



**A1. DEPARTMENTAL REPRESENTATIVE
[Departmental Representative address]**

Information to be provided at contract award.

E-mail:

realproperty-contracts@international.gc.ca

**Architectural and
Engineering Services
Request for Proposals (RFP)**

for

Performance of the Work described in
Appendix “A” – Statement of Work of
the draft contract.

A2. TITLE Property Master Plan, New Delhi, India		
A3. SOLICITATION NUMBER 21-177446-ACME	A4. PROJECT NUMBER 21-177446-ACME	A5. DATE September 19 th , 2020
<p>A6. RFP DOCUMENTS</p> <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Submission Requirements (Section “I”) 3. Evaluation and Basis of Selection (Section “II”) 4. Price Proposal (Section “III”) 5. General Instructions (Section “IV”) 6. The attached draft Contract 7. Statement of Work (Appendix “A”) 8. Description of Project (Appendix “B”) 9. Master Plan Delhi Brief (Appendix “C”) 10. Security Requirement Checklist (Appendix “D”) <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
<p>A7. PROPOSAL DELIVERY</p> <p>In order for the proposal to be valid, it must be received no later than 2:00PM local time (Ottawa, Ontario) on November 2nd, 2020 referred to herein as the “Closing Date”.</p> <p>Only electronic submissions will be accepted via the following electronic mail address: realproperty-contracts@international.gc.ca</p> <p>The technical proposal and the price proposal must be submitted in two (2) separate attachments and identified appropriately. There is no limit to the number of attachments; however, bidders must ensure that the size of the message is less than 10 megabytes (MB). It may be necessary to send more than one (1) e-mail so as to not exceed the size limit.</p> <p>If a file is sent more than once, the last file received will be evaluated and all other files received previously will not be opened. All information submitted should be sent as e-mail attachments. The use of cloud-based file sharing services or all other methods of file transfer is not permitted.</p> <p>Canada is not responsible for any proposals received after the “Closing Date” as a result of e-mail refused or quarantined by our servers. Failure to comply with any of the above instructions will be grounds for disqualification and the proposal will not be evaluated.</p> <p>Proponents must identify an individual who will be granted access to site plans and floor layout. This individual’s name and email address will be given to the Departmental Representative in accordance with A9. - Enquiries</p>		
<p>A8. PRICE PROPOSAL</p> <p>All the information required in section SR5 must appear on Section “III” - Price Proposal ONLY and included in a separate attachment named “Price Proposal”. Failure to comply will result in the entire proposal being declared non-compliant and rejected from further consideration.</p>		
<p>A9. ENQUIRIES</p> <p>All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative no later than seven (7) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.</p>		
<p>A10. LANGUAGE</p> <p>Proposals shall be submitted in English or French.</p>		
<p>A11. CONTRACT DOCUMENTS</p> <p>The draft contract which the selected Proponent will be expected to execute is included with this RFP. Proponents are advised to review it in detail and identify any problematic clauses in accordance with A9. - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.</p>		

T405-0804

SECTION "I" – SUBMISSION REQUIREMENTS**SR1 SUBMISSION OF PROPOSALS**

- 1.1 Proposals must be received by DFATD at the email address identified and by the date and time specified on page 1 of the solicitation.
- 1.2 Proponents should ensure that their name and the solicitation number is clearly referenced in the email subject line. It is the responsibility of the Proponent to confirm that their submission has been received on time and to the correct email address.
- 1.3 More than one (1) e-mail can be sent if necessary. If the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened.
- 1.4 Her Majesty requests that Proponents provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 1.5 Proponents should follow the specifications format instructions described below, during the preparation of their proposal:
 - Minimum type face of 10 points.
 - All material be formatted to print on 8.5" x 11" or A4 paper.
 - For clarity and comparative evaluation, the Proponent should respond using the same subject headings and numbering structure as in this RFP document.
- 1.6 Proposals may be modified or resubmitted only before the solicitation Closing Date and Time, and must be done in writing. The latest proposal received will supersede any previously received proposals.
- 1.7 Her Majesty will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:
 - The size of attachments exceeds 10 MB.
 - The e-mail was rejected or put in quarantine because it contains executable code (including macros).
 - The e-mail was rejected or put in quarantine because it contains files that are not accepted by DFATD server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 1.8 Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.
- 1.9 It is strongly recommended that Proponents confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one email containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 1.10 Her Majesty requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Proponent or by an authorized representative of the Proponent. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Proponent of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the proposal non-responsive.

1.11 It is the Proponent's responsibility to:

- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- prepare its proposal in accordance with the instructions contained in the RFP;
- submit by Closing Date and Time a complete proposal;
- send its proposal only to the email address specified on page 1 of the bid solicitation;
- ensure that the Proponent's name, and the solicitation number are in the subject line of the email containing the proposal; and,
- provide a comprehensible 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.

1.12 Unless specified otherwise in the RFP, Her Majesty will evaluate only the documentation provided with a Proponent's proposal. Her Majesty will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

1.13 A proposal cannot be assigned or transferred in whole or in part.

SR2 DEFINITIONS

1.1 Request For Proposals

Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs ("The Minister"), is inviting Proponents to submit proposals to provide Architectural and Engineering (A&E) services pursuant to this Request For Proposals (RFP).

1.2 The Proponent

An entity, whether a firm or individual, that submits a proposal on behalf of a consultant team will be referred to as the "Proponent." A consultant team is defined as the team of consultants, specialists and other firms, including the Proponent, proposed to perform the services required. If the Proponent subcontracts parts of the Work to other individuals or firms, the Proponent is legally responsible for all of the Work. In the case of a joint venture, one of the parties must be designated as the Proponent who represents the other members of the joint venture in contractual and operational matters. Where the Proponent is a joint venture, all parties in the joint venture will be held jointly and severally liable for all obligations and undertakings entered into pursuant to any subsequent contract that may arise.

1.3 Proponent - Consultant

For readability, clarity and ease of reference of the narrative that follows, the term "Proponent" is used to identify all entities responding to this RFP. The Proponent responding to this RFP who is selected to carry out the Work is identified as the "Consultant".

1.4 Professional and Technical Services

The Minister seeks to enhance its presence through excellence in its Missions abroad. The successful Architectural & Engineering Firm, as Consultant, will provide all professional and technical services as described and required in Appendix "A" of the attached draft contract along with the Project Description and the Master Plan New Delhi Brief and all other control and administrative services, as described in this RFP, and generally associated with implementing the project (the "Project").

1.5 Proponent's Team

Unless previously authorized in writing by The Minister, the composition of the Proponent's Team actually performing the Work must be identical to the one identified in their proposal. Proponents

must use the same architects, engineers and other professionals named in this proposal and in the same roles and responsibilities as presented in their proposal.

1.6 Proposal Forms Part of A&E Services Contract

All Requirements, Provisions and Submissions of the RFP phase of this Project, including the Successful Proposal as it relates to the performance of the Work which is the subject of the Project, shall become a part of the A&E Services Contract between the Consultant and Her Majesty.

SECTION "II" – EVALUATION AND BASIS OF SELECTION

SR3 INTRODUCTION

This section outlines the information Proponents are required to submit. To qualify, Proponents must meet the Mandatory Requirements set out in the RFP. Proposals not meeting the Mandatory Requirements will not be given any further consideration. Submissions meeting the Mandatory Requirements shall be evaluated according to the criteria and point rating set out in SR5 – Technical Proposal and SR6 – Price Proposal. Should Her Majesty elect to proceed with a contract, the Proponent with the highest score will be awarded the Contract.

In the case of a tie for the highest total score, the Proponent submitting the lowest Fixed Price will be selected. In the case of a tie for the total score and a tie for the price proposal score, the Proponent with the highest score for "Management of the Services" will be selected.

The information required by Section SR4 Mandatory Requirements and Section SR5 Technical Proposal shall be submitted in separate attachments marked "Technical Proposal".

The evaluation will be based solely on the content of the responses and any correctly submitted amendments. No assumptions should be made that Her Majesty has any previous knowledge of the Proponents' qualifications other than that supplied pursuant to this RFP.

SR4 MANDATORY REQUIREMENTS

4.1 The Proponent must fill in all the fields in the template 'Mandatory Requirements'

SECTION 1 - CORPORATE EXPERIENCE

LEAD FIRM - CORPORATE EXPERIENCE		
Item	Description	Compliance
M1	The lead firm must have a minimum of ten (10) years' experience in the provision of master planning, in the past 10 years to bid closing date.	Bidder should provide a summary of their experience in the enclosed field: <ul style="list-style-type: none"> - A summary of their experience, - A demonstration of their 10 year + experience, and - A demonstration of acquired experience since 2010.

LOCAL EXPERIENCE		
M2	<p>Proponent must be located in India or have a minimum of four international sub-consultants located and established for at least three years to the bid closing date in India to include the following services: 1) Legal, 2), Real Estate, 3) Quantity Surveyor (QS), and 4) Architecture sub-consultants.</p>	<p>If the Bidder is located in India the bidder should provide his address</p> <p>Address: _____</p> <p>OR</p> <p>Bidder should provide the following for the four sub-consultants in India:</p> <p>1. Legal: Name: _____ Address: _____ Established in India since [confirm date]: _____</p> <p>2. Real Estate: Name: _____ Address: _____ Established in India since [confirm date]: _____</p> <p>3. QS: Name: _____ Address: _____ Established in India since [confirm date]: _____</p> <p>4. Architecture: Name: _____ Address: _____ Established in India since [confirm date]: _____</p>

CORPORATE EXPERIENCE		
Item	Description	Compliance
M3	Proponent must demonstrate experience in the field by providing information on one international project with similar scope executed in the last 10 years.	Bidder should complete a minimum of one (1) project grid below with an international project as a project outside the Consultant’s home country

PROJECT 1 - INTERNATIONAL	
Project Title	
Value of Mandate	<input type="checkbox"/> Master Planning Mandate; value over \$100K Canadian dollars
Check off applicable box:	<input type="checkbox"/> Campus Planning <input type="checkbox"/> Corporate HQ Planning <input type="checkbox"/> Large Multi-Purpose Development Planning <input type="checkbox"/> Diplomatic complex
Project Location	City: Country:
Client	Company Name: <u>Reference</u> Name: Title: Telephone Number: Email Address:
Project Cost (\$ CAD)	\$ _____
Work Period	Start date of work (month, year): End date of work (month, year):
Description of Project Scope	
Corporate Role in Project	

Services Provided by Proponent	
--------------------------------	--

CORPORATE EXPERIENCE		
Item	Description	Compliance
M4	Proponent must demonstrate experience in the field by providing information on projects with similar scope executed in the last 10 years.	Bidder should complete a minimum of two (2) project grid below with other projects than the international project already presented.

PROJECT 1	
Project Title	
Value of Mandate	<input type="checkbox"/> Master Planning Mandate; value over \$100K Canadian dollars
Check off applicable box:	<input type="checkbox"/> Campus Planning <input type="checkbox"/> Corporate HQ Planning <input type="checkbox"/> Large Multi-Purpose Development Planning <input type="checkbox"/> Diplomatic complex
Project Location	City: Country:
Client	Company Name: <u>Reference</u> Name: Title: Telephone Number: Email Address:
Project Cost (\$ CAD)	\$ _____
Work Period	Start date of work (month, year): End date of work (month, year):
Description of Project Scope	
Corporate Role in Project	

Services Provided by Proponent	
--------------------------------	--

PROJECT 2	
Project Title	
Value of Mandate	<input type="checkbox"/> Master Planning Mandate; value over \$100K Canadian dollars
Check off applicable box:	<input type="checkbox"/> Campus Planning <input type="checkbox"/> Corporate HQ Planning <input type="checkbox"/> Large Multi-Purpose Development Planning <input type="checkbox"/> Diplomatic complex
Project Location	City: Country:
Client	Company Name: <u>Reference</u> Name: Title: Telephone Number: Email Address:
Project Cost (\$ CAD)	\$ _____
Work Period	Start date of work (month, year): End date of work (month, year):
Description of Project Scope	
Corporate Role in Project	

Services Provided by Proponent	
--------------------------------	--

SECTION 2 – MASTER PLANNING REPORT – CONSULTANT / PRINCIPAL LEADER

MASTER PLANNING – CONSULTANT / PRINCIPAL LEADER		
Item	Description	Compliance
M5	The Prime Consultant (principal leader) must have a minimum of ten (10) years’ experience in the provision of master planning, in the past 10 years to bid closing date.	Bidder should provide a summary of their experience, and awards if any, in the enclosed field: <ul style="list-style-type: none"> - A summary of their experience, - A demonstration of their 10 year + experience, and - A demonstration of acquired experience since 2010.

MASTER PLANNING – CONSULTANT / SUSTAINABILITY LEADER		
Item	Description	Compliance
M6	The Sustainability Consultant must have a minimum of ten (10) years’ experience in proven in sustainable planning initiatives, in the past 10 years to bid closing date.	Bidder should provide a summary of their experience, and awards if any, in the enclosed field: <ul style="list-style-type: none"> - A summary of their experience in the field of architecture or engineering with a speciality of sustainability i.e. in the design, production or implementation of sustainable building systems or in the establishment and validation of sustainability certification for building systems, - A demonstration of their 10 year + experience, and - A demonstration of acquired experience since 2010.

SECTION 3 - CERTIFICATIONS AND LICENSING

CERTIFICATIONS/LICENSING		
Item	Description	Compliance
M7	<p>The senior individuals carrying out the work shall hold professional certification and be licensed to practice in their respective country:</p> <p>Consultant (principal leader): RAIC (Royal Architectural Institute of Canada), Canadian Society of Landscape Architects (CSLA), or Urban and Regional Planning Association, and a provincial affiliate (example OAA), or Indian <u>equivalent designation</u>, or International <u>equivalent designation</u></p> <p>Senior Engineers or Engineering Technicians and technologists: Ontario Professional Engineers, or Ontario Association of Certified Engineering Technicians and Technologists, or provincial equivalent; or Indian <u>equivalent designation</u>, or International <u>equivalent designation</u></p> <p>Senior Architects: RAIC (Royal Architectural Institute of Canada), Canadian Society of Landscape Architects (CSLA), or Urban and Regional Planning Association, and a provincial affiliate (example OAA), or Indian <u>equivalent designation</u>, or International <u>equivalent designation</u></p> <p>Local Senior Quantity Surveyor: RICS (Royal Institution of Chartered Surveyors), FRICS (Fellow of the Royal Institution of Chartered Surveyors), MRICS (Members of the Royal Institution of Chartered Surveyors), or Indian <u>equivalent designation</u>, or International <u>equivalent designation</u></p>	<p>Individual personnel do not have to be licenced in India. The objective is to have an evaluation <u>similar</u> to Canadian Standards where the focus and consistency is the same as Canadian Custodial Assets while following the law and regulations in India to the extent required for compliance. One responsible team member has to be licenced in India and not the entire list of personnel.</p> <p>In order to demonstrate compliance, the bidder must provide registration number and/or copies of certification/ licensing.</p>

SR5 TECHNICAL PROPOSAL (70 points)

Points for the Technical Proposal account for seventy percent (70%) of the total score and are allocated to the criteria listed in section SR5.1 to SR5.3 inclusively.

Technical Proposals **should not** exceed thirty (30) single-sided pages of 8½ "x 11" paper, minimum type face of 10 pts. All material shall be produced on 8.5" x 11" or A4 paper. Material exceeding the thirty (30) page maximum may **NOT** be considered. For the sake of clarity and comparative evaluation, Proponents should respond using the same subject headings and numbering structure in this document.

5.1 Understanding of the Mandate (30 out of 70 points)**Intent:**

Evaluate the Proponent's understanding of the requirements. Adequate response consists of an analysis that demonstrates a thorough understanding of the Work. For a Proposal to receive higher marks it must demonstrate "value added". Simply reprinting excerpts from the Project Brief in response to issues will not be perceived as adding "value."

Information to be submitted:

- 5.1.1** a narrative which demonstrates a clear understanding of the requirements of the Statement of Work;
- 5.1.2** a project organization chart showing names and titles of all Proponent Team resources named for the Mandate;
- 5.1.3** a short description of the roles of key team members at each phase of the Mandate;
- 5.1.4** a description of the project management software tools and instrumentations that the Proponent would utilize for the work;
- 5.1.5** a comprehensive description of the Proponent's intended work plan outlining how the Proponent would undertake the mandate to deliver the master plan and meet its timelines; and
- 5.1.6** a comprehensive description of the Proponent's intended work plan outlining how the Proponent would undertake the mandate to deliver the optional services and meet their timelines.
- 5.1.7** a narrative on the nature of the Mandate;
- 5.1.8** a narrative on the opportunities, challenges, quality expectations, building systems and delivery of the Mandate, including potential savings in costs, expectation to meet schedule; and
- 5.1.9** a narrative on the special circumstances, issues or risk factors affecting the Mandate.

Rating:

0 points	1-9 points	10-19 points	20-29 points	30 points
<p>Unsatisfactory. No details provided. No approach or methodology was proposed.</p>	<p>The explanation of how the bidder will meet this requirement is lacking in specific details and coherence.</p> <p>The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized.</p> <p>There are several major deficiencies with the objectives and expected outcomes of this requirement.</p> <p>Some major elements were not clearly addressed.</p> <p>The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.</p>	<p>Acceptable and adequate explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement.</p> <p>Some minor elements were not addressed clearly.</p> <p>The bidder demonstrates the minimum acceptable capability to meet most elements.</p>	<p>Clear, easy-to-understand explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement.</p> <p>The bidder demonstrates the capability to adequately meet all elements of the requirement.</p>	<p>Well-detailed, in depth, and specific explanation of how requirement will be met.</p> <p>The approach and methodology are structure, coherent, and all necessary details are provided.</p> <p>No deficiencies exist.</p> <p>The bidder demonstrates an understanding of the objective and expected outcomes of this requirement.</p> <p>The bidder demonstrates the capability to fully meet all elements of this requirement.</p>

5.2 Experience Of Personnel (30 out of 70 points)

- 5.2.1 area(s) of expertise of individuals being proposed (by discipline) who would be involved with the project and the role for which they will be responsible;
- 5.2.2 individuals' years of experience;
- 5.2.3 individuals' years with the Proponent entity;
- 5.2.4 responsibilities held, by the individuals being proposed, for projects they have completed;
- 5.2.5 client reference (name of contact, title, email, telephone); and
- 5.2.6 services provided by the individual being proposed.

Rating:

0 points	1-9 points	10-19 points	20-29 points	30 points
Unsatisfactory. No details provided.	The descriptions provided are lacking in specific details and coherence. Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor experience requirements, but does not demonstrate the minimum capability to provide the level and complexity of anticipated expertise.	Acceptable and adequate explanation in the descriptions provided. Some minor elements were not addressed clearly. The bidder demonstrates the minimum acceptable capability to provide the level and complexity of anticipated expertise.	Clear, easy-to-understand descriptions were provided. The bidder demonstrates the capability to adequately provide the level and complexity of anticipated expertise.	Well-detailed, in depth, and specific descriptions were provided. No deficiencies exist. The bidder demonstrates the capability to fully provide the level and complexity of anticipated expertise.

5.3 Management of the Multi-disciplinary Team (10 out of 70 points)

Effective management of the services rendered under the A&E Services Contract between the DFATD project office in Ottawa, the Consultant's offices, whether in Canada or abroad, and the site office represents a major challenge. Effective communication and effective delegation of authority are factors that will determine the success of the Project.

Intent:

Evaluate the Proponent strategy for delivering the Mandate. Adequate response consists of an effective delivery strategy for the Proponent's Team and a clear description of how the team will be effectively managed. For a Proposal to receive higher marks it must elaborate on the strategy for delivering the Mandate and describe in detail how the various components of the Proponent Team relate to each other, assist each other and communicate with each other.

Information to be submitted:

- 5.3.1 a description of the nature, extent and duration of the links in any partnerships / joint ventures;
- 5.3.2 a listing of the major risks associated with project delivery overseas and how they apply to this particular Project. It must describe how, when and by whom these issues will be dealt with;
- 5.3.3 a description of the facilities of the Proponent Team where different work packages will be undertaken. Indicate how this partition of Work (if any) will be of benefit to the Project; and
- 5.3.4 a description of the experience of any associates or joint venture partners in delivering projects for overseas clients. Provide reference contact names, mail and e-mail addresses, and telephone numbers of these clients; and

Rating:

0 points	1-2 points	3-5 points	6-9 points	10 points
Unsatisfactory. No details provided.	<p>The descriptions provided are lacking in specific details and coherence.</p> <p>There are several major deficiencies with the objectives and expected outcomes of this requirement.</p> <p>Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to provide the level and complexity of anticipated advice.</p>	<p>Acceptable and adequate explanation in the descriptions provided.</p> <p>There are several minor deficiencies with the objective and expected outcomes of this requirement.</p> <p>Some minor elements were not addressed clearly.</p> <p>The bidder demonstrates the minimum acceptable capability to provide the level and complexity of anticipated advice</p>	<p>Clear, easy-to-understand descriptions were provided.</p> <p>Minor deficiencies exist with the objective and expected outcomes of this requirement.</p> <p>The bidder demonstrates the capability to adequately provide the level and complexity of anticipated advice.</p>	<p>Well-detailed, in depth, and specific descriptions were provided.</p> <p>No deficiencies exist.</p> <p>The bidder demonstrates an understanding of the objective and expected outcomes of this requirement.</p> <p>The bidder demonstrates the capability to fully provide the level and complexity of anticipated advice.</p>

SR6 PRICE PROPOSAL (30 out of 30 points)

6.1 All the information required in section SR6 must appear on Section "III" - Price Proposal ONLY and sealed in a separate envelope marked "Price Proposal". Failure to comply will result in the Proposal being declared non-compliant and rejected from further consideration. Price Proposals will only be opened after the Technical Proposal evaluation is completed. If it becomes clear that the Price Score would not alter the standing of any Proposal, that Price Proposal envelope will NOT be opened.

6.2 Base Contract - Fixed Price

- 6.2.1** Proponents shall quote an all inclusive Fixed Price (excluding the cost of The Crown's services and equipment\ furniture) on the form attached as Section "II" - Price Proposal. The Fixed Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 6.2.2** Proponents shall estimate the value of the taxes (including VAT as per SR6.4) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent on the Price Proposal;
- 6.2.3** All payments shall be made according to the terms of payment set out in the attached draft contract;
- 6.2.4** Exchange rate fluctuation protection is not offered; and

6.2.5 Price Proposals not meeting the above requirements will not be given any further consideration.

6.3 **OPTIONAL PHASES 1a & 3a - Hourly Rates**

6.3.1 Proponents shall quote all-inclusive Hourly Rates on the form attached as Section "II" - Price Proposal. The Hourly Rate must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent's proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;

6.3.2 Proponents shall estimate the value of the taxes (including VAT as per SR6.4) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent;

6.3.3 All payments shall be made according to the terms of payment set out in the attached Contract;

6.3.4 Exchange rate fluctuation protection is not offered; and

6.3.5 Price Proposals not meeting above requirements will not be given any further consideration.

6.4 **Taxes & Duties**

Proponents are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.

Her Majesty will pay the VAT specified in the Price Proposal provided:

6.4.1 that amount is applicable to the Work provided by the Consultant to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Consultant to any third party (including Subcontractors);

6.4.2 Her Majesty is unable to procure an exemption from VAT in respect of the Work;

6.4.3 the Consultant agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;

6.4.4 the VAT is shown separately on all of the Consultant's invoices and progress claims; and

6.4.5 the Consultant agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Consultant pursuant to applicable tax laws.

6.5 **Price Breakdown**

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and expectation used to determine the cost of each component of the Work, may lead to disqualification.

6.6 **Basis Of Selection – Highest Combined Rating Of Technical Merit And Price**

6.6.1 To be declared responsive, a bid must: a) comply with all the requirements of the bid solicitation; and b) meet all mandatory criteria.

6.6.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.

6.6.3 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.

6.6.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.

6.6.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating, and

6.6.6 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 70 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		65/70	54/70	59/70
Bid Evaluated Price		\$48,000	\$59,000	\$45,000
Calculations	Technical Merit Score	$65/70 \times 70 = 65$	$54/70 \times 70 = 54$	$59/70 \times 70 = 59$
	Pricing Score	$45/48 \times 30 = 28.13$	$45/59 \times 30 = 22.88$	$45/45 \times 30 = 40$
Combined Rating		93.13	76.88	99
Overall Rating		2nd	3rd	1st

SR7 PHASED BID COMPLIANCE PROCESS (PBCP)

7.1 General

- (a) Her Majesty is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Her Majesty at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Her Majesty does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Her Majesty.

The Bidder acknowledges that the reviews in Phase I and II of this PBCP are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Her Majesty may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Bidder also acknowledges that its response to a notice or a Compliance Assessment Report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- (c) Her Majesty may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Her Majesty's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Her Majesty to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Her Majesty's rights to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Her Majesty will send any Notice or CAR by any method Her Majesty chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Her Majesty at the date and time they are delivered to Her Majesty by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Her Majesty on the date and time it is received in Her Majesty’s email inbox at Her Majesty’s email address specified in the Notice or CAR. A Notice or CAR sent by Her Majesty to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Her Majesty. Her Majesty is not responsible for late receipt by Her Majesty of a response, however caused.

7.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Her Majesty will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Her Majesty’s review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Her Majesty’s review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development Canada.
- (c) If Her Majesty determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Her Majesty will send a written notice to the Bidder (“Notice”) identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the “Remedy Period”) to remedy the matters identified in the Notice by providing to Her Majesty, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Her Majesty, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder’s Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Her Majesty will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Her Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Her Majesty, will receive a Phase II review.

7.3 Phase II: Technical Bid

- (a) Her Majesty’s review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Her Majesty will send a written notice to the Bidder (Compliance Assessment Report or “CAR”) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Her Majesty in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Her Majesty, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Her Majesty, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Her Majesty to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Her Majesty in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Her Majesty will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Her Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Her Majesty, will receive a Phase III evaluation.

7.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Her Majesty will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

7.5 Technical Evaluation

7.5.1 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

SECTION “III” – PRICE PROPOSAL

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: (____) ____-____ Fax number: (____) ____-____

Email: _____@_____

A) Base Contract – FIXED LUMP SUMP PRICE to provide the services required in the Statement Of Work:

Her Majesty will pay the Proponent an amount not to exceed \$___ CAD, which will be paid in monthly payments

B) Phases 1a and 3a – FIXED HOURLY RATES (for on demand services)

The enclosed table is provided with the sole purpose of assessing and comparing the full price proposal. **The numbers of hours in the table are for evaluation purposes only.** This table does NOT constitute conditions OR replace any stipulated conditions for the contract. Services under Phases 2 and 3 will be rendered on an “as and when required” basis and as directed in writing by the Departmental representative.

The fixed hourly rates quoted in the table below will be used as the fixed hourly rate for the Phase 2 & 3 optional contract.

Phase1a & 3a – Each - For evaluation of Additional Studies For Investigation and Demonstration Plan				
#	Expertise	Fixed Hourly Rate \$ CAD	# Hours	Total \$ CAD
1	Senior Lead		80	
2	Senior Architect		60	
3	Junior Architect		60	
4	Senior Civil Engineer		80	
5	Junior Civil Engineer		60	
6	Senior Structural Engineer		60	
7	Junior Structural Engineer		60	

8	Senior Mechanical Engineer		60	
9	Junior Mechanical Engineer		60	
10	Senior Electrical Engineer		80	
11	Junior Electrical Engineer		60	
12	Senior Administrative		80	
13	Junior Administrative		60	
TOTAL				\$__ CAD

The total price for evaluation purposes will be the total price in the table for Phase 1 (fixed lump sum) + the total price in the table for Phase 2 (fixed hourly rate) + the total price in the table for Phase 3 (fixed hourly rate).

All amounts are in the currency specified in the contract

Signature

Date

Print Name and Capacity

SECTION "IV" - GENERAL INSTRUCTIONS

- GI1 RESPONSIVENESS**
- 1.1 For a Proposal to be considered valid, it must comply with all the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".
- GI2 ENQUIRIES - SOLICITATION STAGE**
- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Proponents, the Departmental Representative will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Departmental Representative named herein. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.
- GI3 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD**
- 3.1 Should any Proponent consider that the Specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Proponent is invited to make suggestions, in writing, to the Departmental Representative named herein. The Proponent must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Proponent will be given consideration provided they are received by the Departmental Representative within the timeframe described in A10 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.
- GI4 PROPOSAL PREPARATION COST**
- 4.1 The costs, including travel incurred by the Proponent in the preparation of its Proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Proponent and will not be reimbursed by Her Majesty.
- GI5 PROPOSAL DELIVERY**
- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Proponent has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to a location other than the one stipulated in A7.
- 5.3 Late Proposals: The minister will return unopened proposals received after the Closing Date and Time specified in A7.
- GI6 VALIDITY OF PROPOSAL**
- 6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) calendar days after the Closing Date.
- GI7 RIGHTS OF CANADA**
- 7.1 Her Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Proponents, at Proponents cost, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Proponent with respect to this RFP;
- 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;

- 7.1.3 to accept any proposal in whole or in part without prior negotiation;
- 7.1.4 to cancel and/or re-issue this RFP at any time;
- 7.1.5 to award one or more contracts, if applicable;
- 7.1.6 to retain all proposals submitted in response to this RFP;
- 7.1.7 not to accept any deviations from the stated terms and conditions;
- 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful Proposal in any resulting contract; and
- 7.1.9 not to contract at all.
- GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT**
- 8.1 Canada may reject a Proposal where the Proponent, including the Proponent's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- 8.1.1 Section 121, Frauds upon the Government;
- 8.1.2 Section 124, Selling or Purchasing Office; or
- 8.1.3 Section 418, Selling Defective Stores to Her Majesty.
(Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)
- 8.2 Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Departmental Representative will so inform the Proponent and provide the Proponent ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.
- GI9 INCURRING OF COST**
- 9.1 No costs incurred before receipt of a signed Contract or specified written authorization from the Departmental Representative can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Departmental Representative. The Proponent's attention is drawn to the fact that the Departmental Representative is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.
- GI10 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT**
- 10.1 Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.
- GI11 PROPERTY OF HER MAJESTY**
- 11.1 All correspondence, documents and information provided to the Minister by any Proponent in connection with this RFP will become the property of Her Majesty and may be released pursuant to the Canadian Federal Access to Information Act and the Privacy Act.
- GI12 RIGHTS OF UNSUCCESSFUL PROPONENTS**
- 12.1 Proponents are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the envelope by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Proponents of this tender competition. The keeping of such information by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Proponents to this tender process, all the documents submitted by competing Proponents are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Proponents that it will at no time use those materials for any commercial purposes without the written consent of the authors.
- GI13 PRICE SUPPORT**
- 13.1 In the event that the Proponent's bid is the sole responsive Proposal received, the

Proponent must provide, on the Minister's request, one or more of the following price support if applicable:

- 13.1.1 a current published price list indicating the percentage discount available to the Minister;
- 13.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
- 13.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;
- 13.1.4 price or rate certification;
- 13.1.5 any other supporting documentation as requested by the Minister.

GI14 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THIS PROJECT

- 14.1 Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project, except for their response to Her Majesty pursuant to this RFP.

GI15 ACCEPTANCE OF BIDS

- 15.1 Proponents must meet and adhere to the architectural and design standards contained in the bid documentation.
- 15.2 Proponents must submit a list of Sub-Contractors they propose to use on the Work. The successful Proponent shall not be allowed any subsequent substitution of the submitted list of Sub-Contractors, unless authorized, in advance in writing by Her Majesty.

GI16 SIGNATURES

- 16.1 The following requirements are to be adhered to when signing the Price Proposal:
 - 16.1.1 **Corporation**
The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.
 - 16.1.2 **Partnership**
The signatures of the partners shall be affixed and their names typed or

printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.

16.1.3 Sole Proprietorship

The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the proposal.

16.1.4 Joint Venture

The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 16.1.1 to 16.1.3 above.

GI17 RETURN OF DOCUMENTS

- 17.1 Unsuccessful Proponents must, if requested by the Departmental Representative, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

GI18 CLASSES OF OFFICE SPACE: DEFINITIONS

18.1 Class "A":

- 18.1.1 A Class "A" Building is a relatively new building situated in a prime location, with high occupancy and rental rates.
- 18.1.2 This definition needs more detail, especially for buildings outside of North America, to more fully assess the varying quality and availability of office space classes around the world. A Class "A" building also is new or not older than ten (10) years since construction or a major renovation,

- and either through recent construction or major renovation has:
- 18.1.2.1 a modern design (prestigious) with few if any columns restricting use of the floor plate,
 - 18.1.2.2 the mechanical and electrical systems and equipment provide fully powered and climate-controlled space,
 - 18.1.2.3 a prestigious location in terms of exposure and access (i.e., within a fifteen (15) minute walk from a bus or other mass transit station, in the central business district or a very important sector of the city or a diplomatic enclave/area),
 - 18.1.2.4 large, efficient floor plate,
 - 18.1.2.5 appropriate building features including drop ceilings, box lighting, HVAC controls, attractive common area lobbies and washrooms,
 - 18.1.2.6 emergency fire sprinklers, detectors and alarms,
 - 18.1.2.7 at least two (2) staircases for emergency exiting,
 - 18.1.2.8 on-site parking and storage facilities for lease,
 - 18.1.2.9 built to the latest earthquake standards for the area,
 - 18.1.2.10 employed building codes similar to Canada's codes,
 - 18.1.2.11 back-up generator capability for

- at least the vital building systems,
- 18.1.2.12 professional security and property management, and
- 18.1.2.13 on-site or nearby support retail, banking and other business support services.

18.2 Class "B":

- 18.2.1 A Class "B" Building is an older building fully renovated to modern standards situated in a still prime location with very good occupancy rates.
- 18.2.2 A Class "B" building is eleven (11) years or OLDER since initial construction or since a major renovation. Therefore, some (or all) of the fourteen Class "A" points above would not apply or would be inferior or lacking.

18.3 Class "C":

- 18.3.1 A Class "C" Building is an older, un-renovated building (at least eleven (11) years of age) in fairly good condition, with moderate rental rates and good occupancy, in a secondary location that has been surpassed by new downtown developments.

G119 INTERPRETATION

- 19.1 In this RFP, "Her Majesty", "the Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.



C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

Marc Monette

Executive Director
200 Promenade du Portage
Gatineau, Québec, Canada
K1A 0G2

Telephone: 343-203-8356
Email: marc.monette@international.gc.ca

DRAFT

Architectural and Engineering Services Contract

Between

Her Majesty the Queen in right of Canada (referred to herein as "Her Majesty") represented by the Minister of Foreign Affairs (referred to herein as the "Minister")

and

(INSERT FULL LEGAL NAME OF CONSULTANT)
(INSERT ADDRESS OF CONSULTANT) (referred to herein as the "Consultant")

for

Performance of the Services described in Appendix "A" – Statement of Work

Contract form containing sections C2 to C10, including contract details, milestones, and signature lines for both parties.

SECTION "I" – SUPPLEMENTARY CONDITIONS

SC1. Security Requirements

No security requirements.

SC2. Definitions

The following words or phrases have the corresponding meaning:

"Applicable Taxes":

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

"Consultant Team":

The team of Consultants, specialists and sub-Consultants, including the Consultant, proposed by the Consultant to perform the services required. The term "contractor" is equivalent to "consultant" throughout this contract.

"Key Personnel":

Staff of the Consultant, sub-Consultants and specialists proposed to be assigned to this project.

"Master Plan"

A comprehensive long-range strategy that is intended to direct the vision, development and future of a community or set of assets.

"Project"

In the context of this contract, the term "project" designates the Master Plan.

SC3. Contract Structure

The Work under this Contract is divided into three phases described in Appendix "A".

Base Contract is the initial Contract – it includes phases 1, 2 and 3.

Phases 1a and 3a of the Work are optional at the sole discretion of the Crown. Exercising the option to have the Consultant perform **Phase 1a** work is not a guarantee that the option for the **Phase 3a** Work will be exercised. The Departmental Representative may exercise the option for **Phase 1a** and/or the option for **Phase 3a** at any time before the end of the Contract Period by sending a written notice to the Consultant.

SC4. Licensing Requirements

Consultant team members and key personnel must engage and work with licensed Consultants in India, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by Indian law, or other local authorities, in the area of the work.

SC5. Insurance Requirements

- 5.1. The Consultant must be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage of \$2 million CAD.
- 5.2. No insurance requirement stipulated in the Contract should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage

which the Consultant and other members of the Consultant team may consider to be necessary for their own protection or to fulfill their obligations.

- 5.3. The Consultant certifies that the Consultant and the other members of the Consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

SC6. Joint Venture

- 6.1. A joint venture is an association of two or more parties, whether individuals, partnerships, corporations, trusts or other, who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium. The Consultant in a joint venture must clearly indicate that they do so as a joint venture and must provide the following information:
- the name of each member of the joint venture;
 - the name of the representative (agent or mandatary) of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
 - the name of the joint venture, if applicable.
- 6.2. The contract, must be signed by all the members of the joint venture, unless one member is appointed to act on behalf of all members of the joint venture. This official representation is solely for the purpose of contract management and delivery, as all members of the joint venture will be jointly and severally liable for the performance of the Required Services. Proof that each member of the joint venture confirms that the representative has been appointed with full authority to act as its representative will be required at contract signature.

SC7. Status and Availability of Resources at Award of Contract

The Consultant certifies that every individual listed in its proposal will be available to perform the Services resulting from the contract as required by Canada's representatives and at the time specified in the Contract or as agreed to with Canada's representatives. If the Consultant is unable to provide the services of an individual named in its proposal, the Consultant may propose a substitute with at least the same qualifications and experience. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion.

SC8 Language Requirements

Communication between Canada and the Consultant must be in either English or French. This language, once confirmed during the kick-off meeting, shall be deemed to be the language of the Contract.

SC9. Disbursements

- 9.1 The following costs must be included in the fees required to deliver the Consultant services and must not be reimbursed separately;
- (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Request for Proposal;
 - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;

- (c) courier and delivery charges for deliverables specified in the Request for Proposal;
- (d) plotting;
- (e) presentation material;
- (f) parking fees;
- (g) taxi charges;
- (h) travel time;
- (i) travel expenses [note that, under the fixed price – Base Contract - there are a number of vision sessions as well as stipulated presentations in person in Ottawa as well as two site visits to New Delhi];
- (j) local project office; and
- (k) all electronic transfer fees or hosting fees need to be added here for data management.

9.2 The following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:

- (a) additional transportation costs for material samples and models specifically related and required by **optional Phases 1a and 3a**;
- (b) additional project related travel and accommodation costs solely related to and required by **optional Phases 1a and 3a** shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>), and
- (c) other additional disbursements related to and required by **optional Phases 1a and 3a**.

9.3 Disbursements must be Project related and must not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, must not exceed the amount entered in the Request for Proposal, without the prior authorization of the Departmental Representative.

SC10. Travel and Living Expenses

10.1 As travel to and from the project site is a mandatory requirement, all associated costs (including any passport or visa costs, per diem on-site fees, transportation, accommodation and disbursements) are the Consultant's responsibility, with the exception of those required by **optional Phases 1a and 3a** as set out in section 9.2 above. As such, these costs are included in C8. Contract Amount.

10.2 Where Contract changes result in additional or extended travel deemed necessary by the Department of Foreign Affairs, Trade and Development Canada (DFATD), due to extraordinary and unexpected requirements, and with the approval of the Departmental Representative, DFATD will be responsible for the additional costs for transportation and accommodation. All approved travel expenses will be in accordance with Treasury Board directives for persons under contract with the Canadian Federal Government (Treasury Board travel directive website: http://www.tbs-sct.gc.ca/PUBS_POL/HRPUBS/TBM_113/MENU-TRAVEL-VOYAGE-ENG.ASP).

Airfare shall be limited to economy class only. Consultants are required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately upon approval of this agreement, in order to take advantage of the lowest fares. DFATD retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the Consultant, where this is company policy.

*Additional or extended travel and living costs (as per above) will be calculated and reimbursed based on proof of receipts and in accordance with the TB travel directive.

http://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng&let=B

10.3 Travelling outside Canada requires immunization and current information on destinations, Travel arrangements and immigration matters are the responsibility of the Consultant.

10.4 Information on travelling abroad may be found at the DFATD Website:
[HTTP://WWW.VOYAGE.GC.CA/INDEX-ENG.ASP](http://WWW.VOYAGE.GC.CA/INDEX-ENG.ASP)

NOTE: While DFATD does the utmost to ensure the accuracy and completeness of the information on its web site, DFATD does not warrant such and does not accept any liability for such accuracy or completeness or lack thereof.

10.5 All travel must have the prior authorization of the Departmental Representative. All payments are subject to government audit.

SC11. IMPACT OF COVID-19

The Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents (including impact on travel, timelines, emergency evacuations, and repatriation)

SECTION "II" – GENERAL CONDITIONS

GC1 DEFINITIONS

- 1.1** "Average Bank Rate" means the simple arithmetic mean of the Canadian Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- 1.2** "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;
- 1.3** "Construction Budget" means that portion of the 'Project Budget' applicable to a Construction Contract;
- 1.4** "Construction Contract" means a contract entered into between Her Majesty and a Contractor for the construction of the Project;
- 1.5** "Construction Contract Award Price" means the price at which a Construction Contract is awarded to a Contractor;
- 1.6** "Construction Cost Estimate" means an anticipated amount for which a Contractor will execute the construction of the Project;
- 1.7** "Construction Cost Limit" means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;
- 1.8** "Construction Documents" means all necessary working drawings and specifications.
- 1.9** "Consultant" means the party identified in the Articles of Contract to perform the Consultant's Services under this Contract, and includes the officer or employee of the Consultant identified in writing by the Consultant;
- 1.10** "Consultant's Representative" means the officer or employee of the Consultant identified in writing by the Consultant to perform the Consultant's Services under the Contract;
- 1.11** "Contractor" means a person, firm or corporation with whom Her Majesty enters, or intends to enter, into a Construction Contract;
- 1.12** "Cost Plan" means the allocation of proposed costs among the various elements of the Project;
- 1.13** "Days" means continuous calendar days, including weekends and statutory public holidays;
- 1.14** "Departmental Representative" means the officer or employee of Her Majesty identified in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under this Contract;
- 1.15** "Deputy Minister" means the lawful deputy of the Minister or any person acting on behalf of the lawful deputy;
- 1.16** "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period one (1) year immediately preceding the date of this Contract;
- 1.17** "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.18** Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;
- 1.19** "Minister" includes a person acting for, or if the office is vacant, in place of, the Minister and the Minister's successors in the office. Minister also includes the Minister's lawful deputy and any of the Ministers or their representatives appointed for the purpose of this Contract;
- 1.20** "Payroll Cost" means the actual cost of any person employed by the Consultant or the Consultant's Sub-Consultants as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the Departmental Representative;
- 1.21** "Project Brief" means a document describing the requirements of the project and the services to be provided and may include general project information, scope of the work, site and design data, and Project Schedule;
- 1.22** "Project Schedule" means a time plan,

including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

- 1.23** "Service(s)" means the Consultant Services as set forth in this Contract;
- 1.24** "Specialist Consultant" means any Architect, Professional Engineer, or other specialist, other than the Consultant, engaged by Her Majesty directly or, at the specific request of Her Majesty, engaged by the Consultant for "Additional Services";
- 1.25** "Sub-Consultant" means any Architect, Professional Engineer, or other specialist engaged by the Consultant for the Services included in this Contract;
- 1.26** "Technical Documentation" includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

GC2 INTERPRETATIONS

- 2.1** Words importing the singular only also include the plural, and vice versa, where the context requires;
- 2.2** Headings or notes in this Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
- 2.3** "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to this Contract as a whole and not to any particular subdivision or part thereof.

GC3 SUCCESSORS AND ASSIGNS

- 3.1** This Contract shall inure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC4 ASSIGNMENT

- 4.1** This Contract shall not be assigned, in whole or in part, by the Consultant without the prior consent of the Minister.
- 4.2** An assignment of this Contract without such consent shall not relieve the

Consultant from any obligation under this Contract, or impose any liability upon Her Majesty.

GC5 INDEMNIFICATION

- 5.1** The Consultant shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to, any injury, infringement of any patent of invention or any other type of intellectual property, or damage arising from any negligent act or omission of the Consultant, the Consultant's servants or agents, or persons for whom the Consultant had assumed responsibility in the performance, or purported performance, of the Consultant's services under this Contract.
- 5.2** The Consultant's liability to indemnify or reimburse Her Majesty under this Contract shall not limit or prejudice Her Majesty from relying on the provisions of applicable provincial legislation.
- 5.3** Rights of Her Majesty: The Consultant's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC6 NOTICES

- 6.1** Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
- 6.1.1** served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
- 6.1.2** forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
- 6.1.3** forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 6.2** The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC7 SUSPENSION

- 7.1 The Departmental Representative may require the Consultant to suspend the Services being provided, or any part thereof, for a specified or unspecified period.
- 7.2 If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of this Contract, subject to any agreed adjustment of the time schedule.
- 7.3 If a period of suspension exceeds sixty (60) days or when taken together with other periods of suspension, the total exceeds ninety (90) days, and:
- 7.3.1 the Departmental Representative and the Consultant agree that the performance of the Services shall be continued, then the Consultant shall resume performance of the Services, subject to any terms and conditions agreed upon by the Departmental Representative and the Consultant, or
- 7.3.2 the Departmental Representative and the Consultant do not agree that the performance of the Services shall be continued, then this Contract shall be terminated by notice given by the Minister to the Consultant, in accordance with the terms of Clause GC8.
- 7.4 Suspension Costs related to this clause are as outlined in Clause TP7.

GC8 TERMINATION

- 8.1 The Minister may terminate this Contract at any time, and the fees paid to the Consultant shall be in accordance with the relevant provisions in Clause TP8.

GC9 TAKING THE SERVICES OUT OF THE CONSULTANT'S HANDS

- 9.1 The Minister may take all or any part of the Services out of the Consultant's hands and may employ reasonable means necessary to complete such Services in the event that:
- 9.1.1 the Consultant becomes bankrupt or insolvent, or a receiving order is made against the Consultant, or an assignment is made for the benefit of

the creditors, or if an order is made, or resolution passed, for the winding up of the Consultant's affairs or business, or if the Consultant takes the benefit of any statute relating to bankrupt or insolvent debtors, or

- 9.1.2 the Consultant fails to perform any of the Consultant's obligations under this Contract or, in the Minister's opinion, so fails to make progress as to endanger performance of this Contract, in accordance with its terms.
- 9.2 Before the Services or any part thereof are taken out of the Consultant's hands under Clause GC9.1.2, the Departmental Representative shall provide notice to the Consultant, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the Minister may, by notice, without limiting any other right or remedy, take all or any part of the Services out of the Consultant's hands.
- 9.3 If the Services or any part thereof have been taken out of the Consultant's hands, the Consultant shall be liable for, and upon demand pay to Her Majesty, an amount equal to all loss and damage suffered by Her Majesty by reason of the non-completion of the Services by the Consultant.
- 9.4 If the Consultant fails to pay on demand for the loss or damage as a result of Clause GC9.3, Her Majesty shall be entitled to deduct and withhold the same from any payments due and payable to the Consultant.
- 9.5 If the Services or any part thereof are taken out of the Consultant's hands as a result of Clauses GC9.1.2, and GC9.2, the amount referred to in Clause GC9.4 shall remain with the Department until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the Consultant shall be paid together with interest from the due date referred to in Clause TP2 and in accordance with the terms of this Contract.
- 9.6 The taking of the Services, or any part thereof, out of the Consultant's hands does not relieve or discharge the Consultant

from any obligation under this Contract, or imposed upon the Consultant by law, in respect to the Services or any part thereof that the Consultant has performed.

GC10 RECORDS TO BE KEPT BY THE CONSULTANT

- 10.1** The Consultant shall keep accurate time sheets and cost records and, if required for the purposes of this Contract, shall make these documents available at reasonable times to the Departmental Representative who may make copies and take extracts therefrom.
- 10.2** The Consultant shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the Departmental Representative with such information as the Minister may from time to time require with reference to the documents referred to in Clause GC10.1.
- 10.3** The Consultant shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the Services.

GC11 NATIONAL OR DEPARTMENTAL SECURITY

- 11.1** If Her Majesty is of the opinion that the Work is of a class or kind that involves National or Departmental security, the Consultant may be required:
- 11.1.1** to provide any information concerning persons employed for purposes of this Contract unless prohibited by law;
- 11.1.2** to remove any person from the Work and its site if that person cannot meet the prescribed security requirements; and
- 11.1.3** to retain the Work's Technical Documentation while in the Consultant's possession in a manner specified by the Departmental Representative.
- 11.2** If the Work is of a class or kind that involves National or Departmental security, the Consultant shall not issue, disclose, discard or use the Project Technical Documentation on another project without the written consent of Her Majesty.

GC12 COPYRIGHT AND REUSE OF DOCUMENTS

- 12.1** Without prejudice to any rights or privileges of Her Majesty, where any Services is, or has been, prepared or published by, or under the direction or control of, Her Majesty or any government department, the copyright in the Services shall, subject to any agreement with the author, belong to Her Majesty, and in such case shall continue for a period of fifty (50) years from the date of the first publication of the Work.
- 12.2** All plans, drawings, details, specifications, data, reports, other documents and information prepared by the Consultant pursuant to this Contract shall become the absolute property of Her Majesty upon the completion of the Services or as required and shall be delivered to the Departmental Representative.

GC13 CONFLICT OF INTEREST

- 13.1** The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Services, and should such an interest be acquired during the life of this Contract, the Consultant shall declare it immediately to the Departmental Representative.
- 13.2** The Consultant shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
- 13.3** The Consultant shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
- 13.4** No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Contract.

GC14 STATUS OF CONSULTANT

- 14.1** The Consultant is engaged under this Contract as an independent consultant for the sole purpose of providing Services.
- 14.2** Neither the Consultant nor any of the Consultant's employees shall be regarded as

employees or agents of Her Majesty.

- 14.3** The Consultant, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law in the jurisdiction where the Services are performed, including those required for Canada or Québec Pension Plans, Employment Insurance, Worker's Compensation, and Income Tax or any other applicable tax.

GC15 DECLARATION BY CONSULTANT

- 15.1** The Consultant declares that:
- 15.1.1** based on the information provided pertaining to the Services required under this Contract, the Consultant has been provided sufficient information by the Departmental Representative to enable the Services required under this Contract to proceed and is competent to perform the Services and has the necessary licences and qualifications including the knowledge, skill and ability to perform the Services;
 - 15.1.2** the quality of Services to be provided by the Consultant shall be consistent with generally accepted professional standards and principles.

GC16 INSURANCE

- 16.1** The Consultant shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and Missions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) days of execution of this Contract.
- 16.2** The policy shall be issued with a deductible amount of not more than \$2,500.
- 16.3** Unless otherwise directed in writing by the Departmental Representative, the policy required in GC16.1 shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.
- 16.4** The costs associated with any insurance coverage required under this Contract shall be part of the quoted Fixed Price.

GC17 RESOLUTION OF DISAGREEMENTS

- 17.1** In the event of a disagreement regarding any aspect of the Services or any instructions given under this Contract:
- 17.1.1** the Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Contract;
 - 17.1.2** the Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
 - 17.1.3** the Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the project representative of the Department and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior manager of the Department.
- 17.2** The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall be without prejudice to the Consultant in any disagreement.
- 17.3** If it was subsequently agreed or determined that the instructions given were in error or contrary to the Contract, Her Majesty shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided and which has been authorized by the Departmental Representative.
- 17.4** The fees mentioned in Clause GC17.3 shall be calculated in accordance with the Terms of Payment set out in this Contract.
- 17.5** If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written corporate decision and the Departmental Representative shall give notice of the corporate decision within 14 days of receiving the request, setting out the particulars of the response and any relevant clauses of the Contract.
- 17.6** Within fourteen (14) days of receipt of the

written corporate decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.

- 17.7 If the Consultant rejects the corporate decision, the Consultant, by notice may refer the disagreement to mediation.
- 17.8 If the disagreement is referred to mediation, the mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and the Department's mediation procedures shall be used unless the parties agree otherwise.
- 17.9 Negotiations conducted under this Contract, including those conducted during mediation, shall be without prejudice to either party.

GC18 MEMBERS OF CANADIAN HOUSE OF COMMONS

- 18.1 No Member of the Canadian House of Commons shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom.

GC19 AMENDMENTS

- 19.1 This Contract may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by both parties.

GC20 ENTIRE CONTRACT

- 20.1 This Contract constitutes the entire arrangement between the parties with respect to the subject matter of the Contract, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.

GC21 SUPPLEMENTARY CONDITIONS

- 21.1 Supplementary conditions, if required, shall be as described in Section "I" of this Contract.

GC22 PROJECT INFORMATION, DECISIONS, ACCEPTANCES AND APPROVALS

- 22.1 The Departmental Representative shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and

approvals relating to the Services provided by the Consultant.

- 22.2 No acceptance or approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of the professional or technical responsibility for the Services provided by the Consultant.

GC23 LOBBYIST CERTIFICATION - CONTINGENCY FEES

- 23.1 The Consultant certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 23.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 23.3 If the Consultant certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the Services out of the Consultant's hands in accordance with the provisions of the Contract or recover from the Consultant by way of reduction to the Fixed Price or otherwise the full amount of the Contingency Fee.
- 23.4 In this clause:
- 23.4.1 "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its term.
- 23.4.2 "Employee" means a person with whom the Consultant has an employer/employee relationship.
- 23.4.3 "Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as

the same may be amended from time to time.

GC24 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT PRACTICES

- 24.1** For the purpose of this General Condition, "person" includes the Consultant, the Consultant's Sub-Consultants and other firms forming the consultant team, and their respective employees, agents, licensees or invitees, and any other individual involved in the performance of the Services.
- 24.2** The Consultant shall not refuse to employ and will not discriminate in any manner against any person because:
- 24.2.1** of that person's race, national origin, colour, religion, age, sex or marital status,
- 24.2.2** of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
- 24.2.3** a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Consultant to comply with paragraphs GC24.2.1 and GC24.2.2 above.
- 24.3** Within four (4) days immediately following receipt of a written complaint pursuant to subclause GC24.2 above, the Consultant shall:
- 24.3.1** cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
- 24.3.2** forward a copy of the complaint to the Departmental Representative by registered mail.
- 24.4** Within twenty four (24) hours immediately following receipt of a direction from the Departmental Representative to do so, the Consultant shall cause to have removed from the Consultant team any person or persons whom the Departmental Representative believes to be in breach of the provisions of subclause GC24.2 above.
- 24.5** No later than thirty (30) days after receipt of the direction referred to in GC24.4 above, the Consultant shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 24.6** If a direction is issued pursuant to GC24.4

above, Her Majesty may withhold from monies that are due and payable to the Consultant an amount representing the sum of the costs and payment referred to in GC24.8 and GC24.9 below.

- 24.7** If the Consultant fails to proceed in accordance with GC24.6 above, the Departmental Representative shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by Her Majesty.
- 24.8** Her Majesty may make a payment directly to the complainant from monies that are due and payable to the Consultant upon receipt from the complainant of:
- 24.8.1** a written award issued pursuant to the federal Commercial Arbitration Act, R.S., 1985, c. C-34.6; or
- 24.8.2** a written award issued pursuant to the Canadian Human Rights Act, R.S., 1985, c. H-6; or
- 24.8.3** a written award issued pursuant to provincial or territorial human rights legislation; or
- 24.8.4** a judgment issued by a court of competent jurisdiction.
- 24.9** The Consultant shall be liable for and upon demand shall pay to Her Majesty the supplementary costs referred to in GC24.8. If the Consultant fails to make payment on demand, Her Majesty may deduct the same from any amount due and payable to the Consultant.
- 24.10** A payment made pursuant to GC24.8 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the terms of the Contract and may be deducted from any amount due and payable to the Consultant.
- 24.11** The Consultant shall ensure that the appropriate provisions of this Contract are included in all agreements and contractual arrangements entered into by the Consultant as a consequence of this Contract.

GC25 APPROPRIATION

- 25.1** In accordance with Section 40 of the Financial Administration Act, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment

hereunder would come in course of payment.

GC26 CONFIDENTIAL INFORMATION

26.1 Any information of a character confidential to the affairs of Her Majesty to which the Consultant, or any officer, servant or agent of the Consultant becomes privy as a result of the work to be performed under this contract, shall be treated as confidential, during as well as after the performance of the said services.

GC27 INCAPACITY TO CONTRACT WITH CANADIAN GOVERNMENT

27.1 The Consultant certifies that the Consultant, including the Consultant's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:

- 27.1.1** Section 121, Frauds upon the Government;
- 27.1.2** Section 124, Selling or Purchasing Office;
- 27.1.3** Section 418, Selling Defective Stores to Her Majesty; (Subsection 750(3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

GC28 INTERNATIONAL SANCTIONS

- 28.1** From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. The Consultant agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors.
- 28.2** The Consultant agrees that Canada relies on the Consultant's undertaking in subsection

(1) to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the provisions of the Contract relating to default by the Consultant, and therefore to recover damages from the Consultant, including procurement costs arising out of such a termination.

- 28.3** The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site: <http://www.international.gc.ca/sanctions/index.aspx>
- 28.4** Canada will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Consultant, but the Consultant agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Consultant waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Consultant's reliance on the text of a regulation as reproduced on the electronic bulletin board.
- 28.5** If the Contract is concluded prior to the imposition of a sanction as described in GC28.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.

GC29 STATUS AND REPLACEMENT OF PERSONNEL

- 29.1** If at any time during the period of the contract the Consultant is unable to provide the Services of any person who must perform the Services in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Consultant shall, as soon as possible, give notice to the Minister of:
- 29.1.1** the reason for the removal of the person from the Services;
 - 29.1.2** the name, qualifications and experience of the proposed replacement person; and
 - 29.1.3** proof that the person has the required security clearance granted by Canada, if applicable.
- 29.2** The Minister may order the removal from the Services of any such replacement person

and the Consultant shall immediately remove the person from the Services and shall, in accordance with subsection (1), secure a further replacement.

- 29.3** The fact that the Minister does not order the removal of a replacement person from the Services shall not relieve the Consultant from its responsibility to meet the requirements of the Contract.
- 29.4** If the Consultant intends to use any person in fulfillment of this contract who is or who is not an employee of the Consultant, the Consultant hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her Work in relation to the Services and, the Consultant has written per Mission from the person or (the employer of such a person) to propose the services of the person in relation to the Services to be performed in fulfillment of this contract.

GC30 NO BRIBE

- 30.1** The Consultant represents and covenants 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 to influencing the entry into the Contract or the administration of the Contract.

GC31 SOVEREIGN IMMUNITY

- 31.1** Notwithstanding any provision in this Contract, Her Majesty the Queen in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.

GC32 HEALTH AND SAFETY

- 32.1** *The Contractor shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.*
- 32.2** *The Contractor shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.*

SECTION "III" – TERMS OF PAYMENT

TP1 PAYMENTS TO THE CONSULTANT

- 1.1 The Consultant shall be entitled to receive progress payments at the stages identified in Clause TP2. Such payments shall be made not later than the due date, which shall be the thirty (30) days following receipt of a properly submitted invoice.
- 1.2 The Departmental Representative shall notify the Consultant within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than 30 days after receipt of the corrected invoice or the required information.
- 1.3 Upon completion of each stage identified in TP2, provided at least one progress payment has been made, the Consultant shall provide a Statutory Declaration evidencing that all the Consultant's financial obligations for services rendered to the Consultant or on the Consultant's account, in connection with this Contract, have been satisfied, before any further payment is made.
- 1.4 Upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, of an alleged non payment to the Sub-Consultant, the Departmental Representative may provide the Sub-Consultant with a copy of the latest approved progress payment made to the Consultant for the Services.
- 1.5 Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Consultant not later than thirty (30) days after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with Clause TP1.3.

TP2 PAYMENT STAGES

- 2.1 Monthly payments in respect of the Fixed Price – Base Contract - Master Plan - shall be made during the performance of the Services at the following phases, up to the amounts specified below:

Phase 1. Investigation and Analysis Report - Upon approval of the phase 1 final report, an amount up to twenty-five percent (25%) of the Fixed Price;

Phase 2. Vision sessions - Upon approval of the phase 2 final report, an amount up to twenty-five percent (25%) of the Fixed Price;

Phase 3. Demonstration plan - Upon approval of the phase 3 final report, an amount up to fifty percent (50%) of the Fixed Price; and

- 2.2 Payments in respect to Optional phase 1a and Optional phase 3a will be done on completion of each individual mandate as approved by the Departmental Representative.

TP3 DELAYED PAYMENT

- 3.1 Subject to Clause TP3.4 below, if Her Majesty delays in making a payment that is due in accordance with Clause TP1, the Consultant will be entitled to receive interest on the amount that is overdue for the period of time as defined in Clause TP3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in Clause TP1.1.
- 3.2 Except as provided for in Clause TP3.4, interest shall be paid on all amounts that are not paid by the due date or fifteen (15) days after the Consultant has delivered a Statutory Declaration in accordance with Clauses TP1.2 or TP1.3, whichever is the later.
- 3.3 The rate of interest shall be the Average Bank Rate plus three percent (3%) per year on any amount which is overdue pursuant to Clause TP3.1.
- 3.4 With respect to amounts which are less than fifteen (15) days overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) days unless the Consultant so demands after such amounts have become due.

TP4 CLAIMS AGAINST, AND OBLIGATIONS OF THE CONSULTANT

- 4.1 The Consultant shall discharge all lawful obligations, and shall satisfy all lawful claims against the Consultant, for services rendered to, or on behalf of, the Consultant in respect of the Contract, at least

- as often as the Contract requires Her Majesty to pay the Consultant.
- 4.2 Her Majesty may, in order to discharge lawful obligations of, and satisfy lawful claims against, the Consultant for services rendered to, or on behalf of, the Consultant in respect of the Contract, pay any amount that is due and payable to the Consultant pursuant to the Contract directly to the claimants against the Consultant.
- 4.3 A payment made pursuant to Clause TP4.2 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the Contract, and will be deducted from an amount payable to the Consultant under the Contract.
- 4.4 For the purposes of this clause a claim shall be considered lawful when it is so determined:
- 4.4.1 by a court of legal jurisdiction, or
 - 4.4.2 by an arbitrator duly appointed to arbitrate the said claim, or
 - 4.4.3 by a written notice delivered to the Departmental Representative and signed by the Consultant authorizing payment of the said claim or claims.
- TP5 NO PAYMENT FOR ERRORS AND OMISSIONS**
- 5.1 The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant has assumed responsibility in performing the Services.
- TP6 PAYMENT FOR CHANGES AND REVISIONS**
- 6.1 Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.
- 6.2 Notwithstanding clause TP6.1, Her Majesty accepts no liability for any additional Services done by the Consultant over and above that required to be done by this Contract, unless a specific amendment is issued authorizing the Consultant to do such additional Services. Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.
- TP7 SUSPENSION COSTS**
- 7.1 During a period of suspension of the Services, the Consultant shall minimize all costs and expenses relating to the Services that may occur during the suspension period.
- 7.2 Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement.
- 7.3 Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.
- TP8 TERMINATION COSTS**
- 8.1 In the event of termination of this Contract, Her Majesty shall pay, and the Consultant shall accept in full settlement, an amount based on these Terms of Payment, for Services satisfactorily performed, plus an amount to compensate the Consultant for reasonable costs and expenses, if any, that are related to the Services not performed and incurred after the date of termination.
- 8.2 Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses incurred plus any additional costs that the Consultant expects to incur after the date of termination, and for which the Consultant will request reimbursement.
- 8.3 Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred after the date of termination.
- TP9 DISBURSEMENTS**
- Disbursements by the Consultant described in SC 9.0.

APPENDIX “A” – STATEMENT OF WORK

The Consultant must perform the Services described herein, and unless otherwise indicated the Services are as follows:

1 OBJECTIVE

The Government of Canada, through the Department of Foreign Affairs, Trade and Development (DFATD), is seeking a Consultant to be called upon on for the development of a Master Plan for New Delhi, India.

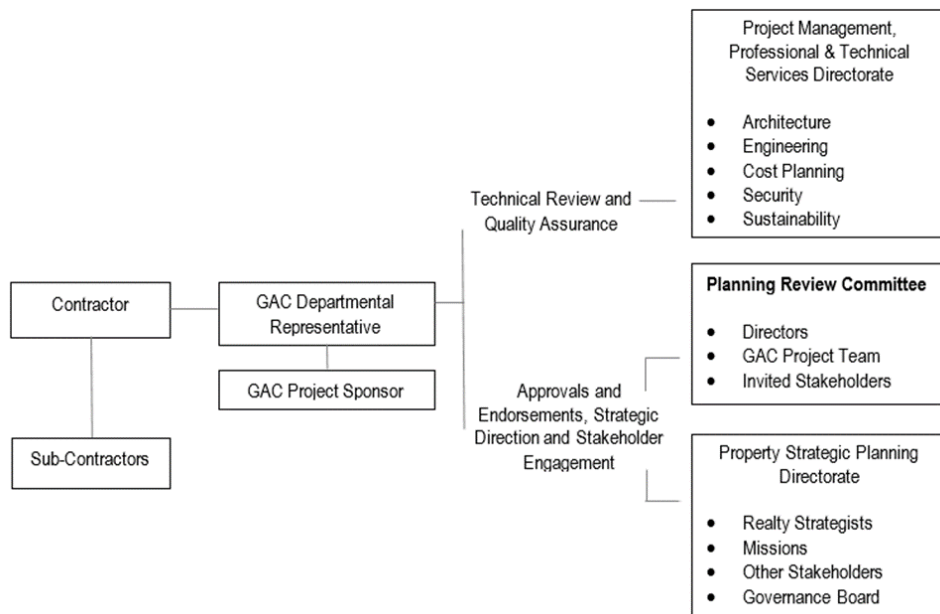
2 BACKGROUND

The Minister of DFATD has a responsibility to conduct Canada’s external affairs, including international trade and commerce and international development. To carry out the Minister’s responsibilities, DFATD operates an extensive network of diplomatic Missions outside Canada.

Within DFATD, the Property Strategic Planning directorate (ARD) is responsible for the custodianship, investment and protection of these properties and will be the key users of the Master Plan. Supporting ARD is the Project Management, Professional and Technical Services directorate (AWD). With its team of architects, engineers, as well as project management, IT, maintenance, security and sustainability specialists, among others, AWD will provide quality assurance reviews to ARD in the development of the Master Plan.

The DFATD project team, led by the DFATD Departmental Representative, will provide quality assurance, strategic and technical advice as required throughout the various stages of preparation of the Master Plan including advice on inherent risks and tracking compliance with project requirements. As shown below, the Consultant will co-ordinate all work and submissions from their sub-Consultants and liaise directly with DFATD’s Departmental Representative throughout all phases of the work.

Throughout the development of this mandate, the DFATD Departmental Representative will ensure timely coordination with two senior management committees including a DG Steering Committee and an ADM Governance Committee, which terms of reference will be shared during the kick-off meeting.



3 SCOPE OF WORK OF MASTER PLAN

The Consultant must provide a range of services as identified in this Statement of Work (SOW) for a **New Delhi Mission Long Term Strategic Vision and Development Plan**, herein called a “Master Plan” to include all assets located on two compounds in New Delhi, India. The Consultant must be eligible and willing to work with licensed Consultants in India.

DFATD requires the Consultant to be responsible for the provision of the following services as follows:

- a. **Basic Contract** - includes the provision of a Master Plan to establish a long-term investment and development plan by providing the Required Services as set out in Appendix B, adjusted as required to provide nuances to the specific activity identified. The Master Plan will be used to seek stakeholders’ support and investment funding for Canada’s Mission in New Delhi,
- b. **Optional Phase 1a** includes the provision of additional studies in support of the investigation and analysis, and
- c. **Optional Phase 3a** includes the provision of additional studies for the development of the demonstration plan.

4 SCOPE OF BASE CONTRACT - MASTER PLAN

The required deliverable must achieve the vision of this SOW by providing a forward-looking, ambitious, integrated and coherent portfolio Master Plan to guide medium to long-term investment. The Master Plan will be guided by the need to ensure that Canada’s High Commission in New Delhi provides a highly functional and innovative working environment while meeting the highest standards of health and safety for employees and visitors alike.

Developed through the lens of site capacity, the Master Plan should be a product of pragmatic creativity balancing functionality and site constraints and opportunities with design elements that will appeal to investors, stewards, environmentalists, employees, visitors and the host country alike. Therefore, a balance of the opposable, bold and creative ideas together with and affordable and practical solutions must be weaved into all required deliverables.

The Master Plan will incorporate a diverse environmental, social, cultural, economic and political considerations, including but not limited to, heritage, existing and future context, land use, government priorities, community amenities, accessibility, security, cultural and regional realities. The Master Plan will be developed in collaboration with DFATD’s Property Strategic and Planning Directorate (ARD) and Project Management, Professional and Technical Services Directorate (AWD) as well as the Mission in New Delhi, India. The Master Plan will provide graphically visual and clear documents, to facilitate open communication of the strategic vision and its implementation plan to various stakeholders as defined by DFATD. It is expected that the Master Plan will assess a range of potential guiding principles to address key drivers and future needs and propose a recommended approach that is aligned with the vision established for the Mission. The Master Plan will also make recommendations on the investment and development opportunities over the short, medium and long terms.

The Master Plan’s objectives are:

Sound Investment

- ✓ Ensure that the investment is in the long-term interests of Canada in terms of location, preservation of the value of our assets, and promotion of Canada’s diplomatic presence in the host country
- ✓ Develop a 20-year vision with a 5-10-15-20 years phasing plan or the best phasing structure based on proposed final demonstration plan

Compliance (Urban, Accessibility, Health and Safety, Security, Seismic and other code provisions)

- ✓ Ensure that the Master Plan meets all local and Canadian zoning and codes requirements
- ✓ Address critical infrastructure, security and seismic requirements
- ✓ Identify all compliance gaps and propose solutions

Functionality (Overall mandate, programs and life-cycle management)

- ✓ Assure the optimization of space for better organizational synergy
- ✓ Identify requirements for mid-life and rust-out refits and sequential order for implementation
- ✓ Adhere to Treasury Board Policy regarding the management of building life-cycle
- ✓ Update work and living spaces to current space standards and workflow processes
- ✓ Provide appropriate representational and cultural spaces
- ✓ Assess and provide flexible use of housing and recreational facilities located on compounds
- ✓ Ensure adequate storage and underground services

Flexibility

- ✓ Maximize flexibility for growth or reduction for each compound
- ✓ Develop the optimum allowable floor area ratio (FAR) for Chancery (CH), Official Residence (OR) and Staff Quarters (SQs)
- ✓ Assess and provide flexible use of representational and cultural spaces

Sustainable Development

- ✓ Create a low to nil energy footprint by implementing measures to reduce consumption of all utilities (water, gas, electricity)
- ✓ Integrate sustainability solutions in new site developments and life cycle management activities
- ✓ Implement opportunities to green overall operations
- ✓ Show case in-country best practices in sustainability and maximize local innovation, knowledge, and maintenance practices
- ✓ If possible and proven, demonstrate Canadian innovations in sustainability

Architectural and Heritage Integrity

- ✓ Create harmonious axial views and site organization
- ✓ Follow established building massing and spatial volumes
- ✓ Ensure optimal business and living conditions
- ✓ Respectful of the urban landscape and cultural and social fabric

Therefore, under the Base Contract, the Consultant will develop the Master Plan in three (3) phases:

4.1 Phase 1: Investigation and Analysis

First, the Consultant is to familiarize itself with the specifics of the site, on the basis of documentation provided by DFATD. This entails an understanding of the local context, an in-depth review and analysis of documentation provided by DFATD, and an analysis of Canada’s future needs for the property in order to assess gaps and opportunities based on a professional evaluation of the sites’ capacity. The purpose of this phase is for the Consultant to establish a strong foundation of knowledge prior to moving on with consultations and the development of the demonstration plan.

Specific tasks in Phase 1 include, but are not limited to:

- 4.1.1 meet with DFATD for the kick-off meeting to confirm the delivery strategy for Phase 1, confirm the anticipated site visits, review staff complement and timelines, confirm the number and frequency of meetings for this phase and receive DFATD’s documentation;
- 4.1.2 coordinate and attend regular meetings with DFATD’s Departmental Representative. Prepare and distribute minutes, records of decisions for all meetings and workshops, provide an information session in this stage of the project;
- 4.1.3 review and analyze DFATD documentation

- 4.1.4 discuss all outstanding questions on DFATD documentation and ensure in-depth understanding particularly of security concerns
- 4.1.5 analyse DFATD documentation and additional information;
- 4.1.6 undertake a site visit to New Delhi to meet with Departmental Representative’s team and Mission staff and relevant local authorities to develop an understanding of past and current development practices in the region and review any local requirements and objectives for Master Planning. Tasks included but not limited to the site visit are:
 - 4.1.6.1 getting familiar with the site plan and all buildings and infrastructure elements;
 - 4.1.6.2 identify and report on the local authority and hierarchy involved on ALL consultations and regulations applying to the property including but not limited to applicable zoning mechanisms, ground coverage and height restrictions, perimeter boundary requirements, historical protections on buildings and green spaces, etc.;
 - 4.1.6.3 summarize local construction practices and methodologies that are effective and efficient given the climate and the expertise of the local construction trades, and any gaps that are unusual in light of Canada’s methods and practices;
 - 4.1.6.4 review with local green building council sustainable building measures that are common and effective in the region and propose globally accepted and efficient sustainable building measures that would be applicable; and
 - 4.1.6.5 examine energy efficient measures that meet the minimal LEED silver or equivalent up to Net Zero certification rating and demonstrate sound investment analysis.
- 4.1.7 review with DFATD and Mission staff real-estate and construction market conditions, social, cultural and economic drivers and the sites’ capacity with a view to develop the vision for the development plan beyond a 20-year horizon;
- 4.1.8 analyze findings and historical development patterns, current priority issues, and requirements for additional data collection in order to establish the condition the sites as well as the longevity and integrity of their built infrastructure;
- 4.1.9 develop statements on the cultural significance of the OR and the chancery; and
- 4.1.10 prepare an investigation and analysis report.

4.2 Phase 2: Visioning and Planning

Having acquired a strong foundation of knowledge from the investigation and analysis of Phase 1, the Consultant will now undertake visioning activities for the short, medium and long-term horizons and consider viable demonstration options for the properties. The intent is for the Consultant to develop a comprehensive and integrated vision for the Mission through a selection of Master Plan Guiding Principles.

Specific tasks include but are not limited to:

- 4.3.1 elaborate a preliminary vision and associate principles in consultation with the Departmental Representative,
- 4.3.2 prepare the workshop strategy with clear identification of planned activities, their required inputs and expected outcomes;
- 4.3.3 lead workshops with DFATD with the overall goals to 1) present findings of the Investigation and Analysis Report, 2) validate the preliminary vision and guiding principles, 3) collect concerns, risks, and constraints as identified by the participants, and 4) seek to reconcile conflicting views;
- 4.3.4 prepare a Vision report; and
- 4.3.5 provide for 2 presentations to DFATD senior governance committees.

4.3. Phase 3: Demonstration Plan

Having presented findings and developed an integrated Vision for the Mission, the Consultant will undertake the development of the demonstration plan.

Specific tasks include but are not limited to:

- 4.3.1 Consolidate the information gathered through the first two phases;
- 4.3.2 Undertake a site visit to New Delhi to meet with Departmental Representative’s team and Mission staff and local authorities having jurisdiction to present the findings;
- 4.3.3 Plan and hold consultation sessions with the Departmental Representative, for the development of the following sections of the required report;
 - 4.3.2.1 Section – Analysis,
 - 4.3.2.2 Section – Long-term Vision, and
 - 4.3.2.3 Section – Planning and Design principles;
- 4.3.4 Present findings; and
- 4.3.5 Prepare the Long-Term Strategic Investment and Development Plan, New Delhi, India report.

5 SCOPE OF OPTIONAL PHASE 1A

In the event that presently unknown factors arise during the investigation that would require additional studies, the Consultant will advise the Department Representative, and upon the written agreement by the Departmental Representative, Phase 1a will be confirmed with a defined scope of work. Examples of additional studies could include building systems condition reports, property surveys, building and property evaluation, underground systems surveys, topographical and landscape plans, preparation of as-built drawings, and building code reports.

6 SCOPE OF OPTIONAL PHASE 3A

In the event that unknown factors identified during the Vision or at the start of the Demonstration Plan that would require additional studies, the Consultant will advise the Department Representative, and upon the written agreement by the Departmental Representative, Phase 3a will be confirmed with a defined scope of work, to be determined at a later date.

7 ANALYSIS OF MASTER PLAN REQUIREMENTS

7.1 The Consultant must:

- 7.1 in accordance with the terms and delivery times set out in the A&E Consultant Contract, review and integrate all the Project requirements;
- 7.2 identify and evaluate conflicts or problems;
- 7.3 provide alternative strategies to the Departmental Representative; and
- 7.4 present and receive approval from the Departmental Representative on the Project scope, delivery process, schedule and cost estimate required to deliver a cohesive quality result.

8 MASTER PLAN MANAGEMENT PLAN

The Consultant must at contract award and prior to each new phase, present to the Departmental Representative his organization structure and specify roles for ensuring cost control, schedule and quality

9 PHASE 1 - DELIVERABLES

The three phases require different set of deliverables, as each report will build upon the knowledge acquired.

The Consultant must respect the following:

- 9.1 The language - all presentations and reports and the copyright of the reports is to rest with Her Majesty the Queen in Right of Canada.
- 9.2 Minutes of meetings/Records of Decisions – Submit electronic copies of the minutes and associated material, in Word, PowerPoint formats, or Adobe Acrobat “PDF” version.
- 9.3 Draft presentations and draft reports – Submit electronic copies of the draft preparations and reports, in Word or PowerPoint formats, Adobe Acrobat “PDF” version, inclusive of all information and signatures in the bound copies.
- 9.4 Final presentations and final reports - Submit five (5) copies of the final preparations and reports, as well as one electronic version (in Word or PowerPoint formats, Adobe Acrobat “PDF” version, inclusive of all information and signatures in the bound copies).
- 9.5 **Phase 1 – Phase 1 - Investigation and Analysis:**
 - 9.5.1 If and as required, submit a checklist of sub-consulting investigations required to fill the gaps

- of missing data and propose additional studies in support of the investigation plan;
- 9.5.2 confirm Consultants’ team members and their tasks, timelines and proposed schedule for on-site visit;
- 9.5.3 upon approval by Departmental Representative, coordinate meetings with local authorities;
- 9.5.4 confirm the proposed table of contents for the report that will include;
- In the investigation section:
 - an Executive Summary,
 - a report on all findings, and
 - photos, 3D modeling, massing sketches and related material that have potential impact on the development of the sites.
 - In the analysis section,
 - an approach for the development of criteria for the subsequent development of the Vision,
 - an approach for the development of criteria for the subsequent development of the Investment Plan
 - an approach for the development of criteria for the subsequent development of the Demonstration Plan,
 - an approach to local authorities
 - anticipate the development of portfolio options to include: consolidating, sustainably replenishing or providing new building stock and infrastructures to meet the guiding principles and objectives of the Master Plan.
 - In the Next Steps Section,
 - a project delivery plan for the Vision Sessions and Demonstration Plan of the Work, to include: methodology for managing the Work; required staff and sub-consults required to implement the Work; project schedule with milestones and timelines to be used as a bench mark for tracking progress through the subsequent phases of Work; and
 - a risk assessment plan.
- 9.5.5 prepare and submit draft investigation and analysis report on findings for Departmental review; and
- 9.5.6 integrate collected comments from the draft report and submit final report

9.6 Phase 2 - Vision Sessions

- 9.6.1 For each visioning session, submit a draft facilitation strategy, collect comments and suggestions and provide the final strategy for approval by the Departmental Representative;
- 9.6.2 submit minutes, records of discussions and agreed upon approach from workshops for review and approval by the Departmental Representative;
- 9.6.3 The Crown will host the Contractor in Ottawa five (5) different sessions as follows:
 - senior management – 10 participants – max of 2 hours,
 - senior management - 10 participants – max of 2 hours,
 - managers – max 20 participants – max of 3 hours,
 - specialists - 10 participants – max of 2 hours, and
 - additional session - 10 participants – max of 2 hours,
- 9.6.4 based on the outcome of the workshops, prepare and submit a revised Vision and Guiding Principles for endorsement by the Departmental Representative;
- 9.6.5 if and as required, submit a checklist of sub-consulting investigations required to fill the gaps of missing data and propose additional studies in support of the Demonstration Plan;
- 9.6.6 propose and obtain approval on the report’s table of contents with the Departmental Representative;
- 9.6.7 prepare and submit a draft report for Departmental review;
- 9.6.8 prepare and submit a draft presentation for senior management meetings;
- 9.6.9 host in Ottawa two (2) different sessions on findings as follows:

- senior management – 10 participants – max of 2 hours,
 - senior management - 10 participants – max of 2 hours, and
- 9.6.10 integrate collected comments from the draft report and submit the final report.

9.7 Phase 3 - Demonstration Plan

- 9.7.1 propose a schedule of consultations with the Departmental Representative;
- 9.7.2 confirm Consultants’ team members and their tasks, timelines and proposed schedule for on-site visit;
- 9.7.3 upon approval by the Departmental Representative, coordinate meetings with local authorities;
- 9.7.4 confirm the proposed table of contents for the report to include:
- **Title** - Long-Term Strategic Investment and Development Plan, New Delhi, India
 - **Executive summary**
 - Introduction
 - Context
 - Vision and guiding principles
 - Development plan
 - **Current state**
 - Portfolio
 - History and Cultural significance
 - Architecture
 - Urban planning
 - Main Compound condition
 - Building Systems and Structure
 - Maintenance and operations
 - Underground and surface services
 - Access
 - OR Compound Condition
 - Building Systems and Structure
 - Maintenance and operations
 - Underground and surface services
 - Access
 - Functional program
 - Office accommodation
 - Representational/Cultural space
 - Recreational space
 - Official Residence
 - Staff quarters
 - Sustainable development
 - Security (physical security, seismic)
 - Green Space
 - **Analysis**
 - Major issues
 - Site capacity and development potential
 - **Long term vision**
 - **Planning and design principles**
 - Urban design
 - Architectural composition
 - Massing
 - Open space

- Circulation
 - Vehicular
 - Pedestrian
 - Access, visitor reception and screening
 - Material handling
 - Parking
 - Green Space
 - Sustainable development
 - Office accommodation
 - Representational/Cultural space
 - Official residence
 - Staff Quarters
 - **Demonstration Plan**
 - Strategic Phasing plan (including rough-order-magnitude costing for each phase)
 - Major risks and issues
 - Implementation and investment plan
- 9.7.5 prepare and submit draft report for Departmental review;
- 9.7.6 prepare and submit draft presentation for senior management meetings;
- 9.7.7 host in Ottawa two (2) different sessions on findings as follows:
- senior management – 10 participants – max of 2 hours,
 - senior management - 10 participants – max of 2 hours, and
- 9.7.8 integrate collected comments from the draft report and submit the final report.

10 OPTIONAL PHASE 1A – DELIVERABLES - ADDITIONAL STUDIES FOR INVESTIGATION

The Consultant must be reimbursed on an hourly basis for the following:

- 10.1 Attend meetings, either in person or by videoconference.
- 10.2 Provide information via e-mails.
- 10.3 Phase 1a will start upon approval by the Departmental Representative that additional studies are warranted, within 4 to 6 weeks from contract award with a draft report due prior to the start of the Vision sessions and a final report within 2 weeks of comments received from the Departmental Representative; and
- 10.4 DFATD requires two (2) copies of the final reports, as well as one electronic version (in Word or PowerPoint formats, Adobe Acrobat “PDF” version, inclusive of all information and signatures in the bound copies). AutoCad versions could be submitted through Canada’s database site.

SO11 OPTIONAL PHASE 3A – DELIVERABLES - ADDITIONAL STUDIES FOR DEMONSTRATION PLAN

The Consultant must be reimbursed on an hourly basis for the following:

- 11.1 Attend meeting, either in person or by videoconference.
- 11.2 Provide information via e-mails.
- 11.3 Phase 3a will start after the completion of the draft Vision, within 10 to 25 weeks from contract award with a draft report and a final report due at dates to be agreed by all parties.
- 11.4 DFATD requires two (2) copies of the final reports, as well as one electronic version (in Word or PowerPoint formats, Adobe Acrobat “PDF” version, inclusive of all information and signatures in the bound copies). AutoCad versions could be submitted through Canada’s database site.

SO12 TIME SCHEDULE

The Consultant must:

- 12.1 submit to the Departmental Representative, for approval, a time schedule for the Services to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the Departmental Representative;
- 12.2 adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for, such changes, and obtain the approval of the Departmental Representative;
- 12.3 where an increase in time to the approved time schedule for the performance of the Services is required, and such increase is due to the negligence or default of the Consultant, such an increase must be without prejudice to any rights or remedies of Her Majesty; and
- 12.4 The final deliverable of a complete Master Plan is expected within a period of **12 months from contract award**. The distribution is as follows:
 - 12.4.1 **Phase 1 – Investigation and Analysis Report** - The kick-off meeting will be held within two weeks of the contract award and the draft report is anticipated within three months of this first meeting
 - 12.4.2 **Phase 2 – Vision Sessions** – The workshops are anticipated within 2 months of the submission of the phase 1 and the draft report for phase 2 including the vision guidelines within three months of the workshop; and
 - 12.4.3 **Phase 3 - Demonstration Plan** – A period of six months is anticipated for the completion of this phase with the first submission of the draft report within 11 months from the award of the contract.

SO13 CHANGE IN SERVICES

The Consultant must:

- 13.1 make changes in the Services to be provided for the Project when requested in writing by the Departmental Representative; and
- 13.2 prior to commencing such changes, advise the Departmental Representative of any effects of the changes on the Construction Cost Estimate, Consultant fees, time schedule, and other matters concerning the Project.

SO14 CODES, BY-LAWS, LICENCES, PERMITS

The Consultant must:

- 14.1 observe and comply with all applicable statutes, codes, regulations and by-laws to enable the required consents, approvals, licences and permits necessary to support the Master Plan full implementation;
- 14.2 obtain from local and state authorities all consents, approvals, licences, permits and any other authorizations for the Project to be completed;
- 14.3 ensure all Services performed by the A&E team complies with applicable laws, regulations, codes, and the most recent versions of the National Building Code of Canada. In the event of core requirement differences, the more stringent code requirements will apply; and
- 14.4 For the optional Phase 1a and the optional Phase 3a, the Consultant must where necessary, review the master plan’s scope and objectives with those public authorities having jurisdiction in order that the consents, approvals, licenses and permits required to support the Master Plan full implementation are understood and complied with.

SO15 PROVISION OF STAFF

15.1 The Consultant must, on request, submit to the Departmental Representative for approval, the names, addresses, qualifications and experience and proposed roles of all persons, including principals, to be employed by the Consultant to provide the Services for the Project and any proposed changes must be submitted to the Departmental Representative for approval.

SO16 COST CONTROL

16.1 The Consultant must ensure that, at all stages of Project delivery, the Cost Estimate must all not exceed the contract value.

16.2 The Consultant must ensure that the costs for the fixed contract and the optional phases are monitored to ensure that they remain consistent with the project Budget at all stages of Project delivery; and

16.2 The Consultant must notify the Departmental Representative if the Consultant considers that the Cost Estimate at 75% will exceed the Budget. The Consultant must (if requested by the Departmental Representative and at no additional cost to Canada) make changes or revisions to the Development plan as required to bring the Cost Estimate within the Budget, if the excess is due to factors under the control of the Consultant. If the excess is due to factors that are not under the control of the Consultant, the Departmental Representative may request changes or revisions. Such changes or revisions must be undertaken by the Consultant, at Canada's expense, and the cost involved shall become an amount to be mutually agreed prior to performance of the additional services

APPENDIX “B” – DESCRIPTION OF PROJECT**DP.1 CLIENT / INTENDED USER**

Her Majesty the Queen in Right of Canada, as represented by Department of Foreign Affairs, Trade and Development Canada (DFATD) is the client.

DP.2 GEOPOLITICAL CONTEXT

The Consultant must refer to the Master Plan New Delhi Brief to familiarize themselves with the significance of the bi-lateral relationship between Canada and India in order to ensure that the Master Plan is a means to reflect its importance.

DP.3 PORTFOLIO CONTEXT

The Consultant must refer to the Master Plan New Delhi Brief to familiarize themselves with the portfolio summary description, the gaps and opportunities, all of which will provide a foundation for an understanding of the Required Services in order to quickly start and facilitate their implementation.

DP.4 PROFESSIONAL SERVICES REQUIRED

- 4.1 The Consultant is required to deliver the professional services required (see Appendix “A” Statement of Work).
- 4.2 All documentation and communication will be produced in the language as determined under SC3 and, where required by the Departmental Representative, in order to optimize approvals, delivery and implementation, will be translated into Hindi. Arranging and paying for translation is the responsibility of the Consultant.
- 4.3 The Required Services include informed advice in the fields of:
 - a. Team Lead – either a senior Architect, senior Urban planner or senior Landscape architect
 - b. Architect – senior and junior
 - c. Heritage Architect – senior
 - d. Landscape Architect - senior and junior
 - e. Sustainable Development Architect – senior and junior
 - f. 3D Technician – senior
 - g. Engineering – Civil - senior and junior
 - h. Engineering – Structural - senior and junior
 - i. Engineering – Mechanical - senior and junior
 - j. Engineering – Electrical - senior and junior
 - k. Engineering – Environmental - senior and junior
 - l. Local Quantity surveying – senior and junior
 - m. Local Real Estate Advisor - senior and junior
 - n. Local Legal Advisor – senior and junior
 - o. Administrative support - senior and junior

DFATD acknowledges that the delivery timelines of the provided scope of work is somewhat aggressive for the required level of information. The Consultant should appreciate that their deliverable report will directly support a presentation to Treasury Board to seek the required level of investment to fund the long-term development plan for Canada’s Mission in New Delhi.

The Consultant must therefore plan for the required workforce to meet these timelines with the expectation that there will not be room for approved delays by the client.

DP.5 ADMINISTRATION

The following administrative requirements apply during all phases of project delivery and will be or applicable to the contract.

5.1 Coordination with DFATD

The Project Director assigned to the project is the Departmental Representative. The Project Director will designate project Managers. Project Managers are directly concerned with the project and responsible for its progress. The Project Managers are the liaison between the Consultant and DFATD.

Unless directed otherwise by the Departmental Representative, the Consultant must meet all Federal requirements and obtain all approvals necessary for the work.

The Consultant must:

1. Carry out services in accordance with approved documents and directions given by the Project Manager.
2. Ensure all communications carry the DFATD's Project Title, Project Number and File Number.
3. Advise the Project Manager of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. Detail the extent and reasons for the changes and obtain written approval before proceeding.

5.2 Coordination with Sub-Consultants

The Consultant must throughout all Phases of the Project, coordinate and assume responsibility for the timely delivery of all services of all and any Sub-Consultants and specialists retained by the Consultant.

The Consultant must:

- (a) notify the Departmental Representative of any other sub-Consultants with whom the Consultant intends to enter into agreements for part of the Services and, on request, provide details of the terms, and Services to be performed under the said agreements and the qualifications and names of the personnel of the Sub-Consultants proposed to be employed;
- (b) include in any agreements entered into with sub-Consultants such provisions of this Contact as they apply to the Sub-Consultants' responsibilities; and
- (c) upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, inform the Sub-Consultant of the Consultant's obligations to the Sub-Consultant under this Request for Proposal.

The Departmental Representative may object to any Sub-Consultant within six (6) days of receipt of notification and, on notification of such objection, the Consultant must not enter into the intended agreement with the Sub-Consultant.

Neither an agreement with a Sub-Consultant nor the Departmental Representative's consent to such an agreement by the Consultant must be construed as relieving the Consultant from any obligation under this Request for Proposal, or as imposing any liability upon Canada.

5.3 Lines of Communication

The Consultant must correspond only with the Departmental Representative. The Consultant must not communicate with client departments unless so authorized in writing by the Departmental Representative.

5.4 Media

The Consultant must not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Project Manager.

5.5 Meetings

The Consultant will attend all meetings at the request of the Departmental Representative. These meetings will include all meetings with DFATD representatives and Consultants.

Exclusive of the specific meeting requirement for visits, hosting the Vision sessions, and hosting senior management presentations, the Consultant will plan for a minimum of one weekly meeting during the full scope of the project. These meetings will be held in Ottawa, Canada, either in person or using videoconference or teleconference capabilities. Unless otherwise stated and/or approved by the Project manager, travel is not authorized to attend the weekly meetings.

5.6 Project Response Time

The Consultant must be personally available to attend meetings and respond to inquiries within seven (7) business days of a request, from the date of the award of the Consultant contract until delivery of the final documents or files.

The Consultant must pre-arrange dates and times for a site visit at least one (1) month in advance and **must** follow the following procedures:

- Requests for visits will be made with the Departmental Representative. A jointly coordinated visit will be made with the DFATD Property manager on site. All visits may be interrupted or re-scheduled if there are unforeseen activities occurring at the chancery.
- A security clearance will not be required as the client will handle site access escorting.
- the Consultant will be required to conduct site related work Monday to Friday between the established working hours provided the Departmental Representative.

5.7 Standard of Care

In performing the services, the Consultant must provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of the services at the time when and the location in which the Services are provided.

5.8 Project Information, Decisions, Acceptances, Approvals

The Departmental Representative must provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Consultant.

No acceptance or approval by the Departmental Representative, whether expressed or implied, must be deemed to relieve the Consultant of the professional or technical responsibility for the Services provided by the Consultant.

5.9 Changes in Services

The Consultant must:

- (a) make changes to the Services to be provided for the Project, including changes which may increase or decrease the original scope of Services, when requested in writing by the Departmental Representative; and
- (b) prior to commencing such changes, advise the Departmental Representative of any known and anticipated effects of the changes on the Construction Cost Estimate, Consultant fees, Project Schedule, and other matters concerning the Project.

5.10 DFATD Support

DFATD will coordinate and provide the following in support of the Vision and Senior Management sessions: 1) meetings set-up, 2) provision of conference rooms or internet conference rooms, 3) distribution of meeting materials, and 4) hard copies.

5.11 Documentation

The following policies and standards are applicable to the development of the Master Plan and will either be provided by DFATD or referenced during Phase 1 of the Work. They include but are not limited to:

- a) The *Canada Labour Code*, part 2, R.S.C. 1985, c. L-2 (not provided), applies to DFATD’s operations and construction.
- b) Sustainable Development Implementation Strategy and Targets (provided by DFATD);
- c) Physical Security Standard (provided by DFATD);
- d) Heritage Policy (provided by DFATD);
- e) Accommodation Policies and Standards (provided by DFATD);
- f) Governance and Investment Process (provided by DFATD); and
- g) National Building Code of Canada (not provided).

For the kick-off meeting, DFATD will provide via, cloud based document sharing website, related project information to include: terms of reference of governance committees, past Master Plan studies, portfolio physical data, accommodation, functional and operational requirements, building condition reports, property surveys, building and property evaluation, underground systems surveys, topographical and landscape plans, heritage assessment, building code reports, health and safety, security, seismic, facility management, environmental, sustainable, financial historical reports, and various technical documents, drawings and photos. In addition, DFATD will provide a review of Canada’s historical presence in the country and on the site, the Mission mandate, resident clients, past evolving accommodation requirements and a summary of portfolio’s gaps. It is understood that other information such as DFATD’s implementation process will be shared and discussed through the specifics of the portfolio under study.

Appendix C - Master Plan New Delhi Brief

1. Geopolitical Context – Canada-India Bilateral Relations

Canada and India established diplomatic relations in 1947 and have a longstanding and deeply-rooted bilateral relationship built upon shared traditions of democracy, pluralism, expanding economic engagement and strong interpersonal connections. Canada is home to one of the largest South Asian communities abroad per capita with approximately 5.6% of Canadians being of Indian heritage.

The deep cultural and political ties between Canada and India are strengthened by a growing network of official dialogues, agreements, memoranda of understanding and working groups. Dialogues at the ministerial level focus on foreign policy, trade and investment, finance, energy, science, technology and innovation, education and skills development, agriculture, defence and security, culture and people-to-people ties. In recent years, both countries have been working to enhance bilateral cooperation in a number of areas of mutual importance. High-level visits and exchanges have emphasized the commitment of the two countries to the ongoing diversification and growth of their strategic partnership.

In India, Canada is represented by the High Commission of Canada in New Delhi. New Delhi is a large Category 1 mission with a broad mandate and complex operating environment. It is responsible for Canadian interests in India, Nepal and Bhutan. A full range of partners and co-locators are resident at the mission. In 2019, with 75 Canada-Based Employees (CBS) and 307 Locally-Engaged staff (LES), the High Commission in New Delhi was and remains Global Affairs Canada’s (GAC and also known as “DFATD”) largest mission. Four (4) GAC Programs, six (6) Partner Departments, and three (3) Provincial Co-locators are hosted at the mission along with a Common Services Office (CSDP) with 3 CBS and 15 LES that serves 22 client missions in South and South-East Asia. Canada also has Consulates General in Bengaluru, Chandigarh and Mumbai, as well as Trade Offices in Ahmedabad, Chennai, Hyderabad and Kolkata. Immigration, Refugees and Citizenship Canada (IRCC) has a significant presence in India; the High Commission in New Delhi is in fact home to Canada’s largest visa office abroad, reflecting the fact that India is the top source country for permanent residence, temporary residence, student visa and temporary worker applications. Steady program growth is anticipated going forward.

Canada and India collaborate closely in international fora, particularly through the United Nations, the Commonwealth and the G20. Canada and India share a common commitment to peace and security both in the region and around the world. Defence ties and security cooperation continue to be strengthened in areas related to Mutual Legal Assistance and counter-terrorism. To develop effective responses to today’s most pressing global challenges, Canada and India also work closely in other multilateral fora, such as the International Civil Aviation Organization, Pacific Alliance, UNESCO and the WTO, and through development agencies like the World Bank and the Asian Development Bank.

A priority market for Canada and one of the world’s largest and growing economies, India is Canada’s 9th largest export market and 10th largest trading partner overall. In 2018 and 2019, two-way trade in goods between India and Canada hit record numbers, exceeding \$10 billion while trade in services reached \$2.5 billion. Canada has in fact doubled its exports to India in the past 10 years. Priority sectors include conventional and nuclear energy as well as clean and renewable energy technology; urban and transportation infrastructure; education and skills training; commercial research and development to drive innovation; and increased exports of food products and fertilizers to support India’s food security needs. Investment inflows from Canada have also grown during this same period, reaching \$45 billion, compared to \$4.5 billion in 2014. Increasing two-way trade and investment and strengthening market access remain priorities for Canada’s bilateral engagement with India.

Canada and India have undertaken bilateral negotiations toward both a Comprehensive Economic Partnership Agreement and a Foreign Investment Promotion and Protection Agreement (FIPA). These agreements would complement an advanced suite of bilateral agreements and MOUs with India that cover nuclear cooperation, double taxation, science and technology, agriculture, civil aviation, energy, rail and road

transportation, education, and information and communication technologies. They will also allow Canada and India to take this rapidly growing and complementary economic relationship to the next level by enhancing cooperation in trade and investment and providing a new framework for pragmatic and mutually-beneficial relations.

Education is a key area of collaboration between India and Canada. In 2018, India was the largest source of international students for Canada’s universities, colleges and schools. A significant number of agreements and MOUs have been signed in recent years between Canadian and Indian academic and public sector institutions to strengthen cooperation in areas related to public service, education, health, mines and mineral resources among others. In the education field alone, there are approximately 300 MOUs between institutions of higher learning in Canada and India. Tourism is also expanding rapidly with double-digit growth year over year and more than 300,00 Indian visitors in 2019.

Canada’s aid program to India, the second most populous nation in the world, began in 1951 and grew substantially thereafter. Canada provided food aid, project financing and technical assistance to India. In the past five decades, India has been one of the largest recipients of Canadian bilateral aid. After 55 years of bilateral programming in India totaling \$2.39 billion, Canada’s bilateral development assistance program came to an end in 2006, following a change in Indian government policy regarding aid. However, Global Affairs Canada continues to provide development assistance to India, through Indian and Canadian Non-Governmental Organizations, and through multilateral mechanisms such as the World Bank and the Asian Development Bank. Key sectors supported in India by GAC through multilateral funding include sustainable economic development, treatment of infectious diseases and nutrition.

IDRC, the International Development Research Centre, also continues to have an active presence in India with projects focusing on the links between climate change and migration; the reduction of violence against vulnerable populations; women’s rights, security and access to justice; economic opportunities for Indian workers, especially women; and improving food security.

Canada’s relationship with India has at times been challenged by events and issues that have shaped their bilateral engagement over the years. In spite of their differences, successive governments in Canada and India have recognized the vital importance of this relationship and committed to developing their strategic partnership to its full potential. Together they continue to seek ways to deepen and broaden bilateral relations, especially in the economic arena, to build on the momentum fostered by high-level political dialogue and to further expand the warm and vibrant people-to-people ties.

2. Programs

The mission operates with a strength of 382 employees, including the Common Services Office. The Chancery (CH) is fully utilized and already in 2005, was deemed to be at threshold. Any further increase in density could only be realized by moving to current Government of Canada office accommodation standards with a reduction of the footprint of each workstation.

Growth pressure has been steady over the past several years, particularly within the IRCC program. Immigration, Refugees and Citizenship Canada (IRCC) represents a total program strength of 219 personnel (34 CBS, 124 LES and 61 other staff, including students, contractors, short-term or emergency deployments, and staff assistance visits). As the program grew, the space dedicated to the IRCC program was below minimum accommodation standards, did not provide sufficient access to fresh air and was lacking physical file storage. In order to meet these pressing demands, project B-DELHI-116 was approved to reconfigure the space through the implementation of Workplace 2.0 standards for 205 workstations, provide an appropriate suite of furniture and make the required adjustments to the building systems for health and safety. This project is presently ongoing.

3. Satellites

Over the years, satellite missions (Consulates General and Trade Offices) have been established to provide services geographically closer to clients and visitors and to support an increased volume of activities between Canada and India.

The long-term vision of these satellites is **excluded** from the present scope of Master Planning work.

The list of satellites with their locations, staff complements and main mandate is provided to give a more complete portrait of Canada’s diplomatic presence in India and the importance of this bilateral relationship. The satellite missions are as follows:

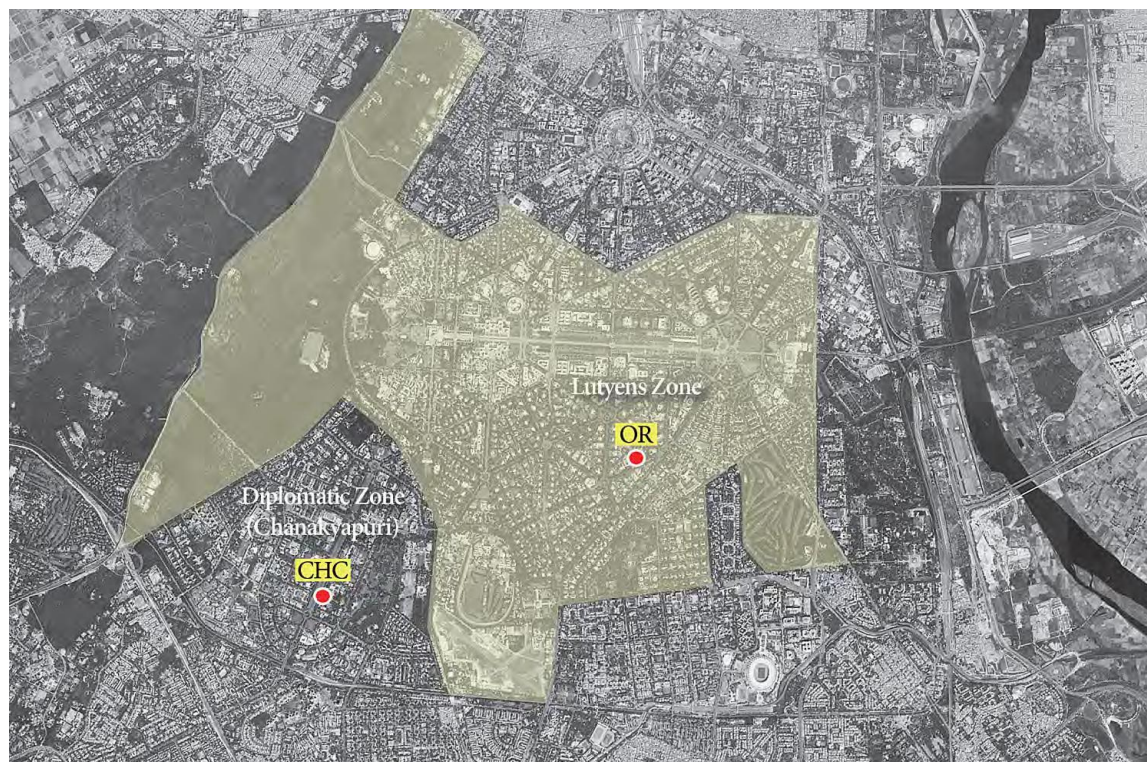
The satellites are:

- Ahmedabad - The Trade Office of Canada, located in the Marriott Hotel, opened in 2009 and accommodates 2 LES. The security is provided by the Hotel. Mumbai oversees the activities and controls the budget for this Office. There are no plans to move from the current premises at this point in time.
- Bengaluru (Bangalore) - Consulate General, opened in 2019 in the World Trade Centre Office. The building is full. This mission functions independently from Delhi. There is no plan to move.
 - There have been some issues related to IRCC pressures and some discussions of reconfiguration;
 - The new office space has been designed according to Workplace 2.0 standards in order to accommodate 11 CBS and 30.5 LES;
 - The past fire alarm issue has been resolved.
- Chandigarh - Consulate General in the Elante Mall complex - a mixed use retail/office development.
 - Mission accommodates the Immigration, Trade, Management and Consular programs, as well as the Canada Border Services Agency and the Province of British Columbia. It houses 5 CBS and 29 LES;
 - This is the most significant satellite with a migration program focus on Northern India; it is not in a position to accept additional resources.
- Chennai – The Trade Office is located in the Park Hyatt Hotel and accommodates 2 LES. It is a satellite to Bangalore that provides management and administrative support. There are no accommodation issues.
- Hyderabad - The Trade Office of Canada is located in the ITC Kakatiya Hotel and houses 2 LES. There are no accommodation issues.
- Kolkata (formerly Calcutta) - The Trade Office of Canada houses 2 LES and is located in the Kenilworth Hotel. There are no accommodation issues.
- Mumbai (formerly Bombay) - A principal Consulate General mission in India. Works independently from Delhi but reports to the High Commissioner on program mandate. The mission moved in 2012 to the India Bulls development in the Parel area.
 - Accommodates Trade, FPDS, Management and Consular programs, EDC, Quebec. Houses 8 CBS and 29.5 LES;
 - Ongoing ARD initiative to assess a potential relocation in Mumbai because the building in which the Consulate General is currently housed is crowded and has a number of issues. The most important concern is the location of the building which is in the center of a very congested city and poses challenging access concerns.

4. Portfolio Context

The New Delhi High Commission has two compounds to house its programs. A Master Plan was first initiated in 2008 to address issues of urban compliance, building condition, infrastructure, highest and best use of the Chancery compound and sustainable performance criteria in the context of the mission country strategy. Subsequent investigations and analyses fell short of providing the required level of detail to meet expectations from all stakeholders.

A location map showing the two compounds is included here:



5. Main Compound

The main compound is located at 7/8 Shantipath on Block 50-F, Chanakyapuri, New Delhi, India, within a designated diplomatic zone. The 4.75 hectare property was acquired by Canada in 1958 through a perpetual (deemed Crown-owned) ground lease. The property has undergone a series of developments over the years and includes the High Commission’s Chancery building (CH), power plant, 30 staff quarters (SQs), utility buildings, recreational complex, guardhouses and established green space.

The densification of the adjacent residential neighbourhoods, combined with the physical constraints of the municipal infrastructure, are adversely impacting the supply of water and power and taxing the sewer system. The supply of water and power by the municipality is both limited and relatively costly. Any increased demand could restrict further development.

The mission does not have the facilities of a typical Category 1 mission to meet client needs in the 21st century. There is no representational or cultural space inside the Chancery and the office space configuration does not comply with current Government of Canada space standards.

Issues of urban non-compliance in 2007 delayed the issuance of the occupancy and completion certificate for the construction of the SQ Block C. These were resolved through the removal of roof covers over a part of the recreational area. To meet municipal standards regarding “maximum permissible ground coverage”, the

more recent installation of solar panel arrays was only done after the demolition of existing domestic staff quarters in 2012.

Following a lengthy and challenging process conducted by Mission management, all past compound compliance issues raised by the New Delhi Municipal Council (NDMC) have been resolved. There are no longer any barriers preventing the High Commission to proceed with future building projects on the main compound.

PERMISSIBLES AS PER NDMC BY-LAWS

	ITEMS	STANDARDS
1	TOTAL PLOT AREA	47991.71 SQ. MTS
2	MAXIMUM PERMISSIBLE GROUND COVERAGE	25% i.e. 11997.93 m ²
3	MAXIMUM PERMISSIBLE FLOOR AREA RATIO	0.75 i.e. 35993.81 m ²
	SET BACK:	
4	FRONT SET BACK	15 MTS
5	REAR & SIDE SET BACK	9 MTS
6	MAXIMUM PERMISSIBLE HEIGHT	14 MTS
7	MAXIMUM PARKING	347 CARS

Canada, like other diplomatic missions, is constrained by municipal standards and rules and is required to demolish one m² of structure for every one added.

A site plan and an aerial photograph of the main compound are included below to provide for quick reference to the different assets.



1 Chancery

3 Recreational Center

2 Power Plant

4 Housing Blocks



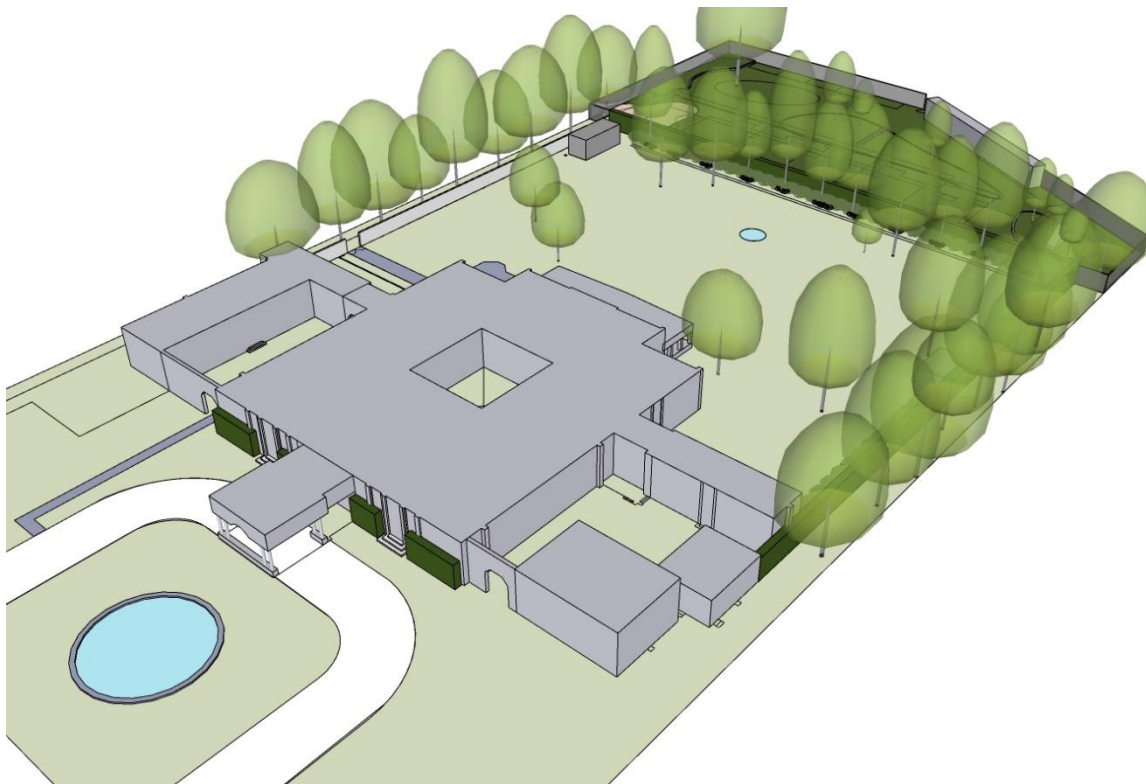
6. Official Residence Compound

The OR compound is located at 4 Dr. APJ Abdul Kalam Road, New Delhi, India, within an area called ‘Lutyens Bungalow Zone’. The 11,543 m² lot was acquired by Canada in 1951 through a perpetual (deemed Crown-owned) ground lease.

The property consists of a 1,365 m² residential building plus domestic quarters.

A project was initiated in 2008 for the purchase of the OR compound in line with the conversion policy of the Indian government whereby leaseholders are allowed to purchase freehold interest. The Canadian government investigated this option to obviate the need to seek the Lessor’s permission prior to any future development of the site. The project was never completed because of other pressing demands on the investment plan.

A massing of the OR and an aerial photograph and are included below to provide for quick reference to the layout.





7. Description of Assets

There is a total of 10 main assets of major interest located on the two compounds. There are also three guardhouses located on Abdul Kalam Road, that were built in 2015-2016 but are not included in this scope. The main assets' generic information is provided in the following table:

	PRID	ASSET	Construction date	Floors	Figures
1	5220001	Main Compound			11.859 acres (4.75 ha)
2	5220174	OR Compound			2.85 acres
3	5200070	Chancery	1972	3+basement	9159.3 m2 gross 5784.5 m2 net
4	5220175	OR	1933	1	976 m2 gross 650.7m2 net
5	5220071	Recreational Centre (Canada Club)	1996	2	
6	5220303	SQs Block A	1998	2	6 SQs – various
7	5220309	SQs Block B	1998	2	12 SQs – various
8	5220326	SQs Block C	2000	2	8 SQs – various
9	5220073	SQs Block D	1973	2	4 SQs – Each: 280.7 m2 gross 187.1 m2 net
10	5220267	Service Building	1990	1	
11	Various	Amenities			

7.1. Chancery

Originally, the Chancery offices were located in the Official Residence. In 1972, the Chancery moved into its current premises, and in 1994, an extra wing was built adjoining the existing one and doubling the space.

The building is considered as two separate structures, separated by an expansion joint. The original building is square in plan with a courtyard in the middle. The 1994 building addition is C-shaped, also with a courtyard in the middle. All columns run continuously from the building foundation to the upper roof level. The beams are identical in every bay and are continuous from exterior column to exterior column. The floor slabs are 300mm waffle slabs with an estimated slab thickness of 89mm. Concrete infill walls are found throughout the building, generally enclosing stairwells and secure areas. The foundation walls are constructed of reinforced concrete. The interior partition walls are made up of metal studs with plaster finish and are embedded in the reveal of the columns and beams. Above the main roof of the entire building, there is a secondary protective roof to provide sun shading which is comprised of precast concrete panels. Similar shading elements around the exterior of the building consist of marble panels supported on concrete beams which span between concrete wing walls. Sun shades around the perimeter of the building courtyards consist of marble panes fastened to the walls with back-to-back bolted clip angle brackets.

The Chancery has been at threshold capacity for a number of years and temporary solutions, such as utilizing alternate spaces for offices (conversion of conference rooms and auto garage) and creating open office spaces to accommodate growth in staff numbers, are no longer feasible or sustainable.

Age and condition are also of concern. The Chancery, furthermore, lacks appropriate areas for public functions such as a cultural centre, formal dining area, and multi-purpose rooms to host events such as trade shows and public affairs events. Given all of these considerations, an appropriate investment analysis is required to confirm options of refurbishment or replacement of the Chancery to meet Canadian diplomatic requirements, obligations and objectives going forward, while ensuring continuity of business.



7.2. Official Residence (OR)

The OR was built in 1933 and was acquired in 1951 to serve concurrently as the Chancery and Official Residence for the High Commissioner.

During the 1920s, the Indian Government earmarked certain areas for urban development which would later be described as New Delhi and then become the capital of India in 1931. Edwin Lutyens laid out New Delhi

using Rashtrapati Bhavan (President’s house) and the India Gate as the centerpieces of this design of the city. This part of the city is known as Lutyen’s Zone and the OR falls in this zone.

A wealthy barrister commissioned the present residence building to serve as offices and his home. The architect for the original building plans was Mr. R.N. Mathur of Chandni Chowk, Delhi. When the Government of Canada purchased the property on June 18th 1951, the premises comprised a double-fronted, single storey main bungalow, flanked by two single storey buildings, and at each side by a small nursery block and a kitchen block. The main bungalow consisted then of nine main rooms, a basement to which to retreat in hot weather and a store below. A variety of changes were made to the Official Residence over the years. In 1989, the residence started developing structural cracks in the ceilings and temporary structural repairs to the ceilings were carried out in different phases from 1989 to 1994. The residence was deemed to be completely renovated in 1996-1997 with the replacement of the air conditioning system, electrical wiring, roofs, floors (except the dining room), wall plaster, plumbing and sanitary installations. In addition, a weeping tile system was installed at the same time. Surface repairs of cracked mortar and plaster continue to be undertaken on a yearly basis.

The residence remains a single storey building. It has a square shape with a courtyard in the middle and is considered a regular structure. Building wings extend from east to west sides of the main building. The west wing has an L shape. The north canopy area in the courtyard consist of beams and archways that interconnect columns extending from the main building. Four round columns support the front entrance canopy slab. There are several mechanical units on the roof. All partition walls appear to be masonry covered in plaster or mortar. Based on local knowledge, the building is said to be constructed of clay brick and limestone mortar.



7.3. Recreational Building

The recreational building and its amenities on the main compound are well used and appreciated by the Canada-based families and their visitors. Phase 1 was constructed approximately in 1972. It was originally a single storey structure. A significant side expansion and a second-floor addition were added during subsequent renovations. Two exterior staircases, one located at each end of the building were also added during the renovations. The second floor has a larger footprint due to a slab overhang supported by cantilever beams on the south face of the building. A small addition housing a mechanical room was also added on the north face of the building extending up past the roof. A stand-alone passenger elevator was added in 2007 on the west face of the building. The elevator is linked to the second floor and through slab connections. The roof is topped with concrete pavers and is very gently sloped for drainage. Air conditioning units and mechanical equipment are located on the roof. The exterior façade is primarily masonry units on the ground floor and glass on the second floor. The structure of the building is reinforced concrete construction and consists of walls, columns, slab bands (beams), perimeter beams and infill slabs. The foundation consists of strip footings below walls and spread footings below columns. There are vertical elements doweled into their respective footings with dowels matching the vertical reinforcement.

7.4. Staff Quarters Apartment Buildings

There is a total of 30 on-site SQs and 39 off-site SQs, the latter being leased from local landlords. The on-site SQs are located in four blocks A, B, C and D. They are of various sizes and layouts. The reconstruction of Block D was considered to increase the number of SQs on-site. However, the lack of funding and new security standards were deemed obstacles to gain the required approval.

The off-site SQs are **excluded** from this scope.

Block A is a four-storey building consisting of reinforced concrete frames of columns, perimeter beams, two-way slabs, foundation walls and footings. It is an irregular structure with an L shape footprint. The uninterrupted and unreinforced masonry walls between the building columns extend to the foundation level. The exterior finishes are a combination of window panels and mixed concrete cladding. There is an unfinished basement. It is currently proposed to upgrade parts of the air-conditioning system in this block.

Block B is a four-storey building consisting of reinforced concrete frames of columns, beams, floor slabs and footing. It is an irregular split level. The partition walls consist of clay brick, considered to be unreinforced masonry infill between the concrete frames. There is precast concrete cladding. The infill masonry walls are not continuous from the foundation to the roof level, resulting in a discontinuous load path. Four concrete tanks for the storage of potable water are located in the basement. It is currently proposed to upgrade parts of the air-conditioning system in this block.

Block C is a two-storey building of irregular shape. Each block is split into four two-storey apartments. The blocks are connected at the roof level by a small reinforced concrete access bridge as well as by a common foundation wall. Mechanical penthouses servicing the blocks are located on each roof. The structure consists of reinforced concrete frames of columns, beams, floor slabs and footing. The partition walls consist of clay brick, considered to be unreinforced masonry infill between the concrete frames. The cladding is believed to consist of precast concrete panels. The bridge between the blocks consists of two reinforced concrete beams supporting a reinforced concrete slab.

Block D is a two-storey building located on the main compound. It has a rectangular footprint and includes three mechanical penthouses. The building is divided into four residential units separated by continuous walls extending across the width of the building. It is a reinforced-concrete construction with reinforced concrete walls and floor slabs. There is an open courtyard in the middle of each unit and the courtyards are covered by a canopy system at the roof level. There is a parapet surrounding the roof perimeter and the roof is accessed by a staircase located on the east side of the building. The chiller units surrounded by lattice block walls are located on the roof level. The exterior façade is a combination of concrete walls with stucco finish and punched windows.

The terrain around the SQs is relatively flat and contains an assortment of green spaces, trees, a plant nursery, tennis courts and a swimming pool.

7.5. Service Building

Phase 1 of the Service Building was built between 1970 and 1972. It was originally a single storey building with a second storey plenum chamber above the generator sets for exhaust and ventilation. A second storey addition was added in the 1990s with a staircase to access it. The building houses the essential mechanical and electrical equipment required to operate and maintain functionality in the main compound. The structure has an L shape. There is a small basement at the south end and it is used for water treatment and water storage (large water tank, heating equipment and swimming pool equipment). The main control room, generators and transformers are also located at the south end of the building on the ground floor. The transformers and controls are located in a reinforced area while the generators are located in a separate chamber, all on the ground floor. The central area on the ground floor is used as a workshop and office area. The exterior façade is primarily masonry with numerous door openings and louver windows. The foundation consists of strip footings below walls and spread footings below columns. There are precast concrete screens installed around certain roof areas to hide roof-mounted mechanical equipment, including several large cooling towers.

There is no recent survey of the underground services. However, a comprehensive set of drawings has been compiled almost exclusively based on various documentary sources. It is understood that a ground penetration radar survey (GPR) and/or selective excavations on site will be required prior to any new construction.

7.6. Utilities & Sustainability

Consideration must be given to greening mission operations. The mission is suffering from chronic power cuts and endemic water shortages during the dry season in particular (April to July). Delhi also enjoys 330 days of sunshine a year. Greening operations would further the reputation of the High Commission of Canada as an environmentally-responsible corporate citizen, would sustain and complement the supply of service utilities and would generate cost savings.

There are two sources of drinking water on the compound including: 1) local municipal authority i.e. NDMC and 2) bottled water. Bottled water is the only source of drinking water in the Chancery building. CBS living in on-compound staff quarters use both bottled water and NDMC water for drinking, depending upon their personal choice. There are four underground water reservoirs in the basement of B block for storing drinking water on the compound in addition to one in the services building. The water tanks are cleaned on a quarterly basis. Water samples from both water reservoirs and bottled water are sent to the local NABL-accredited laboratory for testing every month. There are no systems for proper water treatment except online filtration and manual chlorination. Raw sewage and grey water are currently discharged into the NDMC sanitary and storm sewers.

A project implemented in 2011 investigated the possibility for increased water harvesting for mission operations because of chronic water shortages and the increased depth of the water table on the main compound. However, other priorities took precedence.

A project funded by the Canadian Innovation Commercialization Program (CIPC) provided for the installation of solar panels on the site of the former domestic staff housing quarters in March 2014. However, a lack of maintenance has rendered both the panels and a co-generator system unserviceable.

7.7. Landscape

A series of investigations are underway in support of the reconstruction of the perimeter wall. The list includes a comprehensive tree inventory, boundary (legal) survey, and geotechnical and site utility locations around the perimeter of the compound. It does not include the entire area of the compound.

8. Gaps and Opportunities

Internal consultations have confirmed the following list of gaps and opportunities. A more detailed document will be shared at award of contract:

Capacity

- Surface construct has reached the limit allowable; capacity available with increased density at the main compound
- Capacity available at the OR compound
- Chancery upgrade will require swing space which should be provided on the site
- The sequencing of upgrades will be a key element for success

Chancery

- Minimum functionality and flexibility
- Full life-cycle replacement
- Seismic liability
- Unknown heritage value

OR

- Good functionality and flexibility
- Aging
- Oversized
- Seismic liability
- Unknown heritage value

Recreational

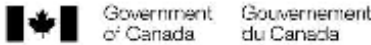
- Aging
- Seismic liability

Mechanical & Electrical

- Failing systems
- Seismic liability

Sustainability

- Existing co-generator and solar panels are non-serviceable
- Water must be trucked in
- Space could greatly impact the ongoing replacement of mechanical and electrical systems
- Negative impacts of climate change must be taken seriously



Contract Number / Numéro du contrat To be assigned
Security Classification / Classification de sécurité

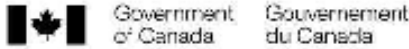
**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <p style="text-align: right; margin-right: 20px;">Global Affairs Canada</p>	2. Branch or Directorate / Direction générale ou Direction ARD	
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 Canada is seeking to acquire the services of a multi-disciplinary consulting team lead by a Senior Architect or Urban planner for approximately 12 months for the development of a Long Term Strategic Vision and Development Plan (Master Plan) for the assets located at the Embassy and OR complexes in New Delhi, India. The purpose of the project is to provide a forward-looking, ambitious, integrated and coherent Master Plan that will guide medium to long-term investment decisions over a horizon of 20 years.		
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
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
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 ainsi 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 type="checkbox"/>	No Non
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
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
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 checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A <input type="checkbox"/> PROTÉGÉ A <input type="checkbox"/> PROTECTED B <input type="checkbox"/> PROTÉGÉ B <input type="checkbox"/> PROTECTED C <input type="checkbox"/> PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
--





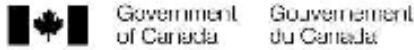
Contract Number / Numéro de contrat To be assigned
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)	
8. 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 :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
9. 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 Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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 checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
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 screened? Dans l'affirmative, le personnel en question sera-t-il contrôlé?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
PART C - INFORMATION (SUPPLIER) / PARTIE C - 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?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED materials 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?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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 assets? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Dispose-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

TBR/SCT 250-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
To be assigned
Security Classification / Classification de sécurité

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 saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

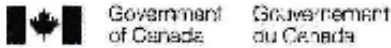
Category Catégorie	PROTECTED PROTÉGÉE			CLASSIFIED CLASSIFIÉE			NATO				COMSEC						
	A	B	O	CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRICTION	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉE			CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Access Sécurité / Accès																	
IT Media / Support TI																	
IT Data / Données électroniques																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERB 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.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERB 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 annotations (i.e., SECRET with Annotations).
 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).



Contract Number / Numéro du contrat To be assigned
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Marc Monette	Title - Titre Executive Director, ACME	Signature <i>Marc Monette</i>
Telephone No. - N° de téléphone 343-203-5355	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marcmonette@international.gc.ca
		Date July 9, 2020

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Ernest Roy	Title - Titre Contract Security Coordinator	Signature <i>Ernest Roy</i>
Telephone No. - N° de téléphone 343-203-3085	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Ernest.roy@international.gc.ca
		Date 16-07-2020

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?

No / Non Yes / Oui

16. Procurement Officer / Agencé d'approvisionnement

Name (print) - Nom (en lettres moulées) Anthony Jarvis	Title - Titre Manager - Mission Procurement	Signature Jarvis, Anthony
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

Digitally signed by Anthony Jarvis
Date: 2020.08.13 17:21:00 -0400

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

TBS/SCT 350-03(2004/12)

Security Classification / Classification de sécurité
--

