

Project Title: Expert Deployment Mechanism for Trade and Development

A. AMENDMENT TO THE RFP

- 1 At article 6.5, Irrevocable Standby Letter of Credit (ISLC), section 6.5.1 of the General Conditions of the Contract, section 6 of the RFP, **REPLACE** paragraph (b) in its entirety **BY:**

« (b) To guarantee the Consultant's performance

The Consultant agrees that it must provide the Technical Authority contract financial security within 28 days of signing the contract. This contract financial security must cover the Consultant's obligations under this contract for the duration of the contract, including extensions, plus six (6) months thereafter. The Consultant further agrees that this contract financial security must consist of one or more Irrevocable Standby Letter of Credit(s) (ISLC) issued in favour of Her Majesty the Queen in Right of Canada, in a form on terms and from an issuer acceptable DFATD.

The Consultant may provide a single ISLC covering the entire duration of the contract financial security as described above. Otherwise, the Consultant may provide an ISLC of a shorter duration, and in such case the ISLC must provide for its automatic renewal unless the issuer provides DFATD with prior notice of at least sixty (60) days of non-renewal. In the event of such non-renewal, the Consultant must provide DFATD with a new standby letter of credit in a form, on terms and from an issuer deemed acceptable to DFATD, to replace the one forming the subject of a notice of non-renewal, the whole at least 30 days prior the end of the first letter of credit's term. A failure on the part of the Consultant to provide such an acceptable replacement standby letter of credit within 30 days of notice of non-renewal of a standby letter credit, shall constitute an event of default on the part of the Consultant.

Any other failure on the part of the Consultant to provide the Contracting Authority with standby letters of credit in accordance with the terms set out herein during the entire term of this Contract, plus six (6) months, shall constitute a default of this Agreement on the part of the Consultant.

The Consultant also agrees that the irrevocable standby letter(s) of credit must be for a face value, in Canadian dollars equal to the amount indicated in the CS. »

- 2 **REPLACE** article 6.5.1 (b) of section II, Special Conditions (SC) of Contract, of the Standard Form of Contract, in its entirety **BY:**

« The Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) worth \$ 500,000. »

B. All other terms and conditions remain unchanged.