicable)
- (c) Certifications
- (d) Technical proposal



1. General Conditions

1.1 Relationship Between the Parties

The Contractor is engaged by DFATD under the Contract as an independent Contractor for the sole purpose of providing the Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between DFATD and the Contractor. The Contractor, its Personnel 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 Contractor is solely responsible for any and all payments, deductions and/or remittances required by law in relation to its Personnel and Local Support Staff.

1.2 Law Governing the Contract, Permits Licenses, Etc.

The law governing the Contract is the law applicable in the province or territory of	Ontario
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1.2.1 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 above. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.

1.2.2 The Contractor 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 Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.

1.3 Compliance With Applicable Laws

The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to DFATD at such times as DFATD may reasonably request.

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

1.4 Headings

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

1.5 Priority of Documents

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

- (a) General Conditions of Contract (GC);
- (b) Annex A: Glossary
- (c) Annex B: Terms of Reference
- (d) Annex C: Basis of Payment
- (e) Annex D: Security Requirements Check List (if applicable); and
- (f) The Contractor's Proposal.

1.6 Location

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.

1.7 Authority of the Member in Charge and Contact Information

The Member in Charge is	[insert name of Member or Not applicable if the Contractor consists of only one entity]
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Contact Information:

DFATD	Contractor
	[All Members of a consortium or joint venture should be listed here.]
Distribution and Mail Services – AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2 Attention: [insert name of the Contracting Authority – Organization Symbol] Attention: [insert name of the Technical Authority – Organization Symbol]	Legal entity address: [insert] Attention: [insert name] E-mail: [insert]



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

1.8 DFATD Authorities

Contracting Authority	Technical Authority
[Insert title of the delegated signing authority as per DFATD Delegation Instrument] Telephone: E-mail:	[Insert title of the Project Manager] Telephone: E-mail:

Only the Contracting and Technical Authorities specified above, or their authorized representatives, are authorized to take any action or execute any documents on behalf of DFATD under this Contract.

1.9 Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

1.10 Certifications Provided in the Proposal

- 1.10.1 Unless specified otherwise, the continuous compliance with the certification provided by the Contractor in its Proposal or precedent to Contract award, and the ongoing cooperation in the providing of additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by DFATD during the entire period of the Contract.
- 1.10.2 Compliance with the certifications provided by the Contractor in its Proposal is a condition of the Contract and subject to verification by DFATD during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its Proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to clause 2.6 of the Contract, to terminate the Contract for default.
- 1.10.3 The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor 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 Contractor will be added to the "Federal Contractors Program Limited Eligibility to Bid List". The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

1.11 Integrity Provisions

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 Contractor 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 Conflict of Interest

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



- 1.12.5 The Contractor 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 Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 1.12.6 If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor 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 Contractor or its Personnel, which may or may appear to impair the ability of the Contractor to perform the Services diligently and independently.

1.13 Translation of Documentation

The Contractor agrees that DFATD may translate any documentation delivered to DFATD by the Contractor that does not belong to DFATD under the GC 3.7 and 3.8. The Contractor acknowledges that DFATD owns the translation and that it is under no obligation to provide any translation to the Contractor. 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 Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.14 Severability

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 Period of Contract

Date on which the Contract will expire	Click or tap to enter a date.
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The period of the Contract is from the effective date specified in article 7 of the Contract to the date specified above inclusively.

2.2 Amendment and Waiver

- 2.2.1 To be effective, any amendment to the Contract, modifications to any terms and conditions or to the logic model at the intermediate outcome level or higher must be done in writing by DFATD and the authorized representative of the Contractor.
- 2.2.2 While the Contractor may discuss any proposed modifications to the Work with other representatives of DFATD, DFATD will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with 2.2.1.
- 2.2.3 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by DFATD and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 2.2.4 The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

2.3 Contract Approvals

2.3.1 Acceptance of Plans and Reports

The Contractor will provide the Technical Authority with the plans and reports detailed in Annex B, Terms of Reference, for approval within the established timeframe.

2.3.2 Delays Related to Approval

- (a) The Technical Authority may request modifications to the plans and reports, Contract Change Forms or Project Change Forms through a notice to DFATD.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Contractor must address the requested modifications to DFATD satisfaction within 20 working days.

Contract Change Form

- 2.3.3 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 4.2.



- (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 could be subject to negotiation, if required, in accordance with the Contractor's procurement plan and/or DFATD's Guide for Rate Validation. In addition, fees for the Personnel who are citizens or permanent residents of the Recipient Country and Local Support Staff may be subject to negotiation and must not exceed local market rates.
- (c) Changes to the titles of the outputs or immediate outcomes identified in the logic model and changes to the descriptions of the outputs (if applicable) in Annex B, Terms of Reference.
- (d) Reallocation of funds between the categories fees, costs for Personnel on long-term assignment and reimbursable expenses as established in Annex C, 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

- 2.3.4 The types of changes to the Contract detailed below must be approved by the Technical Authority through a Project Change Form or annual work plan as the case may be:
 - (a) Replacement of any member of the Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience or initial staffing of an individual to an existing position. Fees related to an existing position must remain unchanged. The costs associated to the position(s) for the Personnel on long-term assignment must remain unchanged;
 - (b) New sub-activities, changes to sub-activities, or any increase or decrease greater than 10 percent, or \$10,000 whichever is greater, in the distribution of cost among the budget line items specified in Annex C, Basis of Payment.
- 2.3.5 Changes become effective on the date of the Technical Authority's approval of the Project Change Form or annual work plan, as the case may be.

2.4 Excusable Delay

- 2.4.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a) is beyond the reasonable control of the Contractor;
 - b) could not reasonably have been foreseen;
 - c) could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d) occurred without the fault or neglect of the Contractorwill be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Technical Authority, within 20 working days, of all the circumstances relating to the delay and provide to the Technical Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposed to take in order to minimize the impact of the event causing the delay.
- 2.4.2 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.
- 2.4.3 However, if an Excusable Delay has continued for 3 months or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 2.4.4 Unless DFATD has caused the delay by failing to meet an obligation under the Contract, DFATD will not be responsible for any costs incurred by the Contractor or any of its Subcontractors or agents as a result of an Excusable Delay.
- 2.4.5 If the Contract is terminated under the GC 2.4, the Contracting Authority may require the Contractor 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 Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. DFATD will pay the Contractor:
 - a. The value, of all completed parts of the Work delivered to and accepted by DFATD, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and



- b. The Cost to the Contractor that DFATD considers reasonable in respect of anything else delivered to and accepted by DFATD.

The total amount paid by DFATD under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2.5 Suspension of Services

- 2.5.1 The Contracting Authority may at any time, by written notice, order the Contractor 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, unless otherwise agreed upon between the Parties. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. Within these 180 days, the Contracting Authority will either cancel the order or terminate the Contract, in whole or in part, under clauses 2.6 or 2.7.
- 2.5.2 When an order is made under the GC 2.5.1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred, as DFATD considers reasonable as a result of the suspension order.
- 2.5.3 When an order made under the GC 2.5.1 is cancelled, the Contractor must resume the Services in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor'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 Contractor, is necessary for the Contractor to resume the Services.

2.6 Termination due to Default of Contractor

- 2.6.1 Except in situations identified in the GC 2.4.2, if the Contractor is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, 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 Contractor 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 Contractor must proceed to complete any part of the Contract that is not affected by the termination notice.
- 2.6.2 If the Contractor 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 Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 2.6.3 If DFATD gives notice under the GC 2.6.1 or 2.6.2, the Contractor will have no claim for further payment except as provided under GC 2.6. The Contractor 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 Contractor agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.
- 2.6.4 Upon termination of the Contract under this GC 2.6, the Contracting Authority may require the Contractor 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 Contractor 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 Contractor arising under the Contract or out of the termination, DFATD will pay or credit to the Contractor:
 - (a) the value of the fees and costs for Personnel on long-term assignment for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;
 - (b) the value of the incurred allowable reimbursable expenses as it relates to the Services performed and accepted by DFATD prior to the date of the termination notice; and
 - (c) any other allowable reimbursable expenses that DFATD considers reasonable in respect to anything else delivered to and accepted by DFATD.

The total amount paid by DFATD under the Contract to the date of the termination and any amount payable under this GC 2.6.4 must not exceed the Contract price.

- 2.6.5 If the Contract is terminated for default under the GC 2.6.1, 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 2.7.

2.7 Termination for Convenience

- 2.7.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Contractor must comply with the



requirements of the termination notice. If the Contract is terminated in part only, the Contractor 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.

- 2.7.2 If a termination notice is given pursuant to the GC 2.7.1, the Contractor will be entitled to be paid for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by DFATD. The Contractor will be paid:
- (a) fees and costs for Personnel on long-term assignment for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
 - (b) the value of the incurred allowable reimbursable expenses as it relates to the Services performed 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 Contractor excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 2.7.3 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.
- 2.7.4 Upon termination of the Contract under this GC 2.7, the Contracting Authority may require the Contractor 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 Contractor has acquired or produced specifically to perform the Contract. The total of the amounts, to which the Contractor is entitled to be paid under this GC 2.7, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by DFATD under this GC 2.7 except to the extent that this GC 2.7 expressly provides. The Contractor agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.

2.8 Cessation of Rights and Obligations

Upon termination or suspension of this Contract pursuant to the GC 2.5, 2.6 or 2.7, or upon expiration of this Contract pursuant to the GC 2.1, 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 Contractor's obligation to permit inspection, copying and auditing of its 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 1.2.

2.9 Assignment of Contract

- 2.9.1 The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 2.9.2 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon DFATD.

3. Obligations of the Contractor

3.1 General Standard of Performance

- 3.1.1 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 Contractor represents and warrants that:
- a. It agrees to abide by any governing law protecting individuals against any manner of discrimination regardless of location of work;
 - b. 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.
- 3.1.2 The Contractor represents and warrants that:
- a. It is competent to perform the Work;
 - b. It has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment and materials; and



- c. It has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 3.1.3 The Contractor must:
- a. Perform the Work diligently and efficiently;
 - b. Except for Government Property, supply everything necessary to perform the Work;
 - c. 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;
 - d. Select and employ a sufficient number of qualified people;
 - e. Perform the Work in accordance with standards of quality acceptable to DFATD and in full conformity with the Specifications and all the requirements of the Contract;
 - f. Provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 3.1.4 The Work must not be performed by any person who, in the opinion of DFATD, is incompetent, unsuitable or has conducted himself/herself improperly.
- 3.1.5 All Services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to DFATD.
- 3.1.6 DFATD's facilities, equipment and personnel are not available to the Contractor to perform the Work, unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to DFATD's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and Subcontractors comply with all the security measures, standing orders, policies or other rules in force at the site where the Work is performed.
- 3.1.7 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to article 2.5, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 3.1.8 The Contractor must provide all reports that are required by the Contract and any other information that DFATD may reasonably require from time to time.
- 3.1.9 The Contractor is fully responsible for performing the Work. DFATD will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by DFATD unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

3.2 Confidentiality and Privacy

- 3.2.1 The Contractor must keep confidential all information provided to the Contractor 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 Contractor as part of the Services when copyright or any other intellectual property rights in such information belongs to DFATD under the Contract. The Contractor must not disclose any such information without the written permission of DFATD. The Contractor may disclose to a Subcontractor any information necessary to perform the subcontract as long as the Subcontractor agree to keep the information confidential and that it will be used only to perform the subcontract.
- 3.2.2 The Contractor agrees to use any information provided to the Contractor by or on behalf of DFATD only for the purpose of the Contract. The Contractor 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 Contractor 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 Contractor or a Subcontractor.
- 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 Contractor will mark or identify any proprietary information delivered to DFATD under the Contract as "Property of (Contractor'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 Contractor

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an insurance broker or an insurance company accredited by the insurance industry supervisor exercising its functions in the jurisdiction where the Services are provided. The Contractor must, if requested by the Contracting Authority, forward to DFATD a certified true copy of all applicable insurance policies.

3.3.1 Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.

The insurance will include the following:

- (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;
- (b) Bodily Injury and Property Damage to Third Parties;
- (c) Product Liability and Completed Operations;
- (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
- (e) Cross Liability and Separation of Insured;
- (f) Blanket Contractual Liability
- (g) Employees and, if applicable, Volunteers as Additional Insured;
- (h) Employer's Liability;
- (i) Broad Form Property Damage including Completed Operations;
- (j) Non-owned Automobile Liability; and
- (k) 30 days written notice of policy cancellation.
- (l) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3.3.2 Errors and Omissions Liability Insurance

If the Contractor is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.

The insurance will include the following:

- (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and
- (b) 30 days written notice of cancellation.

3.3.3 Health Insurance

The Contractor will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from the Contractor's or Personnel's home Country, and that they are physically capable of performing the assigned duties in that country. The Contractor 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 for medical reasons.

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 Contractors and the Recipient Country trainees.

3.3.4 Workers' Compensation Insurance

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 Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Contractor will indemnify and hold harmless DFATD for any such liability. The Contractor will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Contractor's performance of the Contract.

The insurance will include the following:

- (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;
- (b) Cross Liability and separation of insured, to the extent permitted by law;
- (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and
- (d) 30 days written notice of cancellation.



3.4 Security Requirements

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

Security Requirement	Not applicable
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3.5 Safety and Protection

3.5.1 Obligations Related to Security

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

3.5.2 Security Measures

- (a) It is the sole responsibility of the Contractor 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 Contractor determines that a security plan is necessary, the Contractor 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 Contractor 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 Contractor's internal policies and harmonized, where practicable, with the Canadian Embassy consular procedures.

3.5.3 Subcontractors

Unless DFATD agrees in writing, the Contractor must ensure that each of its Subcontractors 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 3.5.

3.6 Initial Visit and Audit

- 3.6.1 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 Contractor, and to ensure that the Contractor's financial management of the project can be done efficiently and in accordance with the requirements of the Contract. The Contractor agrees to allow for the initial visit and to provide the DFATD Contracting Authority with the facilities, personnel, and any information required for the purposes of the initial visit, all at no cost to DFATD.
- 3.6.2 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 Contractor will keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Contractor, 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 Contractor 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 Contractor 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.

3.7 Intellectual Property

3.7.1 Interpretation

- (a) “work” means anything that is created or developed in relation to the Project including designs, reports, photographs, drawings, specifications, plans, tools, resources, computer software, surveys, and Web sites.

3.7.2 All intellectual property rights are vested to the Contractor.

3.7.3 The Contractor hereby grants Canada, the beneficiaries of the Project and any person designated by DFATD, notably in the disposal of assets plan, a worldwide, perpetual, irrevocable, non-exclusive, non-commercial, free-of-charge and royalty-free license, authorizing them to exercise all of the intellectual property rights in the Work and which:

- a. Authorizes them to do the acts reserved to the owner by the national law applicable to the Work or, if there is no law in a country where the license is exploited, the acts reserved to the owner by the applicable law in Canada; and
- b. Grant a free-of-charge and royalty-free sublicense to any person, authorizing the sublicensee to do any or all of the acts mentioned in paragraph a.

3.7.4 The Contractor declares and warrants that the Work, an the exercise of the intellectual property rights granted under the Contract, in no way infringe upon the intellectual property rights of others or upon the legislation in force;

3.7.5 The obligations contained in this section must be reproduced in all sub-agreements and subcontracts.

3.8 Liability

The Contractor is liable for any damage caused by the Contractor, its Personnel, Local Support Staff, or agents to DFATD or any Third Party. DFATD is liable for any damage caused by DFATD, its employees or agents to the Contractor 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. 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.

3.9 Equipment, Vehicles and Materials

3.9.1 Equipment, Vehicles and Materials Furnished by DFATD

- (a) Equipment, vehicles and materials made available to the Contractor by DFATD must be used by the Contractor solely for the purpose of the Contract and will remain the property of DFATD. The Contractor 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 Contractor 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 Contractor 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 Contractor must provide to DFATD an inventory of and return to DFATD all equipment, vehicles and materials furnished by DFATD relating to the Contract.

3.9.2 Equipment, Vehicles and Materials, Services or Assets Purchased by the Contractor

Where the Contractor 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.



- 3.9.3 Equipment, vehicles and materials purchased by the Contractor wholly or partly with funds provided by DFATD, will be the property of the Contractor until transferred to a Recipient Country or another approved entity in accordance with the approved disposal plan and will be marked accordingly by the Contractor until such transfer.
- 3.9.4 At the time of submission of the final report, or as required at any other time, the Contractor 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.

3.10 Public Recognition

- 3.10.1 In consultation with DFATD, the Contractor 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.
- 3.10.2 The Contractor must plan for, and report on its public recognition activities in accordance with the reporting requirements of the Contract. The Contractor must supply DFATD with a copy of any written or electronic material acknowledging DFATD's support or information on its public recognition activities. DFATD may provide content and input into any supporting communication material.
- 3.10.3 The Contractor 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 Contractor.
- 3.10.4 All public materials issued jointly by DFATD and the Contractor must be judged acceptable by both Parties and will be made available in both English and French.
- 3.10.5 After consultation, DFATD or the Contractor may request to cease all public recognition activities *inter alia* for security, programming or other compelling reasons. DFATD and the Contractor will consult each other to determine when the public recognition activities may resume.

3.11 Economic Sanctions and Other Trade Controls

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

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

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

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

- 3.11.2 The Contractor will consult the above links to be aware of the foreign governments, persons and activities subject to economic sanctions and other trade controls during the period of the Contract.
- 3.11.3 The Contractor will comply with the legislations and regulations related to economic sanctions and other trade controls, and with any modifications made to them, during the period of the Contract, and will require such compliance by its Personnel and Local Support Staff.
- 3.11.4 The Contractor will notify the Department immediately if it is unable to complete the Contract as a result of sanctions or other trade controls. The Contractor agrees that if it does not comply with this Article, the Department will determine an appropriate course of action, including the suspension or termination of the Contract.
- 3.11.5 The Contractor will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.

3.12 Managing for Results

- 3.12.1 The Contractor must monitor project outputs and outcomes using indicators specified in the most recently approved version of the Performance Measurement Framework.
- 3.12.2 The Contractor must propose adjustments to sub-activities and outputs, in accordance with the provisions of the Contract detailed under the GC 2.3, to ensure achievement of outcomes at the immediate, intermediate and ultimate levels.
- 3.12.3 The Contractor 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 Contractor must notify the Technical Authority using a notice to DFATD. In the notice, the Contractor must provide an estimate of the financial impact on the annual budget of the identified



issues, problems or potential risks. The Contractor 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.

- 3.12.4 The Contractor 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. Contractor’s Personnel

4.1 Working Hours, Leave, Etc.

- 4.1.1 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 (1) person-day to be claimed by the Personnel cannot exceed the number indicated in paragraph GC 4.1.2. 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 paragraph GC 4.1.2 below and multiplying the result by the number of hours actually worked during the day.

- 4.1.2

The number of hours in a day is	7.5
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4.2 Replacement of Personnel

Existing Position – Replacement of Personnel

- 4.2.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the Services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 4.2.2 If the Contractor is unable to provide the Services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to DAFTD. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 4.2.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with 4.2.2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 4.2.4 Unless otherwise agreed to in writing by DFATD, the Contractor must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).

4.3 Harassment in the Workplace

The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.

The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or Subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, Contractor or other individual employed by, or under Contract with DFATD. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor’s response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

4.4 Improper Conduct or Abandonment of Position

- 4.4.1 During the period of the Contract, the Contractor 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 Contractor must maintain the standards of non-discrimination described in GC 3.1.1 and GC 4.3 during this Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Contractor must ensure that its Personnel and Local Support Staff are also bound by these provisions.
- 4.4.2 The Contractor must inform all members of its Personnel and Local Support Staff 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.

- 4.4.3 The Contractor 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 Contractor'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 2.5 or Termination due to default of Contractor in accordance with GC 2.6.

5. Obligations of DFATD

5.1 Goods and Services Provided by the Recipient Country

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 Contractor must inform DFATD as soon as possible. DFATD and the Contractor will then consider what measures to take in order to remedy the situation.

5.2 Method of Payment

In consideration of the Services performed by the Contractor under this Contract, DFATD will pay the Contractor in accordance with the provisions set forth in Annex C, Basis of Payment.

6. Complaint Mechanism and Settlement of Disputes

6.1 Alternate Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle (for DFATD, the Technical and Contracting Authorities). If an agreement is not reached, the Internal Review Mechanism (IRM) is available to facilitate dispute resolution. The Contractor may submit its complaint using the IRM Enquiry Form. In the event that no settlement is reached through this process, each Party hereby:

- (a) Consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public 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 will, 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.

6.2 Complaint Mechanism for Contract Administration

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 Contractor 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.



7. Signature

The Contract will become effective on the date of the last signature.

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

For **[Member in Charge]**

Signature

Date (YYYY-MM-DD)

Name

Title

For **[Member]****Error! Reference source not found.**

Signature

Date (YYYY-MM-DD)

Name

Title

For Her Majesty

Signature

Date (YYYY-MM-DD)

Name

Title



ANNEX “A” Glossary

(include Part 1 Glossary at Contract signature)



ANNEX “B” Terms of Reference

“Modernization of Peru’s Civil Service Project” (MODSERV)

LIST OF ACRONYMS

CAS	Administrative Service Contracting
CSR	Civil Service Reform
CSL	Civil Service Law
DFATD	Department of Foreign Affairs, Trade and Development
ENAP	National School of Public Administration
FIAP	Canada’s Feminist International Assistance Policy
GDCRSC	Civil Service Capacity Development and Performance Office
GDGP	Public Management Development Office
GDSRH	Human Resources Management System Development Office
GE	Gender Equality
GPGSC	Civil Service Policies Management Office
HRMS	Human Resources Management System
IDB	Inter-American Development Bank
INEI	National Institute of Statistics and Information Technology
MEF	Ministry of Economy and Finance
MEL	Monitoring, Evaluation and Learning
MINAM	Ministry of Environment
MIMP	Ministry of Women and Vulnerable Population
MODSERV	Modernization of Peru’s Civil Service Project
OECD	Organization for Economic Co-operation and Development
PCM	Presidency of the Council of Ministers
PIP	Project’s Implementation Plan
PNMGP	National Policy for the Modernization of Public Management
PMC	Project Management Committee
PSC	Project Steering Committee
SERVIR	National Civil Service Authority
SUNAT	National Superintendency of Customs and Tax Administration
SBS	Superintendency of Banking, Insurance and AFP
TA	Technical Assistance



Part 1

Project Description

1. CONTEXT

Peru is a multi-ethnic and diverse country, enjoying political and economic stability and steady macro-economic growth since 2000. It is an upper-middle-income country hindered by low productivity, widespread informal employment, high levels of inequality in income and social development (particularly in education and health), with an economy and growth relying on international mineral prices. Given the size and duration of its exceptional economic growth in the past 15 years, Peru could have made significantly more progress, however, the country has not reached its potential owing to many factors, including an inefficient civil service.

The Government of Peru employs approximately 1.6 million civil servants and is the largest employer in the country. In the past 10 years, the creation of new ministries and public entities has resulted in increased staff and budget (budgets have increased from 11 billion Soles to 23 billion Soles, approx. \$4.2 million CAD to \$8.8 million CAD annually). However, these increases have not translated into more or better service delivery to the public due to the weakness of its civil service.

One of Peru's first civil service diagnoses was developed by the Inter-American Development Bank (IDB) ("Report on the Civil Service situation in Latin America (2004)")¹, which confirmed that it was characterized by a high staff turnover rate with a large number of temporary staff and few incentives for good performance. Numerous and contradictory employment contracts and legislation, among other factors, have led to inconsistencies in hiring and promotion procedures. As a result, employees of the same department, with the same professional responsibilities, can receive different salaries and benefits. In addition, there is a lack of incentives for new graduates to enter the civil service.

The wide disparity and archaic nature of recruitment and personnel management systems within the three levels of the Government of Peru (national, regional and local) promotes corruption and inefficiency. This situation is widely recognized by the international community, and by the Government of Peru itself, as a major obstacle to the diligent and effective implementation of state reforms and the delivery of basic public goods and services throughout the country. Within the framework of the Free-Trade Agreement implementation process with the United States, and in response to the US Government's requirements referred to the modernization of Peru's public management, a window of opportunity was identified to re-launch the Civil Service Reform (CSR). This was formalized with the approval of three main legislative decrees, among them one creating the National Civil Service Authority (SERVIR).

In order to address the many challenges in the civil service, the Government of Peru has made CSR a priority. The CSR will address the challenges in the civil service, create a clear and harmonized set of policies and regulations, consolidate the State's Human Resources Management System (HRMS)², and provide its key actors with instruments and modern management techniques, in order to improve public service administration and create a stronger civil service. CSR aims to create a professional, meritocratic, results-oriented civil service focused on citizens, and to gradually achieve a consolidated single general employment framework, harmonizing terms of employment, compensation, promotion, responsibilities and rights of civil servants.

Later diagnoses, the updates of IDB's 2004 Report ("Law No. 29158, 2007 (2011)", and the "Institutional diagnosis of civil service in America Latina: Peru (2015)", as well as the Organization for Economic Co-operation and Development's (OECD) reports produced within the Country Program for Peru, have assessed the improvements of the civil service after the creation of SERVIR and the implementation of the CSR, particularly the approval of the Civil Service Law (CSL). Nevertheless, they still recommend strengthening the civil service as one of Peru's priorities³.

Canada has approved the Modernization of Peru's Civil Service Project (MODSERV) in order to support SERVIR in its efforts to improve the civil service. Canada wishes to share with SERVIR best practices and lessons learned from the on-going development of its own civil service⁴. Canada's civil service is recognized internationally for its excellence, based on merit and non-partisanship, respect for diversity, and its aim to deliver services of the highest quality to the public, serving with integrity and in their official language of choice.

Canada considers that its experience, transferred and adapted through MODSERV, could be valuable to Peru. MODSERV will support SERVIR in implementing the HRMS at targeted entities within the three levels of government, with a view to improve public services to citizens by strengthening and

¹ Referred to in "Serving Citizens: A Decade of Civil Service Reforms in Latin America (2004-13)", (2014), pp. 18-19. [https://publications.iadb.org/publications/english/document/Serving-Citizens-A-Decade-of-Civil-Service-Reforms-in-Latin-America-\(2004-13\).pdf](https://publications.iadb.org/publications/english/document/Serving-Citizens-A-Decade-of-Civil-Service-Reforms-in-Latin-America-(2004-13).pdf).

² In relation to MODSERV, the HRMS is the set of principles, rules, methods, procedures, techniques, resources and instruments by which the Public Administration establishes, develops and executes the State policy regarding civil services defined in Law No. 29158 (2007).

³ OECD Public Governance Review: Peru Integrated Governance for Inclusive Growth, (2016), pp. 193-218. <http://www.oecd.org/countries/peru/oecd-public-governance-reviews-peru-9789264265172-en.htm>

⁴ Since responsible government began in 1849 up to the 2005 coming into force of the 2003 Public Service Modernization Act: Government of Canada Public Service Modernization Act (2003) <https://laws-lois.justice.gc.ca/eng/acts/p-33.4/>



institutionalizing a gender-sensitive and inclusive HRMS. MODSERV will also aim to provide Technical Assistance (TA) to SERVIR in the implementation of Law N° 30057: the CSL.

1.1. The key elements of the CSL are:

- i. **Meritocracy:** No worker will enter the civil service without a competitive selection process. Permanent and periodic performance evaluations will be carried out to promote the most competent and suitable candidates. Causes for dismissal will be based on proven and repeated inefficiency, among other things.
- ii. **Results-based oriented:** The delivery of services to citizens and the operations of the civil service will be results-focused.
- iii. **Standardized rules:** A new set of general rules will be established for the civil service, to harmonize the duties and rights of civil servants. It does not apply to the so called “special regimes or careers⁵” and the exceptions ruled by law.
- iv. **Classification:** Civil servants will be classified within four (4) different groups, according to the type of functions performed, with specific rules for each:
 - a. Public officers, who exert political, normative and administrative attributions, elected or assigned. Example: President, Minister, Vice Minister, Congressman, Mayor;
 - b. Managers, with organizational, direction or decision-making functions. Example: Director General, Director, Technical Secretary, Head of an Office, Manager, Deputy Manager;
 - c. “Career” civil servants, who carry out activities directly linked to the fulfillment of the substantive and internal administrative functions. This classification, which implies long-term contracts and the possibility of progression and mobility between public entities. Examples: Professional and Technical Experts; and
 - d. Civil servants in supporting activities, who perform supporting, complementary, manual or operational functions. Examples: counsellor, secretary, assistant, driver, janitor, errand boy, etc.

In any of the four (4) groups, there can be civil servants in “trust positions”. CSL article 2°e defines trust positions as those that are part of the close entourage of the public officers or managers whose job security depends on the trust of the person that assigned them. Article 77° limits these positions to 5% of the total of positions of an entity, with a maximum of 50 trust positions per entity.

- v. **Organization of positions:** Civil servants will be organized into streams which are sets of positions with similar duties, characteristics and objectives, and which need specific skills. These civil servants are responsible for the following six (6) processes that are found across all public entities at the national, regional or local levels:
 - a. Planning and budgeting;
 - b. Institutional management;
 - c. Counselling and controversy resolution;
 - d. Public policies’ design, implementation and evaluation;
 - e. Provision and delivery of goods and services; and
 - f. Auditing, tax management and coercive execution.

Within each process, there are different roles to be addressed. For example, the Planning and budgeting process executes six (6) roles: Strategic Planning, Public Budget, Public Investment, Contracting, Accounting, Treasury and Public Indebtedness. In addition, for each role there will be different functions, which will be addressed by different positions, according to the complexity of the function or level of responsibility (assistants, analysts, executives).

- vi. **Flexibility:** Ensure a flexible approach in order to adapt the requirements of the CSL to very small entities (special rules relating to the implementation of the CSL have been established for municipalities with less than 20 civil servants).
- vii. **Standardized Processes:** Establish standardized processes for dealing with issues such as ethics and discipline, training and evaluation, and collective bargaining that are applicable to all civil servants without exception.

⁵ Special Regimes or Careers refers to Public servants who are members of the Army National Police Force, Diplomats, Teachers, University Teachers, Healthcare professionals, Judges, Public Prosecutors and penitentiary servants



- viii. Remuneration Policy: Establish a new remuneration policy for the public administration as a whole, adopting objective and general criteria in the definition of remuneration, allowing greater control of inadequate payments and guaranteeing equivalent compensation for work performed in similar posts and conditions, in relation to the level of effort, responsibility and complexity of the position.
- ix. Phased Implementation: Given the fiscal and operational capacity of the government, the implementation of the new civil service regime will be gradual. The law initially established a timeframe of six (6) years for this implementation, but the timeframe is extended annually by the Public Budget Law.

1.2. The following are the main laws and policies which outline the framework for the CSR:

- i. Law N° 27783: Framework Law on decentralization (2002) – established regional governments as well as transferred power and responsibilities to the regions.
- ii. Law N° 27658: Framework Law for the Modernization of State Management (2002) – confirmed the importance of the modernization of the State in order to improve the government's management capacity and its delivery of quality public services and to build a democratic, decentralized State focused on citizens.
- iii. Law N° 28175: Framework Law on Public Employment (2004) – established general guidelines for promoting, consolidating, and maintaining a modern, hierarchical, professional, unitary, decentralized, and developed public administration.
- iv. Legislative Decree N° 1023 (2008) – created SERVIR with the mandate to modernize the HRMS and lead the CSR.
- v. Legislative Decree N° 1024 (2008) – created and regulated the Public Managers Body.
- vi. Legislative Decree N° 1025 (2008) – stated regulations on Training and Evaluation of Public Servants.
- vii. National Policy for the Modernization of Public Management (PNMGP) (2013) – proposed a structural reform to the civil service, being one of its main pillars the development of a meritocratic civil service.
- viii. Law. N° 30057: Civil Service Law (2013) – established a new general civil service regime to be implemented gradually. This regime co-exists with the civil servants' employment regimes found in Legislative Decree N° 276: Public Office Regime (1984) and Legislative Decree N° 728: Private Activity Regime (1991) which regulate segments of the civil service. Law N° 30057 aims to eventually absorb them, consolidating to a single general employment framework. It also co-exists with the special regimes/careers regulations and the Administrative Service Contracting (CAS) – a special temporary contracting regime.

1.3. SERVIR

Legislative Decree N° 1023 (2008) created SERVIR, a public entity attached to the Presidency of the Council of Ministers (PCM), as the governing board of the State's CSR with two mandates:

- i. To modernize the HRMS of Peru's civil service, and;
- ii. To lead the CSR

SERVIR is a specialized technical body, with authority nationwide, and over all entities and employment regimes in public administration.

In order to carry out its mandates, SERVIR's functions include developing and implementing national civil service policies, proposing policy on compensation, dictating technical rules for the development and implementation of the HRMS, overseeing compliance, resolving conflicts, among others, all within the scope of human resources management of the civil service.

SERVIR (see Appendix 1 – SERVIR's Organizational Chart) has an executive president, which oversees the Governing Board and the administration and technical arms of SERVIR. Its Governing Board includes the Director General of Public Budget from the Ministry of Economy and Finance (MEF), the Secretary of Public Management of the PCM, and three (3) advisors appointed by the Prime Minister based on their merit and qualifications. The composition of SERVIR's Governing Board, with members from different entities (civil society, MEF and PCM), aims at increasing cooperation and synergies among the strategic sectors involved in the CSR.

SERVIR also relies on a Civil Service Tribunal, which has functional independence and does not report to the top management of SERVIR. The Tribunal guarantees the enforcement of the legal framework and the



protection of civil servants' rights such as salaries, assessment and promotion within the public service, disciplinary rules and job termination. The Tribunal creates administrative jurisprudence.

1.3.1. Modernization of HRMS

SERVIR's first mandate of modernizing Peru's HRMS, covers the entire civil service (1.6 million servants) within all public entities. In order to fulfill this mandate SERVIR's on-going tasks are:

- i. developing, implementing and supervising the policies and required tools related to civil service personnel
- ii. addressing the core processes of strategic planning, organizational design, internal civil service policies and processes
- iii. developing eight (8) human resources management sub-systems:
 1. HR Planning
 2. Work Organization
 3. Employment Management
 4. Performance Management
 5. Compensation Management
 6. Development Management
 7. Human and Social Relations Management
 8. Organization of the HR function
- iv. integrating cross-cutting issues such as Gender Equality (GE), environment and inclusion (i.e. person with disabilities and indigenous people), within SERVIR and the entire civil service.

SERVIR has made significant progress on the modernization of the HRMS. Originally, the IDB deemed Peru to be in a weak situation characterized by normative dispersion, deficient strategic planning, and limited technical and institutional capacities. However, later evaluations completed by the IDB demonstrated that the situation of the civil service has improved⁶. Originally in 2004, Peru scored 14 out of 100 points whereas in 2011, Peru scored 29 points, increasing by 15 points. This increase was attributed to the adoption of several measures by the Government, and the political will that supported the process of professionalization of the civil service, highlighted by the approval of the CSL in 2013. Furthermore, in 2016, the IDB once again carried out the institutional diagnosis of the Peruvian civil service, in which a significant advance can be noted compared to the results of 2011⁷. Peru obtained 41 points, an increase of 12 points from 2011 and 27 points overall since 2004. With this score of 41 points, Peru exceeded the average score in Latin America for the first time.

The IDB comparative analysis between the scores of 2004 and 2011/2013⁸, revealed significant progress made by SERVIR following an "incremental reform option"⁹ which included:

- i. the consolidation of the Public Managers Body (*Cuerpo de Gerentes Públicos*), professionalizing public sector management;
- ii. the improvement of the Organization of the Human Resource Management Function subsystem and the Work Organization and Employment Management, which were strengthened by the improved quality of the hiring and competition processes;
- iii. the Performance Management and Development Management, due to the progressive reimplementation of the culture of performance appraisal and its linkage to the detection of training needs (addressed through the National School of Public Administration (ENAP); and
- iv. the Compensation Management due to the better protection afforded to contractual civil servants, who were transferred from the non-professional services regime to the CAS regime.

SERVIR continues to make progress through the development of regulations, policies and instruments that enable a more effective management of Peru's civil service, as SERVIR's Management Balance of 2015 and SERVIR's 2017 annual report "*Memoria institucional 2017*" show. One specific line of work that stands out from SERVIR is their development of "new civil service policies" towards a gender-based, multicultural and inclusive civil service management. Canada's TA through MODSERV will enable a transfer of best practices and lessons learned on inclusion and representability of its public service. Attracting visible minorities, aboriginals, and people with disabilities so their civil service presence equals that of Canada's population, remains a process requiring continued effort. This process has multiple best practices and lessons learned that will be useful to the Government of Peru and SERVIR.

Although IDB's 2015 assessment confirms the progress made in the Peruvian civil service, it also identifies several challenges that SERVIR must face which includes:

- i. develop and maintain strong political liaisons in order to keep the CSR in the public agenda;
- ii. strengthen SERVIR as the HRMS governing body to lead effectively the implementation of the CSR;
- iii. build capacities in SERVIR and the public entities for the implementation of the CSR;

⁶ "Serving Citizens: A Decade of Civil Service Reforms in Latin America (2004-13)", (2014), Op. cit., pp. 22-23.

⁷ "Management model of the Peruvian civil service Public Managers Group, SERVIR, (2016), pp. 15-16
<https://storage.servir.gob.pe/publicaciones-sc/2016/Management-Model-Peruvian-Civil-Service-Public-Managers-Group-August16.pdf>

⁸ "Serving Citizens: A Decade of Civil Service Reforms in Latin America (2004-13)", (2014), Op. cit., pg. 192.

⁹ "Serving Citizens: A Decade of Civil Service Reforms in Latin America (2004-13)", (2014), Op. cit., pg. 87.

- iv. provide incentives¹⁰ to the public servants to transition to the CSL;
- v. continue communication and dissemination of the reform to achieve citizens' support;
- vi. develop efficient and adequate information management as part of monitoring the civil service;
- vii. strengthen joint work with international cooperation for the implementation of the CSR in the subnational governments.

1.3.2. Leading the Civil Service Reform

The purpose of the CSR¹¹ is to professionalize and better manage the Peruvian Civil Service, in order to provide better services to Peruvians, through a comprehensive transformation of the civil service. The CSR aims to increase efficiency and effectiveness in the acquisition of goods and services by public entities for the benefit of all Peruvian citizens.

SERVIR is in charge of overseeing and leading the design and implementation of Peru's ambitious CSR. This reform is a foundational element of the HRMS's modernization process and is guided by the following objectives:

- i. create a results-oriented civil service focused on citizens;
- ii. professionalize the civil service through meritocratic approaches to recruitment, retention and job progression;
- iii. gradually achieve a consolidated single general employment framework, harmonizing the terms of employment, compensation, responsibilities and rights of civil servants;
- iv. consolidate the state's HRMS and its key actors;
- v. have instruments and modern management techniques and strengthen HR offices.

In OECD's 2016 report¹², the CSR stands to greatly enhance civil service management capacity, as well as implementing and reinforcing the need for a merit-based civil service at all levels of the government. Systematic adherence to basic merit-based processes and standards in key areas such as recruitment, promotion and compensation will in turn create scope to develop a strategic HRMS based on competencies, performance and more flexible management of the public sector workforce according to the evolving needs of the government. The report states that the CSR is part of a wider process of governance modernization, which aims to align a merit-based civil service management with various components of Peru's public management systems, including strategic planning, management for results, knowledge management and administrative simplification, among others.

The OECD's report also states that SERVIR's implementation of the CSL will only cover 40% of the 1.4 million civil servants, which equates to approximately 560,000 civil servants¹³. As of 2019, the number of civil servants has increased to an estimated 1.6 million, which would also increase the 40% to approximately 640,000 civil servants. This 40% is comprised of the civil servants from all public entities excluding the civil servants of the Central Reserve Bank of Peru, the Congress of the Republic, the National Superintendency of Customs and Tax Administration (SUNAT), the Superintendency of Banking, Insurance and AFP (SBS), the Office of the Comptroller General of the Republic and the Judicial Power, the employees of state enterprises, the public entities subject to special regimes/careers and the regional and local governments' labor workers. According to the report, this 40% group splits across levels of government as follows: approximately 43% at the national level, 22% at the regional level and 35% at the local (municipal) level¹⁴.

As explained in the OECD report, the implementation of the CSL has two interrelated components: the first is an organizational re-development, requires each targeted government agency (approximately 2,000 in the three levels of government)¹⁵ to make substantial improvements in its organization and functioning. In the CSR framework, public entities should transition to the new regime, through a number of steps, outlined in Appendix 2 – Roadmap Chart on Transition of Public Entities to the New Civil Service Regime.

The second interrelated component requires civil servants to voluntarily transition to the new regime¹⁶. In the transition process, each individual civil servant has the option to remain in the previous regime or transition to the new regime through a competitive process. If they choose not to transition, or are unsuccessful in the competitive process for the new regime, they may remain in their old post under the old regime, with its respective job protections, rights and responsibilities.

The main goal of the CSL is to have a transparent and harmonized set of policies and regulations for civil servants. This includes better ethics and disciplinary processes, capacity development, evaluation, and performance, as well as a new remuneration policy, all focused around a set of key objectives. The implementation of the CSL has the intention to gradually phase out the two (2) legislative decrees 276 (1984) and 728 (1981), which are currently regulating the civil service.

¹⁰ Among the incentives, the CSL provides stability for those who don't have it now, and to all civil servants in the general regimes, the possibility of development and career advancement, as well as better wages and permanent training.

<https://andina.pe/agencia/noticia-peruvian-president-defends-beneficial-new-civil-service-law-465209.aspx>

¹¹ "Management model of the Peruvian civil service Public Managers Group, SERVIR, (2016), Op. cit. pg. 10.

¹² OECD Public Governance Review: Peru Integrated Governance for Inclusive Growth, (2016), Op. cit. pg. 194.

¹³ OECD Public Governance Review: Peru Integrated Governance for Inclusive Growth, (2016), pg. 194.

¹⁴ OECD Public Governance Review: Peru Integrated Governance for Inclusive Growth, (2016), pg. 196.

¹⁵ OECD Public Governance Review: Peru Integrated Governance for Inclusive Growth, (2016), pg. 194.

¹⁶ See the incentives on footnote N°9.



SERVIR oversees and gives TA to the public organizations that have begun their transition to the new civil service regime. The four stages of this transition are further outlined in Appendix 2 – Roadmap Chart on transition of Public Entities to the New Civil Service Regime. As of June 30, 2020, 463 of the 2,000-targeted entities are in transition¹⁷, and SERVIR has issued a resolution to 90 of these entities to initiate compliance with the CSL. The progress is shown in Table 1 below.

Table 1 – Progress of Entities in transition

Type of entity	Currently completing Stages 1 or 2	Completed Stage 3	Currently completing Stage 4	TOTAL
Constitutionally Autonomous Agencies	4	1	-	5
Regulatory Agencies	3	1	-	4
Ministries	2	15	2	19
Public Executing Agencies	8	23	1	32
Specialized Technical Agencies	13	15	3	31
Universities (public)	40	2	-	42
Programs/Projects	29	12		41
Hospitals – Health Institutes	25	0	-	25
Regional Governments	12	5	-	17
Regional Directions	17	0	-	17
Metropolitan Municipality (Lima)	0	1	-	1
Provincial Municipalities	68	3	-	71
District Municipalities	129	3	-	132
Others	23	3	-	26
CURRENT TOTAL PER STAGE	373	84	6	463

2. CURRENT SITUATION

In 2014, Peru signed an ambitious Country Programme with the OECD, which comprised 19 policy reviews, participation in 19 OECD committees and working parties, and the adherence to 12 selected OECD legal instruments. A multi-ministerial commission was created to lead the Country Programme and a special commission in parliament was created to oversee the implementation of recommended reforms.

In late 2016, 14 studies were completed through the OECD Country Programme, including the Multidimensional Review, Public Governance Review, Public Integrity Review, Regulatory Policy Review, Territorial Review, and the Assessment of Statistics and Statistical System, among others. OECD studies identified strengthening the civil service as one of Peru’s priority challenges. OECD has issued several recommendations, which SERVIR has reviewed and is in the process of implementing. MODSERV will be relevant to the implementation of these recommendations.

Modernizing the HRMS, in addition to the implementation of the CSL, is a challenge for SERVIR considering the scope, resources and level of specialization required, due to:

- i. The limited resources and capacity of SERVIR to produce strategic content and to coordinate the actions by relevant stakeholders of the CSR, and to provide TA to the targeted public entities at the three levels of government;
- ii. The disparity in the capacities of the public institutions at the three levels of government, which makes the implementation process difficult and requires setting up different compliance standards;
- iii. The limited number of companies and consultants working in the field of human resources in Peru with a knowledge of the public sector, and with experience in supporting transition processes;
- iv. The need for a cultural change at the staff and organizational level for both SERVIR and Peru’s civil service as a whole;
- v. The lack of public trust in the State, which increases with every new case of corruption known in the country;
- vi. The resistance to the CSL as shown by some trade unions contesting before the Constitutional Tribunal as well as continued complaints;
- vii. The risk of a shift in the Government of Peru’s political priorities in reference to the reform.

Knowing these limitations, Canada wishes to support SERVIR in its efforts to modernize Peru’s civil service through the implementation of MODSERV.

With respect to the Public Managers Body¹⁸, the idea was to progressively select a group of professionals to be trained in public administration and expenditure execution, who would take up mid-ranking management positions in state agencies within a new career and pay framework that would be applicable only to these positions. The main objective of the public management segment was to institutionalize and professionalize the public management function, based on principles of public value creation,

¹⁷ NOTE: These numbers are updated periodically by the Government of Peru and are subject to change.

¹⁸ “Serving Citizens: A Decade of Civil Service Reforms in Latin America (2004-13)”, (2014), Op. cit. pg. 83.



accountability for results and economic rationality, managers that would be incorporated to the civil service when the public institutions gradually made a transition to the CSL regime.

Despite the significant progress made by SERVIR in modernizing the HRMS, the World Economic Forum's Global Competitiveness Index 2017-2018¹⁹, points out the inefficient government bureaucracy as the second problematic factor for doing business in Peru, after corruption. This confirms the latest assessment done by the IDB in their technical note IDB-TN-845 "*Diagnóstico Institucional del servicio civil en América Latina: Perú*" which still shows many issues and challenges to address the lack of a fully modern and professional civil service.

This constraint affects public service delivery across all sectors, and is one of Peru's main obstacles to achieving inclusive growth. The weak outcomes in several sectors in Peru can be traced to the underperformance of the public sector civil service resulting from an insufficient number of qualified individuals in key positions and a lack of comprehensive civil service policies and institutional frameworks. The OECD Public Governance Review: Peru Integrated Governance for Inclusive Growth (2016) concurs that an effective and efficient management of the civil service is a basic building block of good governance, and has issued specific recommendations to the Government of Peru, considering the potential impact of the CSR as an integral component of the government's public management modernization agenda²⁰.

3. EXPECTED RESULTS FOR MODSERV

The ultimate outcome of MODSERV is to improve national, regional and local civil services in Peru, particularly in the regional governments of Piura and La Libertad in the north, and Cusco and Arequipa in the south.

At the Intermediate Outcome level, MODSERV will:

- i. Strengthen the institutionalization of a gender-sensitive and inclusive HRMS within SERVIR and across all three levels of government; and
- ii. Improve the implementation by SERVIR of a gender-sensitive and inclusive HRMS within targeted ministries chosen to pilot the implementation at the national level and within targeted regional and local governments.

Refer to the Logic Model in Appendix 3 for the full description of Outcomes and Outputs and Results.

Improving the Peruvian public service will lead to a better provision of public services to the population and aligns with Canada's programming in Peru that seeks to enhance Inclusive Governance, one of the six Action Areas of Canada's Feminist International Assistance Policy (FIAP)²¹.

More specifically, MODSERV aims to support SERVIR by strengthening its institutional and staff capacities in order to enable it to:

- i. Develop and implement the HRMS within SERVIR and the entire civil service at the three levels of government by;
 - a. developing, implementing and supervising the policies and required tools related to civil service personnel;
 - b. addressing the core processes of strategic planning, organizational design, internal civil service policies and processes;
 - c. developing the HRMS sub-systems;
 1. HR Planning
 2. Work Organization
 3. Employment Management
 4. Performance Management
 5. Compensation Management
 6. Development Management
 7. Human and Social Relations Management
 8. Organization of the HR function
 - d. ensuring the mainstreaming of the cross-cutting issues of GE, inclusion and environment within the HRMS in the design and implementation of civil service's policies.
- ii. Develop capacity to implement the CSR internally and within the targeted public entities, providing the tools and TA required;
- iii. Support the implementation of the CSR only in the targeted public entities as per the Project (refer to Section 4.1 – Beneficiaries).

In order to strengthen SERVIR's stewardship of the HRMS and boost the transit process to the new Civil Service framework, initial focus will be put on developing the following HRMS sub-systems:

- i. HR Planning

¹⁹ Global Competitiveness Report 2017-2018, pp. 237-238. <http://www3.weforum.org/docs/GCR2017-2018/05FullReport/TheGlobalCompetitivenessReport2017%E2%80%932018.pdf>

²⁰ OECD Public Governance Review: Peru Integrated Governance for Inclusive Growth, (2016), pp. 223-226.

²¹ https://international.gc.ca/world-monde/issues_development-enjeux_developpement/priorities-priorites/policy-politique.aspx?lang=eng

According to the IDB²², this subsystem addresses the degree to which the organization has the necessary human capital—both quantitative and qualitative—in place to effectively implement its strategy. This extends to the existence of appropriate HR policies and procedures as well as the availability of information systems to enable management to gather, store, retrieve, analyze, and interpret staff-related information and use it to inform effective decision making:

- a. Strengthening efforts to include policy approach (GE, multiculturalism, integrity, people with disabilities). By supporting SERVIR in the development of processes for the formulation and implementation of inclusive, gender-sensitive and results-based policies (GE, multiculturalism, people with disabilities and inclusion) for SERVIR and the civil service.
- b. Designing flexible adaptation of personnel practices to strategic changes in the organization. By supporting SERVIR in the review and development of HR planning policies and instruments for the optimization of the workforce, the correct distribution of resources, and an adequate distribution of the workload (design of exceptional and temporary measures to avoid the risk of contagion of COVID-19 and to assure the well-being of public servants, e.g. remote work).

ii. Employment Management

This sub-system²³ includes the flows of people entering, moving through, and exiting the system (recruitment and selection, development, dismissal, retirement, and others). It addresses the policies and procedures associated with an employee's recruitment, selection, induction/orientation, mobility, and separation from the organization. Hallmarks of effective employment management include equity and transparency:

- a. Developing hiring and selection processes.
 1. By supporting SERVIR to prepare inclusive and gender-sensitive national, regional and local manuals and tools that develop merit-based hiring management, which includes recruitment, selection, and induction.
 2. By supporting SERVIR to prepare massive recruitment processes (e.g. designing the necessary instruments to carry out public personnel selection contests in the framework of the transit to the new Civil Service framework at national, regional and local level).
- b. Developing mobility and separation processes. By supporting SERVIR to prepare inclusive, gender-sensitive national, regional and local manuals and tools that develop mobility management, which affects the movements of people between jobs (functional and geographic mobility), and the management of separation and fair dismissal (e.g. policies and practices related to the termination of the employment relationship, whether for disciplinary reasons, inadequacy or poor performance, or for economic, organizational or technological reasons).

iii. Performance Management

This sub-system²⁴ involves planning, motivating, and evaluating employees' contributions to the organization, considering the organization's strategic priorities and associated goals and objectives. In practical terms, this means that each employee should have specific performance targets which are systematically monitored, and feedback should be provided to help ensure that all targets are met during each assessment period:

- a. Developing performance measurement processes. By supporting SERVIR to prepare manuals and tools (national, regional and local, with a focus on GE, multiculturalism and inclusion) for:
 1. performance planning, defining performance guidelines or standards;
 2. actively monitoring performance throughout the management cycle;
 3. performance evaluation; and
 4. developing performance improvement plans.

4. PROJECT ORGANIZATION AND GOVERNANCE

4.1 Beneficiaries

MODSERV will be implemented at the national level with SERVIR but will directly benefit selected entities at the national, regional and local level. The selected entities below, chosen as beneficiaries of MODSERV for the implementation of the CSR may change and will be confirmed and approved in the Inception Phase by the Department of Foreign Affairs, Trade and Development (DFATD) and SERVIR:

- i. National Level - four (4) selected ministries:
 - a. Ministry of Environment (MINAM);
 - b. Ministry of Education (MINEDU);
 - c. Ministry of Economy and Finances (MEF); and
 - d. Ministry of Women and Vulnerable Populations (MIMP).

²² LA FUENTE, Mariano and MOLINA, Evelyn. "Building State Capacity in the Caribbean: A Baseline Report of the Civil Service". Technical Note N° IDB-TN-1512 IDB, November 2018. Pg. 9. <https://publications.iadb.org/publications/english/document/Building-State-Capacity-in-the-Caribbean-A-Baseline-Report-of-the-Civil-Service.pdf>

²³ Op. Cit. pg. 11.

²⁴ OP. Cit. pg. 12.



- ii. Regional level with four (4) selected regional governments:
 - a. Piura;
 - b. La Libertad;
 - c. Cusco; and
 - d. Arequipa.

- iii. at local level with selected municipalities.

Other ministries, regional governments and municipalities could be selected in their place as beneficiaries during Project implementation, as agreed to by DFATD and SERVIR, according to their characteristics or level of implementation of the CSR. The direct civil servant beneficiaries of MODSERV are approximately 50,000 managers and staff members of the above-mentioned entities. Indirectly, MODSERV will benefit a total of 1.6 million civil servants in the implementation of a modern HRMS that will lead to better public services to the entire population.

	Civil servants covered by the new HRMS (Mandate 1)	Civil servants targeted by the CSL (Mandate 2)	Civil servants exempted from the CSL (Special Regimes and exempted entities)
Civil Servants subject to the mandate of SERVIR ²⁵ (Indirect Beneficiaries)	1,600,000	640,000 (40%)	960,000 (60%)
Civil Servants in Selected Entities benefiting from MODSERV'S support to SERVIR (Direct Beneficiaries)	50,000	50,000	0

4.2 Roles and Responsibilities of Main Actors

DFATD will approve the funds and annual budget for the Project; DFATD will review and approve all Project work plans, reports and budgets. DFATD will coordinate the external monitoring and evaluation of the Project, providing general direction for the Project Monitoring, Evaluation and Learning (MEL) system and assess progress towards expected results. DFATD will also chair committees with SERVIR, liaise with stakeholders on Project issues and contribute to the effective implementation of the Project. DFATD will plan the implementation of MODSERV's mid-term and end of Project evaluations and financial audits, and will work with the Consultant to ensure they execute recommendations as appropriate.

DFATD will approve additional Canadian Technical Expertise required in the Annual Work Plan, and 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 HR departments and agencies, Canadian Universities, Research Institute, and HR from the private sector.

DFATD has identified potential Canadian Technical Expertise from federal department and agency, mainly from Treasury Board Secretariat and the Public Service Commission. If and/or once the Canadian Technical Expertise is confirmed from the respective federal government Departments/Agencies, it will be available for the Consultant through Administrative Agreements between DFATD and the organizations, to ensure that best practices and lessons learned are transferred to build the capacity of Peruvian civil service and its professionals. TA from the federal government expertise is an important part of the project, and a budget has already been identified and set aside by DFATD for the potential short term mission to assist SERVIR and the Consultant.

SERVIR will provide access to the appropriate human resources (managers, officers, experts, staff and technical staff), financial and other resources required to work with the Consultant on implementation of MODSERV at the national, regional and municipal levels. In accordance with the approved plans and budgets, SERVIR will administer, disburse, monitor and control the funds related to its contribution to MODSERV. As required, SERVIR will sign inter-institutional Collaboration Agreements with the Ministries, regional and local governments participating in MODSERV that will outline their roles and responsibilities related to Project implementation and pilot of the CSR implementation. Each entity will identify and assign an officer that will serve as facilitator throughout the Project.

The Consultant must monitor and control Project-related expenditures and ensure that MODSERV is managed to facilitate the achievement of the expected results in an informed and timely manner, with a cost-effective use of resources. The Consultant must also adopt industry best practices in monitoring, evaluation and auditing of Project activities. The Consultant must develop and adjust the risk mitigation strategies developed for MODSERV to tackle any issue that could negatively affect the achievement of

²⁵ Although SERVIR's regulations do not apply to the members of the special programs, they do apply to its administrative staff (with the exceptions already noted) in what corresponds, unless contrary disposition of their specific laws.



the results. The Consultant is responsible for MODSERV's management and implementation, its achievement of results and financial management.

The Consultant is expected to coordinate with any other initiatives such as, but not limited to, Contribution Agreements and Arrangements, Projects and Programs supported by DFATD, as well as with other relevant donor-funded initiatives in Peru, in order to identify and promote opportunities for synergies.

4.3 Project Management

4.3.1 Project Steering Committee

The Project Steering Committee (PSC) is responsible for providing strategic direction and overall guidance to support the Project's implementation and the achievement of Project results. The PSC will ensure that the Project's Implementation Plan (PIP) and activities are in line with Peru's PNMGP, Peru's CSR agenda at the national, regional and municipal levels, and SERVIR's institutional strategy and annual operational plans. The PSC will therefore serve as a forum to address inter-agency issues with these institutions, as the effective implementation of Project activities and the achievement of its results will depend on their active participation.

The PSC will also serve as a forum to address inter-agency issues with Project stakeholders such as but not limited to: the PCM, National Assembly of Regional Governments, Association of Municipalities of Peru, and the Network of Urban and Rural Municipalities of Peru, as well as civil servants' unions, international organizations and "think tanks".

The membership of the PSC is as follows:

<u>Chairmanship</u>	<u>Organization</u>	<u>Role</u>
Co-Chair:	SERVIR	Executive President i. General Manager ii. Manager MODSERV
Co-Chair:	CANADA	Director-Counsellor (Development) i. First Secretary, Development or representative; ii. Representative from a Canadian entity related to the public service and Governance Specialist
Secretariat:	The Consultant	i. Project Director / Project Manager ii. Thematic specialists as required

4.3.2 Project Management Committee

The Project Management Committee (PMC) will oversee the effective implementation of the Project, ensuring that it is executed in an optimal manner, reviewing the PIP and processes, successes, challenges and lessons learned with a goal to having the most cost-effective implementation strategies and resources allocation throughout the life-cycle of the Project.

The membership of the PMC is as follows:

<u>Chairmanship</u>	<u>Participant</u>	<u>Role</u>
Co-Chair:	SERVIR	General Manager i. Manager of MODSERV; ii. Manager, Civil Service Policies Management Office (GPGSC); iii. Manager, HRMS Development Office (GDSRH); iv. Manager, Civil Service Capacity Development and Performance Office (GDCRSC); and v. Manager, Public Management Development Office (GDGP)
Co-Chair:	CANADA	i. First Secretary, Development or Representative ii. Representative from a Canadian entity related to the public service and Governance Specialist
Secretariat:	The Consultant	i. Project Manager ii. Thematic specialists as required

5. RISKS

The following risks have been identified in relation to the implementation of the Project. The Consultant is responsible for the identification and assessment of any additional risks during the Inception Phase. The Consultant must include these updated risks in the PIP.

5.1 Project's Complexity



The presence of multiple stakeholders, institutions and sectors could affect the implementation of MODSERV since the coordination amongst stakeholders with respect to the two (2) Intermediate Outcomes could be challenging and consensus difficult to reach.

5.2 Operational (related to the design)

The Project's design could fail to respond adequately to the context due to the complexity of the Project. On the other hand, the expected results could be difficult to assess or not be flexible enough to adjust to any changes during the Project's execution.

5.3 Lack of Capacity

There is a risk that SERVIR does not have the technical capacity to fulfill its obligations throughout the Project's execution. This would have an impact on the timely implementation of activities.

5.4 Weak public sector institutions

The weakness of the Government of Peru's institutions, especially at the regional and local levels, along with the high turnover rate, could complicate the Project's implementation.

5.5 Financial Capacity

There is a risk that the Government of Peru will be unable to contribute to the total cost of the Project in accordance with their commitment to implement the CSL.

5.6 Political (related to public policies)

Although the Government of Peru has identified the need to have a modern and merit-based civil service as a sectorial priority, a possible change of priorities by the Government could require the Project to align to new directives.

5.7 Resistance to the reform

Some stakeholders (civil servants, unions) resistance to the progress of the CSR could jeopardize Project implementation.

6. CONSTRAINTS

Administrative processes (related to budget, finances and accounting) used for the execution of the national contribution will follow the public administration systems of the Government of Peru, which are not flexible. Consequently, the Consultant must determine measures to be taken in their Project management activities in order to ensure that these systems do not negatively affect the timely implementation of Project activities.

7. GENDER EQUALITY, INCLUSION AND ENVIRONMENTAL ANALYSIS

There is a need to promote the mainstreaming of the cross-cutting themes of GE, inclusion and environmental impact into public policies in order to develop a fairer, more efficient public administration, which is able to provide timely and quality public services that respond to the needs of Peru's diverse population. Therefore, it is necessary to improve SERVIR's capacities as the leading entity in HRMS to comply with such objectives and in doing that, set the foundations to promote an equal representation in the civil service (ethnicity, gender and abilities) on a merit-based system. Canada wishes to share with SERVIR best practices and lessons learned of implementation of the Employment Equity Act (1995) whose purpose is "to achieve equality in the workplace so that no person shall be denied employment opportunities or benefits for reasons unrelated to ability and, in the fulfilment of that goal, to correct the conditions of disadvantage in employment experienced by women, aboriginal peoples, persons with disabilities and members of visible minorities by giving effect to the principle that employment equity means more than treating persons in the same way but also requires special measures and the accommodation of differences".

At the same time, through the mainstreaming of environmental considerations into public policies, the HRMS can be an effective vehicle to promote not only environmental awareness, but also committed and prepared civil servants to address the environment's protection. Canada has best practices and lessons learned following the implementation of its Federal Sustainable Development Strategy, in the integration of environmental, social and economic considerations into decision-making, and making such decisions more transparent and accountable.

MODSERV aims to strengthen SERVIR's capacity to promote the mainstreaming of cross-cutting themes, by:

- i. Altering the culture and biases of Peru's civil servants in order to overcome discriminatory attitudes;



- ii. Promoting a multi-language and multi-cultural civil service by encouraging the use of the main languages spoken in the areas where public services are provided;
- iii. Promoting eco-efficiency and respect for the environment;
- iv. Strengthening capacities in environmental management and regulations and building capacities in environment professionalization to reinforce the State's and private sector's environmental management;
- v. Providing special training to support and promote opportunities for people with disabilities;
- vi. Using cross-cutting policy analyses and disaggregated data to design and implement public policies and program planning;
- vii. Formulating affirmative actions related to personnel selection, promotion, remuneration, and representation at decision-making levels to ensure the effective compliance with the equal opportunities principle; and
- viii. Developing guidelines and implementing a monitoring system that supports compliance with these policies.

7.1 Gender equality

Despite having a gender-balanced population (49.9% women/50.1% men²⁶) and being a multi-ethnic and diverse country, Peru's civil service is not representative of its population. In theory, hiring and promotion practices are not discriminatory, however GE and inclusion remain a problem due to structural issues (access to education, traditional role of care giving, etc.), and a lack of a mechanism for parity-based access to the civil service. In a 2018 SERVIR report on women in the Peruvian civil service (*La Mujer en el Servicio Civil Peruano*), it stated that even though women represent 47% of the total of civil servants, most of them are in jobs traditionally occupied by women, such as nurses, primary and secondary school teachers.

Nationally, women continue to have low representation at the managerial level (30%), but a significant presence at the professional level (it increased from 43% to 48% during the last year). These numbers are reflective of the fact that the proportion of women with university degrees increased from 37% to 49% in the past year. This increased level of education is important since the education level and the capacities developed are a fundamental factor for entry and promotion within the civil service. The salary gap in the public sector is currently in the order of 18% (24% in 2008) and the difference is further reduced for women that achieve higher education levels. According to SERVIR, while this gap can be attributed, in part, to differences in work experience, number of hours worked, and place of residence, it is also due to gender discrimination.

7.2 Inclusion

The concept of inclusion according to FIAP is that all people must enjoy the same fundamental human rights, regardless of sex, race, ethnicity, national or ethnic origin, color, religion, language, sexual orientation, gender identity, age, ability, or any other aspect of identity.

7.2.1 Multi-culturalism

Peru is a multi-ethnic, pluri-cultural country, affected by conflict situations, misunderstandings, discrimination and by unequal relations of political and economic domination. According to the Official Database of Indigenous Nations of the Ministry of Culture (2013), there are 52 indigenous or native communities: 48 from the Amazon and four (4) from the Andean region, who speak more than 47 indigenous languages. This represents approximately 4.5 million Peruvians or 15% of Peru's total population.

There is currently no data on indigenous peoples' representation in the civil service but efforts have been made by the Government of Peru for indigenous people to self-identify in the 2017 census. In addition, recent legislation and public policies are aimed at integrating a multi-cultural focus in Peru's civil services management and delivery, in order to provide culturally appropriate public services to all citizens.

The Ministry of Culture aims at guiding, coordinating and establishing the mechanisms for the State's actions to be culture-relevant, to ensure that the rights of a culturally diverse population are respected, through the Multiculturalism National Policy (2015). This requires that a multi-cultural focus (geographic, environmental, socio-economic, linguistic, cultural, worldviews and conceptions of development and well-being) be integrated in the management and delivery of public services. SERVIR has an explicit mandate by the Multiculturalism law to enable mainstreaming of this multi-cultural, cross-cutting focus in civil service management.

7.2.2 People with disabilities

According to 2012 statistics from the National Institute of Statistics and Information Technology (INEI) 5.2% of Peru's population (1,575,402) (52% of them female) have some type of disability. While 21.7% of

²⁶ <https://countrymeters.info/en/Peru>



people with disabilities have the capacity to work, only 19.1% are currently employed, of which 65.1% are male. According to SERVIR's report, as of October 2015, only 1.5% of Peru's civil servants are people with disabilities.

The MIMP has the lead and SERVIR has an active role in ensuring equal opportunities for people with disabilities in the civil service. This will be achieved through the implementation of affirmative actions to meet the quotas stated in the Law on the Person with Disabilities. People with disabilities are the only "vulnerable" population to have an employment quota: 5% in the public sector. SERVIR has been assigned a number of responsibilities and tasks in coordination with other public entities to ensure the respect of this quota. There are still many challenges in ensuring the compliance with the employment quota, as stated in SERVIR's report of October 2015 on the challenges people with disabilities have to integrate the Peruvian civil service, (*"El reto de la inserción laboral de las personas con discapacidad en el Servicio Civil peruano"*, pg. 2), where, according to the figures gathered by INEI, 24 % of people with disabilities have no education, 41% have only primary school, 23% have secondary school and only 12% have higher education. This education gap is just one of the obstacles faced by people with disabilities in accessing jobs in both the public and private sectors. An evaluation of positive or affirmative actions required to improve the employability of persons with disabilities is required.

7.3 Environment

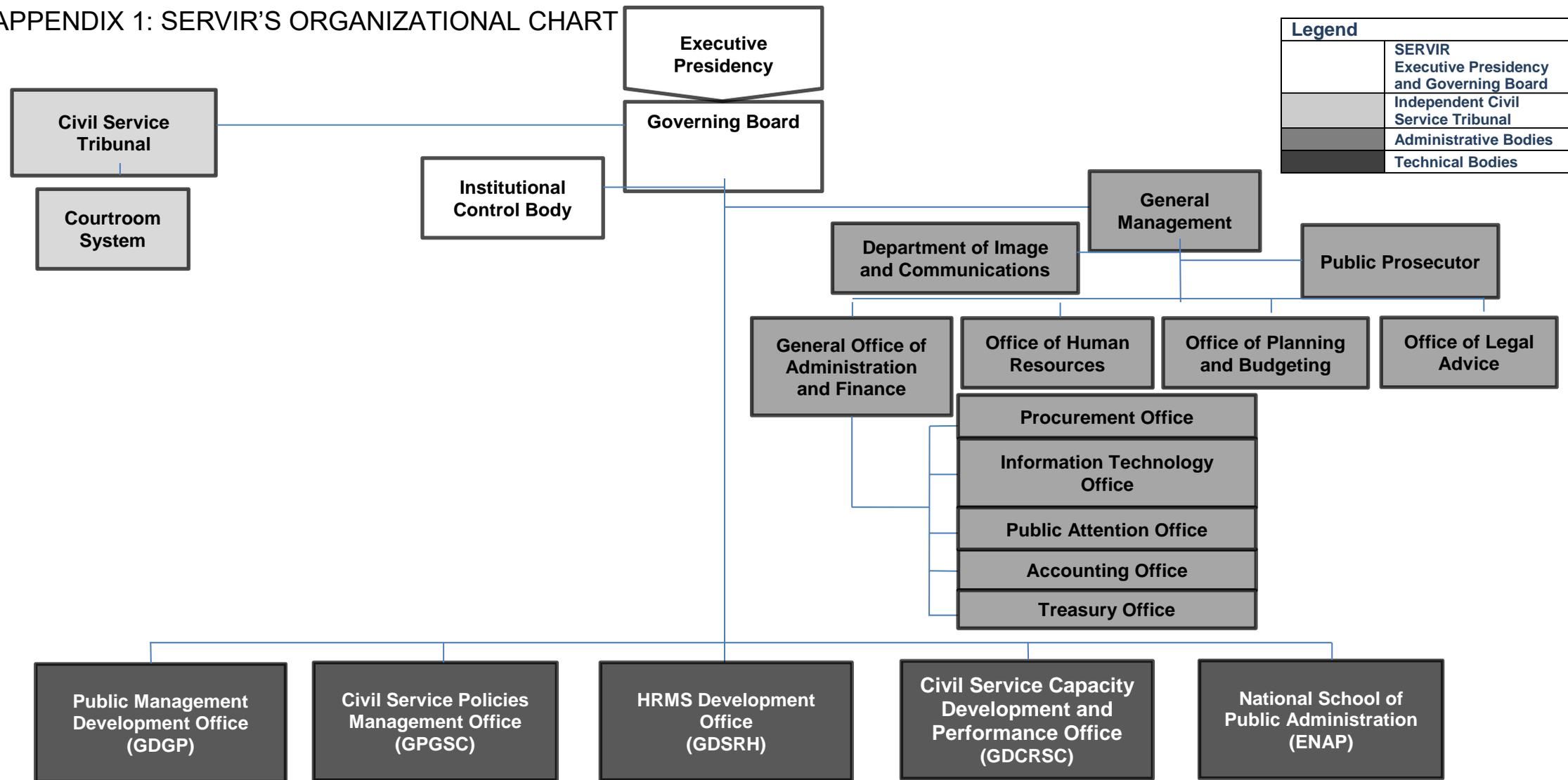
MINAM has been promoting eco-efficiency in the Government of Peru, in an effort to reduce its negative impact on the environment but also to promote the development of the State's organizational culture focusing on saving and efficiency. The expectation is that once it becomes a culture at the workplace, it can then be replicated by civil servants in their homes, generating an image of credibility and moral authority of the civil service facing society and the private sector.

According to MINAM's last Annual Report on Eco-Efficiency, between 2014 and 2015 the reduction of water consumption was 30%, 18% in energy consumption and 29% in paper consumption in public institutions. MINAM has focused on training administrative staff of the public sector to ensure the good implementation of these measures.

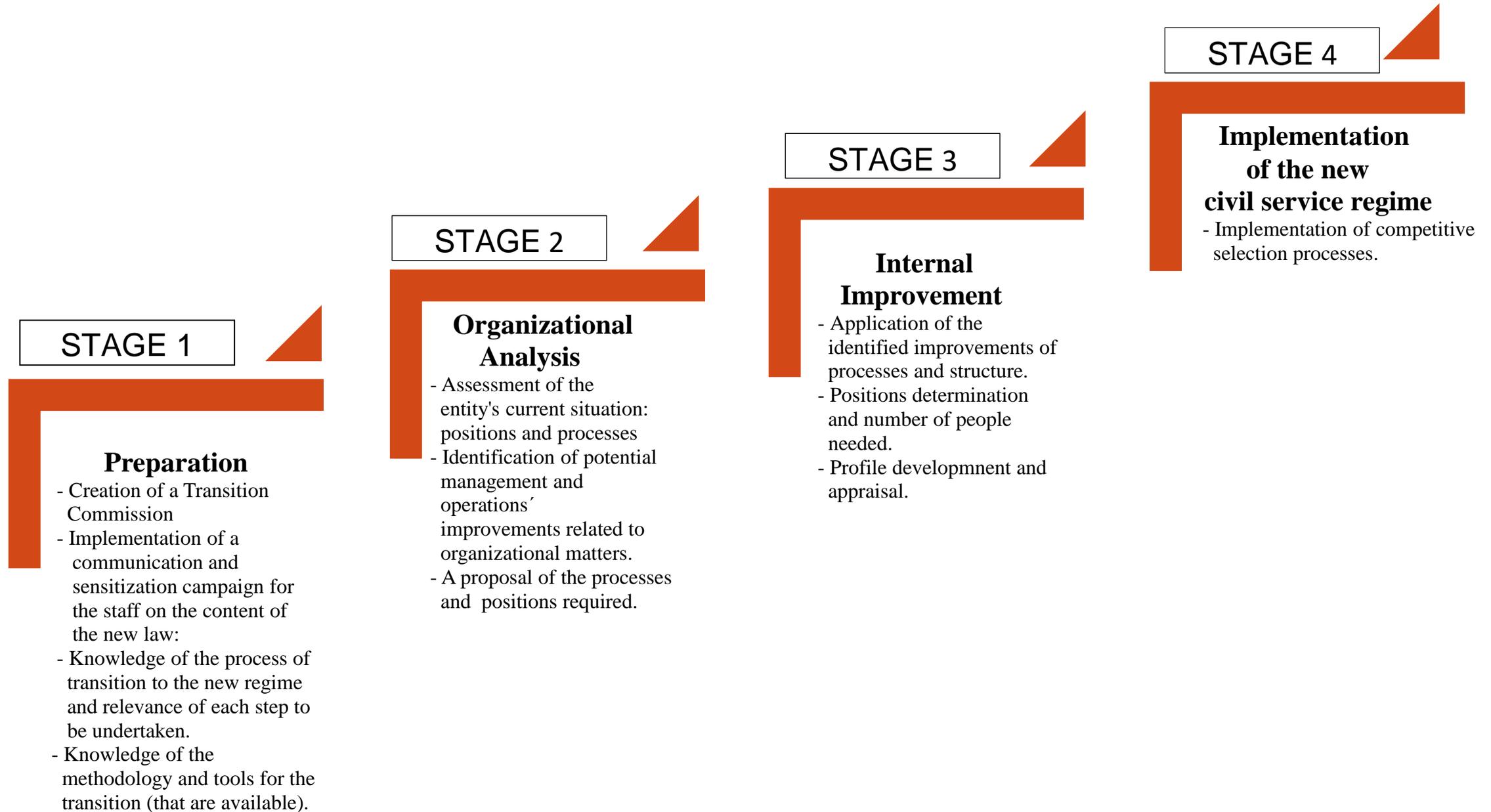
It is necessary to train civil servants on sustainable environmental management, multicultural facilitation, dialogue and conciliation with stakeholders, in order to co-manage the use of the territory and natural resources. SERVIR and ENAP play a very important role ensuring the quality and pertinence of the training activities for civil servants and public managers on environmental issues.

APPENDIX 1: SERVIR'S ORGANIZATIONAL CHART

Legend	
	SERVIR Executive Presidency and Governing Board
	Independent Civil Service Tribunal
	Administrative Bodies
	Technical Bodies



APPENDIX 2: ROADMAP CHART ON TRANSITION OF PUBLIC ENTITIES TO THE NEW CIVIL SERVICE REGIME



APPENDIX 3: PROJECT'S LOGIC MODEL

Title	Modernization of Peru's Civil Service				No.	P-000508
Country/Region/Institution	Peru				Duration	4 years
Ultimate Outcome	1000 Improved national, regional and local civil services in Peru, particularly in the regions of Piura and La Libertad in the north, and Cusco and Arequipa in the south.					
Intermediate Outcomes	1100 Strengthened institutionalization of a gender-sensitive and inclusive human resources management system (HRMS) for use within SERVIR and across all three levels of government.			1200 Improved implementation by SERVIR of a gender-sensitive and inclusive HRMS within targeted ministries at the national level and within targeted regional and local governments.		
Immediate Results	1110 Increased institutional capacity of SERVIR to develop a gender-sensitive and inclusive human resource management system (HRMS) for SERVIR and at all three levels of government.	1120 Increased capacity within SERVIR and the civil service to incorporate a focus on GE, multiculturalism, inclusion and people with disabilities within SERVIR and the civil service.	1210 Increased capacity within SERVIR to support targeted ministries in the national government to implement the gender-sensitive and inclusive HRMS.	1220 Increased capacity within SERVIR to support targeted regional governments to implement the gender-sensitive and inclusive HRMS.	1230 Increased capacity within SERVIR to support targeted local governments to implement the gender-sensitive and inclusive HRMS.	
Outputs	1111 Technical Assistance (TA) provided to SERVIR to develop an organizational design based on Peru's new civil service laws and regulations. 1112 TA provided to SERVIR to develop a gender-sensitive and inclusive HR Development Strategy that includes employee and talent retention with specific indicators at all levels of the organization. 1113 Gender-sensitive and inclusive training provided to senior management and professionals within SERVIR on leadership, change management, strategic planning, communications and negotiations. 1114 TA provided to SERVIR to design and deploy gender sensitive, inclusive	1121 TA provided to SERVIR to design policies for SERVIR and the civil service that incorporate a focus on multiculturalism and equality and non-discrimination. 1122 TA provided to SERVIR to design and implement a scorecard to track progress on the implementation of the cross-cutting policies within SERVIR, ministries, and regional and local governments. 1123 TA provided to SERVIR to design and produce gender-sensitive and inclusive tools for the implementation of cross-cutting policies such as: manual of best practices; training manuals and staff training	1211 TA provided to SERVIR to develop mechanisms for inter-governmental coordination and advocacy to implement the HRMS. 1212 TA provided to SERVIR to develop and implement a gender-sensitive and inclusive MEL system to assess the implementation of the new HRMS at the national level. 1213 TA provided to SERVIR to develop gender-sensitive and inclusive HR policies, which include analysis of needs, positions mapping and identification of positions required. 1214 TA provided to SERVIR to develop a gender-sensitive and inclusive national manual of job descriptions, compensation,	1221 TA provided to SERVIR to develop and implement a gender-sensitive and inclusive MEL system to support performance management and evaluation of regional government entities. 1222 TA provided to SERVIR to develop gender-sensitive and inclusive HR policies, which include analysis of need, mapping of jobs and formulation of positions matrix. 1223 TA provided to SERVIR to develop a gender-sensitive and inclusive manual of job descriptions, compensation, competition and selection, and employee performance	1231 TA provided to SERVIR to develop and implement a gender-sensitive and inclusive MEL system to support performance management and evaluation of local government entities. 1232 TA provided to SERVIR to develop gender-sensitive and inclusive HR policies, which include analysis of needs, mapping of jobs and formulation of positions matrix. 1233 TA provided to SERVIR to develop a gender-sensitive and inclusive manual of job descriptions, compensation, competition and selection, and employee performance	

<p>policy development processes and project management systems.</p>	<p>1124 TA provided to SERVIR to update its Strategic Plan to include specific objectives for GE, inclusion (multiculturalism, peoples with disabilities, non-discrimination) and environment.</p>	<p>competition and selection, and employee performance management.</p>	<p>management for regional governments.</p>	<p>management for local governments.</p>
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Part 2 Specific Mandate of the Consultant

1 Title: Modernization of Peru's Civil Service (MODSERV)

2 Objective:

The Consultant must implement and manage the Project toward the attainment of the 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:

- a. Source and deploy high quality professional, organizational and institutional resources to provide the technical assistance services required for the implementation of MODSERV. The Consultant is expected to make every effort to ensure that best practices and lessons learned of the Canadian Civil Service are transmitted by the Canadian technical experts, and that skills and knowledge are transferred to build the capacity of Peruvian counterparts. The Consultant is expected to evaluate the performance of contracted expertise to ensure that professional standards are met;
- b. Ensure all personnel will adopt and promote: (i) managing for results; (ii) inclusive participation; (iii) greening of operations; (iv) good governance; (v) gender; and (vi) environmental sustainability, as fundamental Project principles.

3.2 Core Team

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

3.2.1 Project Director

The Project Director (PD) will be based in Canada and will be required to travel to Lima, and other regions throughout Peru, in order to provide oversight and coordination in the field as required. The PD will work in close collaboration with the Project Manager (PM).

Specific responsibilities include, but are not limited to:

- i. Oversee the timely and cost-effective delivery of MODSERV's results, the achievement of its objectives, and overall success of MODSERV;
- ii. Manage Canadian based staff and Project Manager in Peru;
- iii. Monitor and assess the political and social environment in which MODSERV operates;
- iv. Identify and address new and existing risks, constraints and challenges in a timely, efficient and effective manner;
- v. Oversee and maintain effective working relationships with key senior-level stakeholders, including but not limited to DFATD, SERVIR, Project Steering Committee (PSC) members, and other governmental and non-governmental stakeholders;
- vi. Consult and engage relevant stakeholders in Project design, decision making, implementation and monitoring;
- vii. Source and hire Canadian ad-hoc technical specialists with relevant skills, qualifications and competencies to deliver on results in a timely manner;
- viii. Oversee the preparation, completion, and quality control, and provide final approval for, all MODSERV reports and deliverables as outlined in Section 10 – Reporting Requirements;
- ix. Monitor and track all MODSERV results according to the Project Measurement Framework (PMF);
- x. Integrate a results-based management (RBM) approach and cross-cutting issues (Gender Equality (GE), inclusion and environment) within all MODSERV activities;
- xi. Ensure effective and transparent procurement and financial practices, procedures and reporting;
- xii. Approve the dissemination of MODSERV successes, innovations, best practices and lessons learned throughout the Project's life-cycle, through printed, audio-visual, electronic or social media communication materials;
- xiii. Assist in PSC and PMC meetings, as required.

3.2.2 Senior Human Resources Management Specialist

The Senior Human Resources Management Specialist will be based in Canada and will be required to travel to Lima, and other regions throughout Peru, in order to provide inputs and support in the field as required. This specialist will report directly to the PD.

Specific responsibilities include, but are not limited to:

- i. Support and work in close collaboration with the Local Human Resources Specialist and Canadian ad-hoc specialists on any HR related issues to MODSERV such as, but not limited to:
 - a. Assist SERVIR to design and implement an inclusive and gender-sensitive Human Resources (HR) development strategy,
 - b. Assist SERVIR to design and implement, HRMS policies and tools (such as manuals, guidelines, plans, compensation structures, salary scales, selection and promotion rules and



- procedures) based on Peru's Civil Service Law and other related laws, decrees and regulations;
- c. Produce and provide inputs to the design and development of HR training frameworks, programs and training modules aimed at the managerial staff, and assist SERVIR in the implementation of the training;
 - d. Assist SERVIR in the development and implementation of an inclusive and gender-sensitive HRMS in Peru;
 - e. Provide inputs, completing and giving coherence to all relevant deliverables related to their subject matter of expertise (such as handbooks, manuals, training guides, etc.);
 - f. Identify HR related risks and challenges for the execution of MODSERV and developing solutions as they arise;
 - g. Produce and provide inputs to the Local Human Resources Specialist for the Project baseline, Logic Model (LM), PMF, Project Implementation Plan (PIP), technical and narrative reports, monitoring and communications tools, evaluations, plans, strategies and other reports as required.
 - h. Assist the PD in developing TORs for the recruitment of Canadian ad hoc technical specialists.
- ii. Share Canadian expertise with SERVIR, when relevant within the Peruvian context, in order to support the development of the HR related activities in the field.

3.2.3 Organizational Management Specialist

The Organizational Management Specialist will be based in Canada and will be required to travel to Lima, and other regions throughout Peru, in order to provide inputs and support in the field as required. This specialist will report directly to the PD.

Specific responsibilities include, but are not limited to:

- i. Support and work in close collaboration with the Project Manager and Canadian ad-hoc specialists on any RBM and organizational management related issues to MODSERV, such as but not limited to:
 - a. Provide inputs, completing and giving coherence to all pertinent deliverables related to their subject matter of expertise (such as handbooks, manuals, training guides, etc.);
 - b. Produce inputs for the development process for: the Project Baseline, LM, PMF and PIP produced by the field within his/her expertise;
 - c. Identify management and RBM related risks and challenges for the execution of MODSERV and developing solutions as they arise;
 - d. Produce and provide inputs to the Project Manager and Canadian ad-hoc specialists for the technical and narrative reports, monitoring and communications tools, evaluations, plans, strategies and other reports as required.
 - e. Assist the PD in developing TORs for the recruitment of Canadian ad hoc technical specialists.
- ii. Share Canadian expertise with SERVIR, when relevant within the Peruvian context, in order to support the development of the activities related to strategic planning, organizational design and management in the field.

3.2.4 Project Manager

The Project Manager (PM) will be based in Lima, and will be required to travel to other regions throughout Peru to provide oversight and coordination in the field. The PM will report directly to the PD.

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

- i. Maintain and provide communication to the PD concerning all aspects of MODSERV;
- ii. Supervise all local staff and ad-hoc specialists based in Peru and ensure implementation coherence;
- iii. The day-to-day management of the MODSERV's allocated resources and field operations, including overseeing the financial management, as well as Project assets in the field;
- iv. Provide strategic management and administration to the local team;
- v. Establish and maintain effective working relations with entities such as DFATD, SERVIR and the members of the PSC and PMC, as well as other governmental and non-governmental entities;
- vi. Coordinate MODSERV's technical assistance activities with other relevant donor-funded initiatives in Peru, and identify and promote opportunities for synergies;
- vii. Monitor and assess the political and social environment in which the MODSERV's operates;
- viii. Identify and address risks and challenges in a timely, efficient and effective manner;
- ix. Consult regularly and involve relevant stakeholders in Project design, decision-making, implementation and monitoring;
- x. Prepare and submit for approval of the PD, all MODSERV reports and deliverables as described in Section 10 – Reporting Requirements;
- xi. Assist the PD in monitoring all MODSERV's results according to the PMF;
- xii. Coordinate a results-based management (RBM) approach and verify the integration of the cross-cutting issues of GE, inclusion and environment within all MODSERV activities, including technical assistance;
- xiii. Act as the secretariat at the PSC and PMC meetings;



- xiv. Source and hire local ad-hoc technical specialists with relevant skills, qualifications and competencies to deliver on results in a timely manner;
- xv. Validate sourcing goods and services, financial services, procedures and reporting in an effective and transparent manner;
- xvi. Provide recommendations to PD for final approval on deliverables produced, such as but not limited to manuals, guides, handbooks or other deliverables as required;
- xvii. Prepare for the dissemination of MODSERV successes, innovations, best practices and lessons learned throughout Project's life cycle, through printed, audio-visual, electronic or social media communication materials, for submission to the PD.

3.3 Personnel to be identified after contract signature

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

3.3.1 Senior Local Financial Officer

The Senior Local Financial Officer will be based in Peru and will report directly to the PM.

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

- i. Responsible for all accounting and financial aspects of MODSERV including applying accounting best practices;
- ii. Provide inputs to the PM for the MODSERV's annual budget, accounting, financial analysis and reports, and other deliverables as required;
- iii. Provide strategic financial advice and suggesting measures to optimize results on the realism or reasonableness of cost estimates, strengths and weaknesses of different financial institutions, suppliers or partners, local economic indicators in compliance with Peruvian laws and regulations;
- iv. Management of monitoring and internal control of expenses;
- v. Conduct MODSERV's financial management in the field, updating the financial situation on a regular basis, including the reconciliation of bank accounts;
- vi. Ensure compliance with Peruvian laws and regulations;
- vii. Conduct activities regarding the sourcing goods and services from local providers;
- viii. Assist the PM in identifying Finance related risks and challenges for the execution of the Project, and developing solutions as they arise;
- ix. Assist the PM in developing Terms of Reference (TORs) for the recruitment of ad hoc local technical specialists;
- x. Produce and provide inputs to the PM for the following but not limited to: the Project baseline, LM, PMF, PIP, technical and narrative reports, monitoring and communications tools, evaluations, plans, strategies and other reports as required;
- xi. Perform other financial related tasks, as required.

Qualifications:

The Local Financial Officer must have at a minimum:

- i. an undergraduate degree (University bachelor's degree) in a relevant discipline such as accounting, finance or administration; and
- ii. At least five (5) years of working experience within the last ten (10) years related to the duties above.

3.3.2 Local Human Resources Management Specialist

The Local Human Resources Management Specialist will be based in Lima, and will be required to travel to other regions throughout Peru in order to provide oversight and coordination in the field, as required. This specialist will report directly to the PM and will work in close collaboration with the Senior Human Resources Management Specialist and the Organizational Management Specialist based in Canada, and the ad-hoc specialists identified during the project.

Specific responsibilities include, but are not limited to:

- i. Assist SERVIR to develop and implement an inclusive and gender-sensitive HR development strategy, HRMS policies and tools (such as manuals, guidelines, plans, compensation structures, salary scales) based on Peru's Civil Service Law and other related laws, decrees and regulations;
- ii. Provide oversight and feedback to any ad-hoc human resources specialists, identified by the Consultant during Project implementation, to complete and give coherence to HR related deliverables (such as handbooks, manuals, training guides, etc.) This specialist is responsible for ensuring that those deliverables have a comprehensive and coordinated focus to human resources management,
- iii. Assist the PM in identifying HR related risks and challenges for the execution of the Project, and developing solutions as they arise;
- iv. Produce and provide inputs to the PM for: the Project baseline, LM, PMF, PIP, technical and narrative reports, monitoring and communications tools, evaluations, plans, strategies and other reports as required;
- v. Produce and provide inputs for the development of training frameworks and training modules;
- vi. Assist the PM in developing TORs for the recruitment of ad hoc technical specialists.



Qualifications:

The Local Human Resources Management Specialist must have at a minimum:

- i. an undergraduate degree (i.e. University bachelor’s degree) in a discipline related to human resources or industrial relations, and;
- ii. At least five (5) years of working experience within the last ten (10) years related to the duties above.

3.3.3 Senior Local Cross Cutting Issues Specialist

The Senior Local Cross-Cutting Issues Specialist will be based in Lima, and will be required to travel to other regions throughout Peru to provide oversight and coordination, as required. This Specialist will report directly to the PM and will work in close collaboration with the Human Resources Management Specialist, the Organizational Management Specialist based in Canada and the ad-hoc specialists identified.

Specific responsibilities include, but are not limited to:

- i. Share expertise and support with SERVIR to ensure that cross cutting themes are effectively mainstreamed into MODSERV delivery, monitoring and reporting.
- ii. Provide oversight and feedback to any ad-hoc cross-cutting specialists, in order to complete and give coherence to cross-cutting related deliverables (such as handbooks, manuals, training guides etc.). This specialist is responsible to ensure that those deliverables have a comprehensive and coordinated approach with an effective implementation of the cross-cutting issues throughout Project duration and the development of its activities;
- iii. Produce and provide inputs to the PM for the formulation and implementation of processes of inclusion, gender-sensitive policies and environment including research, analysis, development, budgeting, monitoring and evaluation;
- iv. Assist the PM in identifying risks and challenges related to cross-cutting themes for the execution of the Project and developing solutions as they arise;
- v. Producing inputs to the PM for: the Project baseline, LM, PMF, PIP, technical and narrative reports, monitoring and communications tools, evaluations, plans, strategies and other reports as required;
- vi. Producing and providing inputs for the development of training frameworks and training modules;
- vii. Assist the PM in developing TORs for the recruitment of ad hoc technical specialists.

Qualifications

The Senior Local Cross-Cutting Issues Specialist must have at least:

- i. an undergraduate degree (i.e. University bachelor’s degree) in a discipline related to social sciences or human sciences, project management, or other field related to cross-cutting issues, and;
- ii. At least five (5) years of relevant combined professional experience within the last ten (10) years related to the duties above.

3.4 Short term Canadian ad-hoc advisors

The Consultant must source and deploy high quality professional, organizational and institutional ad-hoc resources to provide technical assistance services required for MODSERV. Experience in public service will be essential.

These resources may include, but are not limited to:

- Strategic Planning and RBM specialists
- Organizational design and re-engineering specialists
- Work organization specialists
- Compensation Management specialists
- Employment Management specialists
- Performance Management specialists
- Human and Social Relations management specialists
- Cross-cutting issues specialists
- Monitoring and evaluation specialists
- Training specialists

Any additional expertise required must be approved by the Technical Authority in the Annual Work Plan (AWP).

4 Language Requirement

4.1 Personnel in Canada

All Personnel based in Canada must possess the following levels in either English or French, and in Spanish:

	English or French	Spanish
Oral	4 - Advanced Professional Proficiency	3 - General Professional Proficiency
Reading	4 - Advanced Professional Proficiency	3 - General Professional Proficiency
Writing	4 - Advanced Professional Proficiency	3 - General Professional Proficiency



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

4.2 Local Professionals

All Local Professionals and Short-term local ad-hoc advisors based in Peru must possess the following levels in either English or French, and in Spanish:

	English or French	Spanish
Oral	3 - General Professional Proficiency	4 - Advanced Professional Proficiency
Reading	3 - General Professional Proficiency	4 - Advanced Professional Proficiency
Writing	3 - General Professional Proficiency	4 - Advanced Professional Proficiency

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

5 Project Management:

The Consultant is responsible for the overall management, administration and coordination of MODSERV, bringing together the various resources required for the implementation. The Consultant is expected to liaise with the DFATD Technical Authority on all matters related to MODSERV’s implementation. The Consultant is responsible for monitoring and controlling MODSERV related expenditures and ensuring that it is manage to facilitate the achievement of the expected results in an informed and timely manner, with a cost-effective use of resources.

The Consultant must:

- i. Establish and manage a local support office in Lima, in which MODSERV will operate (Project administration, technical assistance communication, monitoring, logistical, etc.);
- ii. Procure the required goods and services to furnish the local support office, as required;
- iii. Identify and subcontract a variety of ad-hoc technical experts to provide technical assistance to carry out MODSERV activities;
- iv. Develop procedures to ensure cost-effective and timely selection, sub-contracting, administration and performance review of appropriate and qualified ad-hoc technical experts to meet a range of short and medium-term needs.
- v. Implement and Monitor MODSERV in accordance with the approved PMF and other reporting requirements as detailed in section 10 – Reporting Requirements;
- vi. Provide financial services including administration, disbursement, monitoring and control of MODSERV related expenditures, developing and maintaining functional and effective systems for the management and control of Project expenses and disbursements, and maintaining records of expenses and disbursements;
- vii. Develop and maintain a network of Peruvian and Canadian technical experts;
- viii. Liaise and share knowledge with MODSERV stakeholders and other donors in order to further coordination efforts and harmonization;
- ix. Integrate cross-cutting issues such as GE, inclusion, and environment into all aspects of MODSERV;
- x. Act as the Secretariat for the PSC and the PMC by organizing annual meetings (procedures and minutes) and following-up on their decisions and recommendations;
- xi. Produce and submit the reports as specified in Section 10 – Reporting Requirements;
- xii. Facilitate the implementation of MODSERV’s external mid-term and end of Project evaluations as well as financial audits, and implementing recommendations as appropriate;
- xiii. Assist SERVIR in the development of its internal annual plans and reports;
- xiv. Review and share the lessons learned and best practices with bilateral and multilateral donors and with Canadian executing agencies working in Peru, as approved by PSC;
- xv. Support SERVIR to ensure the content and delivery approach of MODSERV incorporates the latest best industry practices from both Canada and Peru;
- xvi. Work in coordination with SERVIR to develop Project management procedures. The Consultant is expected to utilize an approach in the delivery of activities and outputs that will promote involvement and ownership by SERVIR, in order to ensure capacities and lessons learned are fully retained.
- xvii. Ensure quality and control of all Project deliverables and services provided.

6 Project Implementation

6.1 Inception Phase

The inception phase will begin upon signature of the Contract and will have a duration of approximately 180 days, ending with the approval of the PIP. The objective of the Inception Phase is to update and refine the design of MODSERV, whose details must be presented in the PIP.

At the beginning of MODSERV, the Consultant must develop the baseline study that will produce baseline indicators for the PMF. The Consultant must mention annual and final indicators in the PIP that must be monitor throughout the implementation phase.



During the inception phase the Consultant must:

- i. Produce and submit the Inception Work Plan (IW), including details on the field mission to Peru, as described in Section 10 – Reporting Requirements.
- ii. Upon DFATD approval of the IW, conduct the field mission to Peru to complete the following tasks:
 - a. Conduct a needs assessment in the field to determine SERVIR's capacity to fulfill its obligations to implement MODSERV.
 - b. Identify the technical assistance requirements.
 - c. Establish communication with stakeholders.
- iii. Refine the design of MODSERV based on the needs assessment and produce the PIP which must define the activities and include an updated LM and PMF, as well as an indicative 7-year budget and work-plan. The resulting design must demonstrate clearly that the anticipated outcomes are achievable and feasible, and that clear monitoring of progress towards achieving them can be done in a cost-effective manner. A full analysis of assumptions and risks together with mitigation strategies is expected during the inception phase.
- iv. Provide input to DFATD and SERVIR for the final selection of the ministries, regional governments and municipalities that will directly benefit from the implementation of MODSERV.

The final PIP will be reviewed and recommended by the PSC and final approval to be provided by DFATD, within 180 days of the effective date of the contract and must include, but not be limited to, the information described in Section 10 – Reporting Requirements. The PIP can be modified with the formal approval of the Technical Authority.

6.2 Implementation Phase

6.2.1 Completion of Tasks and Activities

Upon satisfactory completion and final approval of the PIP by DFATD, the Consultant must begin implementation of MODSERV based on participatory methods for both activity planning and implementation. The implementation phase will continue for the duration of MODSERV.

The Consultant must undertake and implement the sub-activities described in the approved PIP. The Consultant is expected to revise these activities annually, as required, in the AWP.

6.2.2 Managing for Results

The Consultant must implement MODSERV using DFATD's RBM policy, guidelines and practices and report on achievement of the Outputs, Immediate and Intermediate outcomes through the semi-annual progress reports described in Section 10 – 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 MODSERV's outcomes and suggest any measures that may lead more efficiently to the achievement of MODSERV outcomes.

As described in Annex A - Project Description, the Consultant must work closely with SERVIR and other stakeholders, and must provide certain inputs (human and material) required to achieve MODSERV outcomes. The input to be provided by SERVIR and other stakeholders must be detailed in the PIP and AWP. If these inputs are not provided in a timely manner, the Consultant must remind the responsible stakeholder and advise the Technical Authority as soon as the fact has become known. The Consultant must notify SERVIR and DFATD, as appropriate, without delay.

6.3 Procurement of Goods and hiring of ad hoc professional resources:

- i. The Consultant must procure goods and hire ad hoc professional resources required for MODSERV in accordance with the approved procurement plan described in Section 10 – Reporting Requirements.
- ii. The Consultant must carry out procurement activities adhering to the principles outlined in Contract Clause 3.10.2.

7 Role of the consultant under the committees

The Consultant must provide a Secretariat function to the PSC and PMC, and participate in an ex-officio capacity, as advisor/consultant so that the Committees may benefit from the Consultants' expertise and knowledge. The Consultant must also ensure that the members of both Committees receive the relevant supporting documents at least 10 working days in advance of meetings.

7.1 PSC

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



7.2 PMC

The Consultant, must provide a secretariat function to the PMC which includes but is not limited to: organizing the meetings, preparing and distributing documentation and taking minutes, and participate in an ex-officio capacity.

The Consultant must consult and coordinate with PMC and MODSERV's stakeholders to ensure effective and efficient Project planning and execution.

8 Environment

The Consultant must notify the Technical Authority if any Project components are to be added that could have potential positive or negative environmental effects. In this case, the Consultant may take necessary action to ensure that MODSERV is not likely to cause significant adverse environmental effects.

Similarly, the Consultant must notify DFATD if there is detection of any environmental factors that threatens to affect performance and/or results of MODSERV such as floods, storms, landslides or pollution of any sort.

9 Work location and travel

The work will be performed in Canada and in Peru. Specifically, the main work activity will be carried out in Lima. Travel to and within Peru is required. The Consultant must include travel plans in the AWP. For any travel to or within Peru that was not approved in the AWP, the Consultant must submit a Travel Plan to DFATD for approval prior to any travel.

10 Reporting requirements

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

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

10.1 Narrative Reports

The Consultant must provide the narrative reports in the language indicated below, in two (2) hard copies and one (1) soft copy. For each report produced only in Spanish, the Executive Summary must be translated into French or English. All deliverables are to be submitted within the timelines specified below unless otherwise agreed to, in writing, by DFATD.

Name of the report	Submission requirements (unless otherwise approved, in writing, by DFATD)	Language	Content requirements
Inception Workplan (IW)	Within forty five (45) days from the effective date of the Contract.	French or English	a) The IW must present the management principles of MODSERV and outline major components and key milestones for the delivery of the activities and outputs (products and services), by quarter, for the first year. The IW must include, but not necessarily be limited to, the following: <ul style="list-style-type: none"> i. Executive summary ii. Project and administrative management iii. Key milestones and outputs (products and services) tied to each activity for each quarter iv. Expected Outcomes (Ultimate, intermediate and immediate) v. Field mission to Peru (Consultant to confirm entities) vi. Schedule vii. Budget b) The IW contains a section on the communication strategy to publicize MODSERV 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.
Project Measurement Framework (PMF)	Within one hundred and forty-five (145) days from the effective date of the Contract.	French or English and Spanish	For each level of the LM (Output, Immediate Outcome, Intermediate Outcome, Ultimate Outcome), the PMF must include, as minimum, of 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 145 days from the effective date of the Contract. Final within 180 days from the effective date of the Contract.	Spanish with Executive Summary translated to French or English	The PIP must include but not be limited to the following: <ul style="list-style-type: none"> a) Executive Summary (Spanish, translated to French or English) b) Summary of baseline study c) Introduction (Background, PIP Methodology, Inception Field mission findings) d) Project Design <ul style="list-style-type: none"> - Context and Rationale



			<ul style="list-style-type: none"> - Project Outputs updated - Reach and Beneficiaries - Cross-cutting Themes (GE, Governance and Inclusion and Environment strategies) - The update of Risks as defined in Annex A, as well as the identification of additional Risks and their mitigation strategies e) Project Management and Governance <ul style="list-style-type: none"> - Management Approach and Structure - Roles and Responsibilities of MODSERV Stakeholder - Project Committees f) Project Implementation <ul style="list-style-type: none"> - Immediate Outcomes-Outputs - Activities Matrix - Work Breakdown Structure - Schedule - GE Strategy - Budget per inputs (by line item at a minimum) - Budget per immediate outcomes (approximate) g) Procurement plan <ul style="list-style-type: none"> - Description of competitive process to procure goods - Description of competitive Selection Process to contract professional services - Decision making matrix h) Project Monitoring and Reporting <ul style="list-style-type: none"> - The update of the PMF (as defined above) - Performance Reporting Framework - Communications Plan
Semi-Annual Progress Reports	Semi-annually and within 30 days from the end of the periods ending March 31st and September 30th of each year.	Spanish with Executive Summary translated into French or English	<p>Semi-Annual Progress Reports must provide qualitative and quantitative information on the significant MODSERV outcomes (intermediate and immediate) for the previous six months and include the following:</p> <ul style="list-style-type: none"> a) Executive summary; b) Analytical comments on the variances between each of the expected results (at both intermediate and immediate 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 GE gaps where women/girls and/or GE is integrated into results statements. c) Results of the monitoring activities using the PMF, problems and difficulties encountered, if any, and remedial action taken or to be taken; d) Analysis of changes to any important aspect of MODSERV which have been or should be made, for consultation with DFATD; e) Analytical comments on Financial Reports concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next quarter; f) Planned activities for the next quarter; g) Report on implementation of the GE Strategy; h) On an annual basis, report on the communication strategy and plan including submission of the Visibility and Recognition Activities Reporting Form; i) Other important issues affecting MODSERV implementation.

Annual Narrative Progress Reports	Annually and within 30 days from the end of the second semester (September 30th), the Consultant must provide an Annual Progress Report for the twelve-month period ending March 31st of each year.	Spanish with Executive Summary translated into French or English	The Consultant must prepare and submit annual progress reports reporting against the AWP. Annual reports must include the same information as outlined above for the semi-annual reports but cover the period of one year. In addition, annual reports must include an analysis of the status of MODSERV given the progress made over the reporting year and an assessment of progress towards achieving expected development outputs and outcomes. It must also include a summary of actual Project disbursement, by activity, during the year.
Annual Work plan (AWP)	Within 30 days from the end of each fiscal year for DFATD, together with the Semi-Annual Progress Report and the Annual Financial Report.	Spanish with Executive Summary translated into French or English	The AWP must consist of a study and of an actualization of the previous work plan. The AWP must present the results achieved at the outcome level in comparison with objectives established in the previous work plan and present the differences, which exist regarding activities and costs. Finally, the AWP must establish objectives for each activity to be implemented during the following year, as well as travel plans to and within Peru for all MODSERV personnel. The AWP must also contain an update to the communication strategy to publicize MODSERV achievements and to acknowledge DFATD's Contribution including the Visibility and Recognition Activities Planning Form.
Final Narrative Report	Within 90 days from the end of MODSERV activities, for the Spanish and within 120 days from the end of MODSERV activities for the French or English version (30 days allowed for translation).	French or English and Spanish	<p>The report must:</p> <ul style="list-style-type: none"> a) Analyze original budget forecasts compared to actual disbursements, for MODSERV as a whole as well as for each of the main activities; b) State reasons justifying variances; c) Include any other information related to the administrative and financial aspects of MODSERV; <p>The Final Narrative Report must include, but not necessarily be limited to, the following sections:</p> <ul style="list-style-type: none"> a) Executive Summary; b) Background and objectives: This section of the report must contain a brief statement with respect to MODSERV. It should include: <ul style="list-style-type: none"> i. Background and rationale; ii. Goals and objectives; and iii. Results at the outcome levels. c) Summary Description of MODSERV. This section of the report must contain a description of the actual activities, including: <ul style="list-style-type: none"> i. Management and Consultant; ii. Description of activities; and iii. Stakeholders, their roles and responsibilities. d) Analytical Review of MODSERV. 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"> i. Project rationale and justification; ii. Planned and achieved goal and objectives; iii. Detailed final report on achievement of results at the outcome level; this should include analytical comments as well as reporting on reductions or increases in GE gaps where women /girls and/or GE is integrated into results statement; iv. Political considerations;



			<ul style="list-style-type: none"> v. Analysis of scheduling, results of the monitoring activities using the PMF, difficulties encountered (if any) and remedial actions taken; vi. Analysis of actual disbursements compared to the original and revised budgetary forecasts as presented in the Final Financial Report; vii. Logistical difficulties; viii. Crosscutting themes and priorities: <ul style="list-style-type: none"> • An overview of the implementation of the GE Strategy, including lessons learned and appraisal of good practices and challenges encountered in implementing MODSERV and the GE Strategy; • Environment; ix. Public relations issues; x. Report on the communication strategy including the submission of the Visibility and Recognition Activities Reporting Form; and xi. Analysis, comments, and recommendations with respect to each of the main activities.
<p>Meeting minutes (PSC, PMC and other meetings, as required)</p>	<p>Draft to be provided within 3 days from the date of the meeting and final minutes within 2 weeks from the date of the meeting</p>	<p>Spanish</p>	<p>The minutes must include the following elements:</p> <ul style="list-style-type: none"> a) Presents; b) Agenda; c) Review of previous minutes; d) Summary of discussions; e) Action items with identified resources



10.2 Financial Reports

The financial reports must be produced in two (2) hard copies and one (1) soft copy in French or English.

Quarterly Financial Reports	Within 30 days from the end of every quarter.	<p>The report must detail the following:</p> <ul style="list-style-type: none"> a) Costs incurred throughout the period covered by the report; b) All supporting documentation for claimed expenses, at DFATD's request; c) 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 Quarterly Financial Report, the Semi-Annual Progress Report and the AWP.	<p>The Annual Financial Report must take a full-year perspective on MODSERV and must be tied closely to the work plan and the costs of the activities. It must detail the following:</p> <ul style="list-style-type: none"> a) a comparison between the forecasted expenditures and the actual expenditures for the year just completed; b) a forecast for the upcoming fiscal year, i.e. the forecast of the cost of the activities identified in the AWP.
Final Financial Report	Within 30 days from the end of the activities of MODSERV.	MODSERV 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.



Appendix A

DESCRIPTION OF LANGUAGE SCALES/LEVELS

Oral Proficiency Rating Scale

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



Level	Proficiency	Definition
		most significant sounds when produced in isolation, but when combined in words or groups of words, may have difficulty understanding. Can be understood by native speakers used to dealing with foreigners.
0	No Proficiency	Unable to function in the spoken language, except for a few isolated words and phrases.

Note:

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

Reading Proficiency Rating Scale

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

Writing Proficiency Rating Scale

Level	Proficiency	Definition
5	Educated Native Proficiency	Writing proficiency is functionally equivalent to that of a highly articulate educated native. There are no non-native errors of structure, spelling, syntax or vocabulary. Writing is both clear, explicit, informative, and imaginative.



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



ANNEX “C” Basis of Payment

1. Contract Amount and Limitation of Expenditure

1.1 Subject to the application of the other terms and conditions specified in this Contract, DFATD will pay the Contractor up to the maximum Contract amount in Canadian dollars is:

Maximum Contract amount in CAD (Applicable Taxes extra)	[insert amount]
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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 Contractor 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 Contractor must not perform any Services which would cause DFATD’s liability to exceed the Contract amount stipulated in paragraph 1.1 above.

1.3 The Contractor must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in paragraph 1.1 above when:

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

whichever comes first.

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

1.4 The giving of any notification by the Contractor pursuant to paragraph 1.3 above will not increase DFATD’s liability over the Contract amount.

1.5 Applicable Taxes

The estimated amount of Applicable Taxes is	[insert amount]
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Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in paragraph 1.1 above.

Applicable Taxes will be paid by DFATD as provided in paragraph 1.7 below. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

1.6 The Contractor is not entitled to use Canada’s exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor 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.

1.7 Applicable Taxes Included in the Cost of Services

Notwithstanding any other terms and conditions of the Contract, the Contractor 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 Contractor must pay on the goods and services that the Contractor procures to provide the Services stipulated in this Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Contractor is entitled;
- (b) Do not take into account the Applicable Taxes that DFATD will remit to the Contractor and that the Contractor must collect from DFATD pursuant to the *Excise Tax Act* (R.S.C., 1985, c. E-15), as prescribed in paragraph 1.5 above and specified in accordance with the terms and conditions stipulated below.

1.8 For the purposes of applying paragraph 1.5 above, 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 Contractor 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.



1.9 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 Contractor in respect of Services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2. **Basis of Payment**

2.1 Subject to the Contract amount specified in paragraph 1.1 above, DFATD will pay to the Contractor:

- (a) fees of the Personnel as set forth in Appendix A;
- (b) costs for Personnel on long-term assignment (Personnel assigned to the project in the Recipient Country for 12 or more consecutive months) as set forth in Appendix A; and
- (c) reimbursable expenses at cost without mark-up as set forth in Appendix A

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 article GC 2.1 of Part 8 at the fees referred to in Appendix A and as specified in paragraph 3 below.

2.3 The fees referred to under paragraph 2.2 above will include:

- (a) For the Personnel based in the Contractor's or Personnel's home country or on short-term assignment in the Recipient Country, the fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per day specified in GC 4.1.2 in Canada up to a 5 days per week and 6 days per week in the Recipient Country, unless previously authorized in writing by DFATD.
- (b) For Personnel on long-term assignment in the Recipient Country, 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 GC 4.1.2 up to 6 days a week, unless previously authorized in writing by DFATD.

2.4 The fees stated in paragraph 2.3 above may be charged to DFATD while the individual is on travel status. The number of person-days allowed for travel status will be determined and approved by DFATD on the basis of the points of origin and destination.

2.5 For Personnel on long-term assignment in the Recipient Country:

- (a) a monthly rate per year inclusive of housing; basic utilities; and other expenses;
- (b) the total cost of relocation including a firm cost for mobilization and demobilization.

2.6 The following expenses actually and reasonably incurred by the Contractor in the performance of the Services are considered reimbursable expenses:

(a) Travel and Living Expenses

The Travel Directive ("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 (the "Special Directive") is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>.

The cost of travel while on travel status and the cost of other transportation, will be reimbursed in accordance with the Directive and 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 Contractor 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 Contractor 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 Contractor chooses not to use this fare. The Contractor 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 Contractor'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/work permit;
 - (iv) the actual and reasonable cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
 - (v) all other actual and reasonable costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
- (b) 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 citizens or permanent residents of the Recipient Country*;
 - (g) for training in Canada only, allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
 - (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 Personnel, related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
 - (k) Any other reimbursable expenses required to carry out the project, which are not considered to be fees, costs of Personnel on long-term assignment or overhead/indirect costs and that are not included in the above categories.

3. Provisions for Multi-year Contracts

3.1 Fees and monthly rates are fixed on an annual basis.

3.2 If the Personnel are added during the period of the Contract, the Contractor must propose fixed annual fees for the remaining Contract period. If DFATD accepts the proposed individual and the fees, the fixed annual fees become effective on:



- (a) The Contract anniversary date; or
- (b) If the date has passed, the date of the first workday from which the Contractor invoices DFATD after the Contract anniversary date.

4. Currency of Payment

- 4.1 Payments by DFATD to the Contractor will be made in Canadian dollars.
- 4.2 Payments by the Contractor to its Personnel who is a citizen or permanent resident of the Recipient Country, Local Support Staff may be in the local currency.
- 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 Contractor will be inadmissible.

5. Advances

Advances are permitted	YES
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- 5.1 No advance will be made until DFATD receives and approved 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.
- 5.2 The Contractor 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.
- 5.3 The Contractor 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 Contractor 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 Contractor.
- 5.4 The Contractor must maintain an interest bearing account whenever possible into which the Contractor must deposit, apart from all other funds of the Contractor, all advances made by DFATD to the Contractor 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.
- 5.5 Where an advance payment has been made to the Contractor which, in the opinion of DFATD, is no longer required by the Contractor for the purposes of the Contract, the Contractor must upon first demand from DFATD, return to DFATD such advance payment or any unliquidated portion together with any incidental interest earned.
- 5.6 For the purpose of paragraph 5.5 above, incidental interest earned means the amount of interest earned by the Contractor on the advance payment.

6. Irrevocable Standby Letter of Credit (ISLC)

6.1 ISLC is used for the following purposes:

- (a) To cover advances, if permitted as per article 5 above

No advance must be made until the Contractor 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. The ISLC must be equal the total outstanding advance payments in Canadian dollars.

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

Face amount of the ISLC in CAD\$	\$250,000.00 CAD
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The Contractor must provide to the Technical Authority within twenty-eight (28) days of signing the Contract an ISLC in accordance with 6.3, covering the Contractor's obligations under this Contract. The ISLC must be for the face amount specified above.



The Contractor must, at all times, maintain a valid and enforceable ISLC. The Contractor 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 Contractor 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 Contractor to maintain the ISLC will constitute an event of default under the Contract.

- 6.2 An ISLC must be in Canadian dollars.
- 6.3 An ISLC and amendments to an ISLC submitted by the Contractor must be sent to the Technical Authority. The ISLC itself must clearly indicate the following information:
 - (a) Bank's reference number
 - (b) Bank's name and address
 - (c) Date of issue
 - (d) Expiry date
 - (e) Name and address of the Contractor
 - (f) Name of the payee: *Receiver General of Canada, Attn: DFATD Branch name and address indicated in the GC 1.5.*
 - (g) The Purchase Order (PO) number
 - (h) The project name and number
 - (i) Name of the Technical Authority
 - (j) The face amount of the letter of credit
 - (k) "Payable in demand" or "Payable at sight"
 - (l) 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
 - (m) 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)
 - (n) A provision for the renewal of the letter of credit (where applicable).
- 6.4 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.
- 6.5 All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Contractor's own expense.

7. Mode of Billing and Payment

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

- 7.1 Subject to 7.2 through 7.7 below, DFATD will pay the Contractor, not more often than once per month, the fees, costs for Personnel on long-term assignment and reimbursable expenses outlined in paragraph 2 above paid by the Contractor during the previous month.

Number of copies of invoice	[insert number of copies]
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- 7.2 No payments will be made to the Contractor until DFATD receives a detailed invoice in the number of copies specified in paragraph 7.1 above, of the Contractor's fees for the Services rendered, monthly rates and expenses paid during the previous month supported by the following documentation properly completed:
 - (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 Contractor may include this information on its invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Contractor 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 Contractor. Where expenses are paid in foreign currency, receipts must indicate the currency.

If the Contractor submits an electronic invoice, DFATD will identify it as the original invoice.

In the event that the number of person-days worked exceeds the total authorized for the week in accordance with paragraph 2.3 above, the Contractor 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 Technical Authority.

- 7.3 All payment requests, invoices and statements submitted by the Contractor must be sent to DFATD at the following address and must indicate the following codes:

Address	Financial Codes
<p>[Insert address] Attention: [Insert name of Technical Authority] [Insert name of Contracting Officer in charge of the file]</p>	<p>Purchase order: [insert number] WBS element: [insert number] GLAcct/ CC/ Fund: [insert number] Vendor: [insert number] Project number: [insert number]</p>

- 7.4 Within 15 days of the receipt of the documentation required under 7.2, DFATD will notify the Contractor, 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 Contractor are not satisfactory or are not in conformity with the Contract; or
- (c) The amount claimed by the Contractor appears to exceed the actual value of the Services performed.

DFATD reserves the right to withhold payment until the situation has been rectified at the sole cost of the Contractor:

- 7.5 Any fees, costs for Personnel on long-term assignment or reimbursable expenses paid by the Contractor which are the subject of the notification in 7.4 will be excluded for the purposes of payment under paragraph 7.1 until the fees, costs for Personnel on long-term assignment or reimbursable expenses have been accepted by DFATD.
- 7.6 Subject to paragraph 7.4 above, DFATD will pay the Contractor within 30 days after the receipt of the documentation required under paragraph 7.2.
- 7.7 With the exception of the final payment under paragraph 8, payments do not constitute acceptance of the Services nor relieve the Contractor 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 Contractor's expense.

8. Final Payment

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

9. Right of Set-Off

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 Contractor, DFATD may set off against any amount payable to the Contract 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 Contractor any such amount payable to DFATD by the Contractor which by virtue of the right of set-off, may be retained by DFATD.



10. Interest on Overdue Accounts

10.1 In this section:

- (a) “amount due and payable” means an amount payable by DFATD to the Contractor in accordance with paragraph 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 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 7.2.

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

10.3 Interest will not be payable on advance payments.

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

11. Debts Left in the Recipient Country

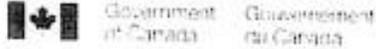
If the Contractor, and/or a member of its Personnel leave the Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Contractor and conferring with the Contractor in this matter, apply any money payable to the Contract under the Contract toward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



Appendix A – Financial Tables



ANNEX "D" SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contact Number / Numéro du contrat SERVIR PERU
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Global Affairs Canada		2. Branch or Directorate / Direction générale ou Direction NEM/ M4D/ VLA
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The Consultant will provide technical assistance to the Government of Peru in order to improve the delivery of public services to the population with a specific mission...		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur aura-t-il que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Etranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	7. b) Release restrictions / Restrictions relatives à la diffusion	7. b) Release restrictions / Restrictions relatives à la diffusion
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to / Limite à <input type="checkbox"/>	Restricted to / Limite à <input type="checkbox"/>
Restricted to / Limite à <input type="checkbox"/>	Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays
7. c) Level of information / Niveau d'information	7. c) Level of information / Niveau d'information	7. c) Level of information / Niveau d'information
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRES SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET / TRES SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRES SECRET (SIGINT) <input type="checkbox"/>	COSMIC TRES SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) / TRES SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

5 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity / Dans l'affirmative, indiquer le niveau de sensibilité No / Non Yes / Oui

6 Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Titles of material / Titres abrégés du matériel / Document Number / Numéro du document No / Non Yes / Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL	<input type="checkbox"/> SECRET / SECRET	<input type="checkbox"/> TOP SECRET / TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGHT / TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET / NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS			

Special comments / Commentaires spéciaux: NR

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10 b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11 a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11 b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11 c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

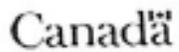
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

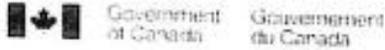
11 d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électriquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisis dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE					SAFE / SÛRE					UNSAFE / INSÛRE				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	SECRET WITH DIFFUSION / SECRET AVEC DIFFUSION	SECRET / CONFIDENTIAL	SECRET / CONFIDENTIAL	SECRET / CONFIDENTIAL	TOP SECRET / TRÈS SECRET	SECRET WITH DIFFUSION / SECRET AVEC DIFFUSION	SECRET / CONFIDENTIAL					
Information / Informations																		
Personnel / Personnel																		
Media / Média																		
Equipment / Équipements																		

- 11 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
 No / Non Yes / Oui
 If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
- 11 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
 No / Non Yes / Oui
 If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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Security Classification / Classification de sécurité
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13 Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres mouées) HILDA NUGENT		Title - Titre SENIOR PROGRAMME OFFICER	Signature <i>Hilda Nugent</i>
Telephone No. - N° de téléphone 339-3452	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel hilda.nugent@international.gc.ca	Date Jan. 12, 2018
14 Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres mouées) ERIC COUVES		Title - Titre Contract Security Coord.	Signature <i>Eric Couves</i>
Telephone No. - N° de téléphone 343-203-3067	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel eric.couves@international.gc.ca	Date 2018-02-13
15 Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Oui
16 Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres mouées) Olivier Charbonneau		Title - Titre Procurement Officer	Signature <i>Olivier Charbonneau</i>
Telephone No. - N° de téléphone 343 203-5446	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel olivier.charbonneau@international.gc.ca	Date 22 09 2020
17 Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres mouées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date