

International Development Research Centre Centre de recherches pour le développement international

# **REQUEST FOR PROPOSAL ("RFP")**

RFP #:	RFP Title:
21220002	Final Evaluation - Knowledge for Democracy (K4D) Myanmar Initiative
Issue Date:	Close Date & Time:
May 13, 2021	Friday, June 4, 2021 at 11:00 a.m. Eastern Daylight Time
RFP Authority Division:	Originating Division:
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Table of Contents
SECTION 1 – INTRODUCTION
1.1 IDRC OVERVIEW
1.2 PURPOSE OF THIS RFP
1.3 DOCUMENTS FOR THIS RFP
1.4 TARGET DATES FOR THIS RFP4
SECTION 2 – STATEMENT OF WORK
2.1 INTRODUCTION AND PROJECT OVERVIEW
2.2 DESCRIPTION AND SCOPE OF WORK
2.3 IDRC RESPONSIBILITES, SUPPORT, AND REPRESENTATIVES
2.4 LOCATION OF WORK AND TRAVEL9
2.5 PERIOD OF A RESULTING CONTRACT9
SECTION 3 – PROPOSAL EVALUATION9
3.1 EVALUATION COMMUNICATION9
3.2 EVALUATION METHODOLOGY9
3.3 PROPONENT FINANCIAL CAPACITY10
3.4 PROPONENT SELECTION
SECTION 4 – PROPOSAL FORMAT12
4.1 GENERAL
4.2 OFFICIAL LANGUAGES
4.3 ORGANIZATION OF RESPONSES12
4.4 COVER LETTER
4.5 MANDATORY AND RATED REQUIREMENTS CHECKLIST12
4.6 TECHNICAL PROPOSAL
4.7 FINANCIAL PROPOSAL
SECTION 5 – CONDITIONS
5.1 ENQUIRIES
5.2 SUBMISSION DEADLINE15
5.3 PROPOSAL SUBMISSION INSTRUCTIONS15
RFP# 21220002

A	NNEX C – Rated Requirements Checklist	.30
A	NNEX B – Mandatory Requirements Checklist	. 28
A	NNEX A – Proposed Contract	. 18
	5.9 PROPOSED CONTRACT	. 17
	5.8 RIGHTS OF IDRC	16
	5.7 CONFLICT OF INTEREST	16
	5.6 GOVERNING LAWS	16
	5.5 PROPONENTS COSTS	16
	5.4 VALIDITY OF PROPOSAL	.16

# SECTION 1 – INTRODUCTION

The purpose of this section is to provide general information about the International Development Research Centre ("IDRC" or "Centre") and this RFP.

#### **1.1 IDRC OVERVIEW**

IDRC was established by an act of Canada's parliament in 1970 with a mandate "to initiate, encourage, support, and conduct research into the problems of the developing regions of the world and into the means for applying and adapting scientific, technical, and other knowledge to the economic and social advancement of those regions." A **Canadian Crown corporation**, IDRC supports leading thinkers who advance knowledge and solve practical development problems. IDRC provide the resources, advice, and training they need to implement and share their solutions with those who need them most. In short, IDRC increases opportunities — and makes a real difference in people's lives. Working with development partners, IDRC multiplies the impact of investment and brings innovations to more people in more countries around the world. IDRC offers fellowships and awards to nurture a new generation of development leaders. IDRC employs about **375** people at the **head office** located in Ottawa, Canada and in **five (5) regional offices** located in New Delhi-India, Montevideo-Uruguay, Amman-Jordan, Nairobi-Kenya, and Dakar-Senegal. IDRC is governed by a board of up to 14 governors, whose chairperson reports to Parliament through the Minister of International Development. For more details visit: <u>www.idrc.ca</u>

#### **1.2 PURPOSE OF THIS RFP**

IDRC requests proposals for a Consultant(s) or Evaluation Team to perform a final evaluation of Knowledge for Democracy Myanmar (K4DM) Initiative, co-funded by IDRC and Global Affairs Canada GAC (2017-2021 where requirements are described in section **2**, the Statement of Work ("Services").

IDRC will accept proposal from Team(s) comprised of individuals, one individual of the comprised team must be clearly identified as the team leader and this will be who IDRC will contract with, only one contract will be issued.

#### **1.3 DOCUMENTS FOR THIS RFP**

The documents listed below form part of and are incorporated into this RFP:

- This RFP document
- Annex A Resulting Contract Terms and Conditions
- Annex **B** Mandatory Requirements Checklist
- Annex **C** Rated Requirements Checklist

#### **1.4 TARGET DATES FOR THIS RFP**

The following schedule summarizes significant target events for the RFP process. The dates may be changed by IDRC at its sole discretion and shall not become conditions of any Contract which may be entered into by IDRC and the selected Proponent.

Event	Date
RFP issue date	See page 1
Deadline for Enquiries	See section 5.1
RFP close date	See page 1
Commencement of Services	June 2021

# **SECTION 2 – STATEMENT OF WORK**

This section is intended to provide Proponents with the information necessary to develop a competitive proposal. The Statement of Work ("SOW") is a complete description of the tasks to be done, results to be achieved, and/or the goods to be supplied.

# 2.1 INTRODUCTION AND PROJECT OVERVIEW

International Development Research Centre (IDRC) requires the **Consultant(s)** to perform the final evaluation of Knowledge for Democracy Myanmar (K4DM) Initiative, co-funded by IDRC and Global Affairs Canada GAC (2017-2021). The Initiative's main objective is to nurture a new generation of young actors – university faculty and students, civil society leaders, think tank researchers, and public officials-, bringing them together to improve collaboration and to increase the use of research for evidence-based gender responsive economic and democratic policy development. To achieve this, the Initiative is structured around four modalities: (i) capacity development for individuals, (ii) organizational development and (iii) research projects – which are linked through a fourth, cross-cutting modality of active engagement and collaboration.

The final evaluation will assess the effectiveness of program implementation and the significance and relevance of program outcomes including how they correspond to expectations of the initiative, despite the implementation challenges imposed by the COVID pandemic (2020) and the recent political turmoil (February 2021). The expected outcomes of the K4DM initiative are clearly stated in the donor agreement with Global Affairs Canada, reflected in the **Logical Framework and the Performance Monitoring Framework**. The evaluation is also expected to highlight lessons, best practices and recommendations for any future programing.

The primary users of this evaluation are IDRC and GAC management (K4DM Executive Committee) who will use the final evaluation to ensure accountability for the implementation of the initiative and delivery of expected results, as well as an early identification of future areas of work. Given the current dynamic socio-political context and operational challenges in Myanmar, we confirm that conducting this evaluation is justified. Lessons from this initiative will be crucial to inform future efforts in Canada's development aid to Myanmar. The final evaluation has been approved by the primary users under the partnership's 2021 workplan.

# 2.2 DESCRIPTION AND SCOPE OF WORK

# 2.2.1 Project Scope

# In Scope:

The final evaluation's main goals are to:

1) Review the **implementation and operation of the K4DM Initiative**, including the coherence of its modalities, as well as the effectiveness of program adaptation to respond to unforeseen challenges and/or opportunities faced in 2020-21.

2) Evaluate the **significance and relevance** of program outcomes. This will include how they correspond to expectations of the initiative, and also unintended outcomes.

3) Assess the extent to which the K4DM Initiative has been able to appropriately respond to the recommendations of the mid-term evaluation (2019).

4) Identify lessons and recommendations in collaboration with the K4DM team for possible future IDRC programing in Myanmar (2022 – onwards).

**Evaluation Questions.** More specifically, the final evaluation will be designed to answer the following questions:

#### **Delivery of outcomes**

- 1. How has K4DM contributed to stakeholder **consultation**, **engagement and collaboration** on issues related to gender responsive democratic transition, and economic development while responding to existing risks?
  - a. How has **program design** and cross-project activities been effective, coherent and relevant<sup>1</sup>?
  - b. Considering the context and research environment, how has **quality research**<sup>2</sup> been conducted thanks to the initiative?
  - c. What can be learned from the use and promotion of **communications** such as Research in Action and newsletters, support for research dissemination, training on communications and think-tank support, knowledge events and fora supported and organized by K4DM?
  - d. To what extent have K4DM projects enabled progress towards **gender equality** in Myanmar? What needs to be improved (both in implementation and design) to **enable gender equality**?
- 2. How has K4DM contributed to the **use of research** for evidence-based **policy development**, despite risks and other constraints?
  - a. How have **capacity building** activities contributed to the development of policy relevant research and responses by think-tanks and universities?
  - b. How has K4DM **supported research and research outputs** contributed to the development of policies supporting democratic transition and economic development?
  - c. How have research projects increased knowledge about gender equality in Myanmar?
  - d. How have research projects increased inclusion of ethnic minorities and decentralization?

**Lessons for a democratic future.** What lessons can be drawn from K4DM Initiative program implementation and management arrangements that could benefit future programing on democratization in Myanmar? What worked and what could be improved across the 24 projects under K4DM? What lessons and best practices can be drawn from K4DM responses (programmatic or management level) to unforeseen circumstances such as the Rohingya Crisis (2017), the COVID-19 pandemic (2020), or the coup d'état (2021)? To what extent did K4DM effectively work in Myanmar, given the unique and fragile context of Myanmar and the recent developments?

Page 6 of 31

<sup>&</sup>lt;sup>1</sup> Effectiveness – what is the progress toward expected outcomes (including immediate, intermediate and ultimate outcomes) with reference to program design? What is the link and contribution of outputs to outcomes under each of the 21 projects in the initiative?

Coherence of implementation – taking into consideration the fragile context, risks, and expectations involved, how well the initiative-wide strategy has been implemented (choices made and priorities set and/or evolved). How has the strategy adaptations to address challenges and exploit emerging opportunities? How has resource utilization contributed to the production of outputs and progress toward expected and unexpected outcomes? Relevance – How has each of the projects addressed a demonstrable need and is responsive to the needs of Myanmar relevant stakeholders? What are the linkages between K4DM objectives and IDRC/GAC priorities? How adequate is the Initiative's design or mix of activities or modalities to address the challenge of supporting knowledge systems to the service of an emerging inclusive democracy in Myanmar?

<sup>&</sup>lt;sup>2</sup> IDRC uses the Quality Research Plus (RQ+) framework to assess quality of research, more information on this approach can be found here: <u>https://www.idrc.ca/en/research-in-action/research-quality-plus.</u> We do not expect an in-depth RQ+ assessment for this evaluation.

# 2.2.2 Methodology

The Consultant(s)/evaluation team will propose a methodology based on the following parameters and informed by an appropriate assessment of risks and mitigation strategies. Due to the current situation in Myanmar, we expect all engagement with participants to be virtual, secure and flexible, respecting their time and individual circumstances. Additional methods of conducting the evaluation can be considered as long as they are guided by principles of utility, quality (including the safeguarding ethical standards), and collaboration and knowledge sharing and transparency<sup>3</sup>

- **Document Review**: Perform an in-depth document review of the K4DM Initiative and the 24 projects to be provided by K4DM program management in readable format for the consultant:
  - K4DM core project documents (including documentation on calls for proposals, trip reports, project completion/monitoring reports, project approval documents, and final project reports for those projects that have concluded),
  - K4DM core **management/operation documents** (proposals, minutes of executive committees; national advisory committee; workplans 2018/19, 2019/20, 2020/21; comms strategy;
  - IDRC-GAC proposal including the Logic Model and the Performance Measure Framework)
  - Evaluation-related materials (Study on knowledge/research systems in Myanmar by the Global Development Network; Mid-term evaluation conducted during the summer of 2019; and Annual reports 2017-18, 2018-19, 2019-20, 2020-21- draft)
  - Communications materials (newsletters, blogs, event summaries, etc).
- **Quantitative data collection and analysis**: The Consultants will have access to K4DM databases compiling information gathered from the Technical Reports (IDRC's *Trackify*)
- Qualitative data collection and analysis: The Consultants will conduct in-depth interviews to solicit perspectives from K4DM grantees, K4DM management team and other relevant IDRC staff, and GAC focal points in South-East Asia and Ottawa (and others as specified), and other key external stakeholders.

# 2.2.3 Consultant(s) Evaluation Team Requirements

- 1. Selection of consultant or team (May-June 2021) based on:
  - A senior consultant or team lead, either based in or with necessary <u>ground support</u> in Myanmar or the region (Asia-Pacific) commensurate with budget. Diversity in the team is an asset.
  - b. Expertise in international development and higher education with proven experience in program evaluation and research assessment in South-East Asia. Familiarity with the Myanmar context is a must. Expertise in gender-sensitive research is essential.

<sup>&</sup>lt;sup>3</sup> Utility: evaluation are designed to meet the needs of its intended users. Evaluations should produce actionable findings to help us test theories of change, learn from successes and failures, and improve strategy and results. Users' participation in evaluation processes helps ensure relevance and ownership of the evaluation findings.

Quality: Evaluation should meet high quality standards. Quality includes the utility of evaluation, the use of rigorous methods, and safeguarding ethical standards. Evaluation is not value-neutral, and specific attention needs to be paid to including diverse perspectives and addressing inequalities in the evaluation process. Collaboration and shared benefit: Evaluation should be designed to meet collective needs and be an asset for those being evaluated. IDRC will negotiate the purpose, design and governance of evaluation with funding partners to avoid duplication, and to ensure utility for all parties.

Knowledge sharing and transparency: Learning about the findings and practice of evaluation should be documented and shared. Knowledge sharing helps build evaluation capacity and ensures evaluation remains relevant to the issues and priorities for development and development research. Evaluations should be publicly accessible. Evaluations commissioned IDRC are available through the Centre's public digital library

- c. Ability to meet on-line with K4DM staff and grantees in Myanmar or the region as well as capacity to conduct intensive on-line communications. In-person meeting will be considered if deemed necessary and meets health and safety protocols. <sup>4</sup>
- After selection, IDRC will facilitate an on-line inception workshop with the Consultant(s) and K4DM team, including an IDRC senior evaluation officer. The workshop will discuss the evaluation's scope of work, based on the initial proposal submitted by the evaluation team. The evaluation approach should promote engagement with intended users of the evaluation to support learning (late June 2021)
- 3. Following the inception workshop, the Consultant(s) will finalize an evaluation design plan for approval by K4DM and GAC (early July 2021). This plan will include: the evaluation questions to be addressed; the proposed methodology; a work plan including a timeline for key outputs; an outline of proposed evaluation team members, including their expertise and roles; a list of needs and expectations of K4DM staff to support the stated activities; and a description of limitations with a in-depth risk mitigation strategy where appropriate.
- 4. Data collection and analysis through online engagement with K4DM grantees (July 2021)
- 5. Presentation of preliminary findings in draft report to the K4DM team to discuss finding and lessons and map out feasible recommendations (mid-August 2021)
- 6. Final evaluation report of about 20-25 pages (**September 2021**), that incorporates feedback obtained on the draft report, will be made **public** by IDRC, as is the case with all external evaluations. The evaluation team will include, together with the report:
  - a. An executive summary of evaluation findings and recommendations no more than 2 pages
  - b. An appendix with details on methodology, informants and data collection on each project.
- 7. Final evaluation report incorporating all feedback (late September 2021).

# 2.2.4 Project Budget

The estimated budget for this project is CAD 60-75,000 (plus travel, if necessary).

# **2.3 IDRC RESPONSIBILITES, SUPPORT, AND REPRESENTATIVES**

IDRC will identify a **Project Authority** to whom the successful Proponent will report during the period of a resulting Contract. The Project Authority will be responsible for coordinating the overall delivery of service, providing as required direction and guidance to the Proponent, monitoring Proponent performance and accepting and approving Proponent deliverables on behalf of IDRC. The Project Authority will ensure that appropriate subject matter experts from within IDRC are available to the Proponent to discuss and provide content material, as well as facilitate cooperation with regional IDRC staff and other stakeholders, as required.

Global Affairs Canada will be consulted throughout the selections process of the consultant and the evaluation process, as IDRCs partner in the initiative and one of the main beneficiaries. The successful consultant will coordinate consultations with GAC through the Project Authority.

<sup>&</sup>lt;sup>4</sup> Due to the COVID-19 pandemic, travel might continue to be restricted or difficult, appropriate contingency plans and timelines accounting for possible delays or alternative arrangements are expected to be presented by consultant

IDRC will identify a **Travel Administrative Representative**, who will manage all travel requirements approved by the Project Authority.

IDRC will identify a **Contracting Authority**, who will oversee a resulting Contract throughout its lifecycle, in conjunction with the Project Authority and the Proponent, create amendments for any changes to a resulting Contract, and answer questions on terms and conditions.

#### **2.4 LOCATION OF WORK AND TRAVEL**

Work is expected to take place at the Proponent's site. If travel occurs, and depending on security and COVID-19 restriction, it will be coordinated with IDRC's designated project authority.

Due to the COVID-19 pandemic sand the security situation, contract with Myanmar might continue to be restricted or difficult, appropriate contingency plans and timelines accounting for possible delays or alternative arrangements are expected to be presented by consultant.

#### 2.5 PERIOD OF A RESULTING CONTRACT

A resulting Contract is expected to commence on June 14, 2021 and conclude by October 1, 2021

# **SECTION 3 – PROPOSAL EVALUATION**

This section describes the process that IDRC will use to evaluate Proposals and select a Lead Proponent.

#### **3.1 EVALUATION COMMUNICATION**

During Proposal evaluations, IDRC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A Proponent will not be allowed to add, change, or delete any information during the process. IDRC is in no way obligated to meet with any or all Proponents for this purpose.

#### **3.2 EVALUATION METHODOLOGY**

IDRC will use the following methodology to evaluate Proposals:

#### 3.2.1 Step 1 - Mandatory Requirements

Each Proposal will be examined to determine compliance (pass or fail) with all IDRC's **Mandatory Requirements** as set out in **Annex B**. Non-compliant Proposals will receive no further consideration.

#### Summary Table:

<b>RFP Section</b>	Mandatory Requirements	Pass or Fail
Annex B	Mandatory Requirements in response to the Statement of Work	

#### 3.2.2 Step 2 - Rated Requirements

Compliant Proposals will be evaluated and attributed points according to the degree to which they meet or exceed IDRC's **Rated Requirements** as set out in **Annex C.** 

#### \*Points Table:

Points	Points Description
0	Barely addresses any of the stated requirements and completely lacking in critical areas
3	Adequately meets most of the stated requirements. May be lacking in some areas which are
	not critical
5	Meets most stated requirements
7	Meets all stated requirements
8	Meets all stated requirements and may exceed some
10	Exceeds the stated requirements in superlative and beneficial ways

#### 3.2.3 Step 3 – Shortlist and Interviews

The top **compliant and highest scoring technical proposals** will be **shortlisted** for further review. Shortlisted Proponents may be asked to provide additional information prior to the final selection. IDRC reserves the right to supply more information to those Proponents who are shortlisted.

# 3.2.4 Step 4 - Financials

The Proponents' Financial Proposals will be scored. The Proponent submitting the lowest price will receive the maximum 10 points on the standard evaluation scale of 0-10. All other Proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price submitted.

#### 3.2.5. Step 4 - Final Score

Scores for the shortlisted Proponents' proposals will be calculated, and IDRC may select the Lead Proposal achieving the highest total points ("Lead Proponent"), subject to IDRC's reserved rights.

<b>RFP Section</b>	Rated Requirements	Weighting % A	*Points 0-10 B	Score A x B
Annex C		X		NX D
"	Resources section	50		
"	Methodology section	40		
4.6	Financials: Total pricing, exclusive of taxes	10		
	Total %	100		

#### Summary Table:

#### **3.3 PROPONENT FINANCIAL CAPACITY**

IDRC reserves the right to conduct an assessment of the **Lead Proponent's** financial capacity. IDRC may request that the Lead Proponent provide proof of financial stability via bank references, financial statements, or other similar evidence. This is a pass/fail test. Pass means that Contract discussions begin. Fail means that the Lead Proponent may not enter into Contract discussions and is disqualified from further consideration. The Lead Proponent must provide this information upon 72 hours of IDRC's request; failure to comply may result in disqualification.

*Note*: In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form.

#### **3.4 PROPONENT SELECTION**

As noted in section **5.8**, acceptance of a proposal does not oblige IDRC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of IDRC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the Lead Proponent's proposal, IDRC will enter into discussions with the Lead Proponent for the purpose of finalizing the Contract.

In the event no satisfactory Contract can be negotiated between the Lead Proponent and IDRC, IDRC may terminate negotiations. In such event, if IDRC feels that the Proponent with the second highest score may meet the requirements, IDRC will continue the process with the secondary Proponent, and so on.

Announcement of the successful Proponent will be made to all Proponents following the signing of a Contract no later than 72 days following the award of a Contract. Upon request from an unsuccessful Proponent, IDRC will provide the reasons why that particular proposal was not selected.

# **SECTION 4 – PROPOSAL FORMAT**

Proposal responses should be organized and submitted in accordance with the instructions in this section.

#### 4.1 GENERAL

Proposals should be in 8 1/2" x 11" (letter) format, with each page numbered. Elaborate or unnecessary voluminous proposals are not desired. The font used should be easy to read and generally be no smaller than 11 points (smaller font can be used for short footnotes).

#### **4.2 OFFICIAL LANGUAGES**

Proposals may be submitted in English or French.

#### **4.3 ORGANIZATION OF RESPONSES**

Responses should be organized as follows, where the sections that follow provide more details:

see RFP Section for	File	Content
full details		
4.4	1.0	Cover Letter
4.5, Annex B, Annex C	2.0	Mandatory Requirements Checklist and Rated Requirements Checklist
4.6	3.0	Technical Proposal
4.7	4.0	Financial Proposal
5.9 <i>,</i> Annex A	5.0	Objections with reasons regarding the proposed contract terms and conditions included
		in this RFP

#### 4.4 COVER LETTER

The Proponent should provide as a separate file.

A one (1) page covering letter on the Proponent's letterhead should be submitted and should include the following:

- a. A reference to the RFP number and RFP title.
- **b.** The **primary contact person** with respect to this RFP: the individual's name, address, phone number and email address.
- c. A statement confirming the validity of the proposal (refer to section 5.4).
- **d.** A statement confirming the Proponent does not have a **conflict of interest** with this RFP, real or perceived (refer to section **5.7**).
- e. The letter **signed** by person(s) duly authorized to sign on behalf of the Proponent and bind the Proponent to statements made in response to the RFP.

# 4.5 MANDATORY AND RATED REQUIREMENTS CHECKLIST

The Proponent should provide as a separate file.

The Proponent **should** create and include a Checklist, using the following format\*, of all **Mandatory Requirements** and all **Rated Requirements** listed in **Annex B** and in **Annex C**, that Indicates where in the Proponent's Proposal the response to each requirement can be found:

\*Example:

Item #	Requirement	Rating	Response Location
B2.4.1	Lead Resource must be bilingual.	Mandatory	See page 3, heading "xxx", paragraphs 3 and 4.
C3.2.2	Demonstrate the qualifications of the Lead Resource.	Rated	See page 18, Appendix B, section B1.1

\*Hint: copy the tables in Annex B and C

#### **4.6 TECHNICAL PROPOSAL**

The Proponent should provide *as a separate file*.

#### 4.6.1 Table of Contents

The Proponent should include a table of contents that contains page numbers for easy reference by the evaluation committee.

#### 4.6.2 Response to the Statement of Work

The Proponent **must** provide detailed information relative to:

a. Each requirement listed in the Statement of Work in Annex A;

#### b. Each Mandatory Requirement in Annex A; and

#### c. Each Rated Requirement in Annex A.

The Proponent must clearly outline the work that the Proponent proposes to undertake for the provision of these Services to IDRC.

#### **4.7 FINANCIAL PROPOSAL**

The Proponent should provide a *as a separate file*.

#### **4.7.1 Financial Requirements**

The Proponent must provide pricing for all of its proposed Services.

#### **Financial Requirements**

**a.** The Proponent is to state the assumptions underlying its financial proposal.

**b.** All prices are to be quoted in Canadian dollars (CAD) and be exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST). The GST or HST, whichever is applicable, shall be extra to the prices quoted by the Proponent and will be paid by IDRC.

If the Proponent will not be charging IDRC taxes, an explanation should be provided. See the **Notes** below for more details on taxes.

**c.** All prices must include a detailed breakdown following the response to section **2** (Statement of Work). Prices shall include all components normally included in providing the proposed services such as professional fees and travel expenses.

The Proponent must submit a fixed (firm) all-inclusive price. In addition, the Proponent must submit pricing information that indicates how the fixed price was calculated.

**d**. The Proponent shall propose an invoicing schedule if other than providing one (1) invoice upon completion of all Services.

Important Note: IDRC's payment terms are NET 30 and IDRC will make no advance on fees.

e. Proponents who must travel to Ottawa for onsite work must indicate if there will be fees chargeable to IDRC.

#### 4.7.2 Mathematical Errors

If there are errors in the mathematical extension of unit price items, the unit prices prevail, and the unit price extension is adjusted accordingly.

If there are errors in the addition of lump sum prices or unit price extensions, the total is corrected, and the correct amount reflected in the total price.

Any Proponent affected by mathematical errors shall be notified by IDRC and be given the corrected prices.

# **SECTION 5 – CONDITIONS**

The purpose of this section is to inform the Proponent about IDRC's procedures and rules pertaining to the RFP process.

#### **5.1 ENQUIRIES**

All matters pertaining to this RFP are to be referred exclusively to the RFP Authority named on page 1.

No verbal enquiries or verbal requests for clarifications will be accepted.

Proponents should, as much as feasible, aggregate enquiries and requests for clarifications and shall submit them in writing via email to the RFP Authority by Friday, June 4th, 2021, at 11:00 a.m. EDT in order to receive a response prior to the close date. When submitting, Proponents *email subject line* should cite **"RFP # 20210012 - Final Evaluation - Knowledge for Democracy (K4D) Myanmar Initiative**".

The RFP Authority will provide **all answers to significant enquiries** received on buyandsell.gc.ca without revealing the sources of the enquiries.

In the event that it becomes necessary to revise any part of the RFP as a result of any enquiry or for any other reason, **an Amendment** to this RFP will be issued and posted on buyandsell.gc.ca

*Important note:* Proponents must download all RFP documents directly from the Buy and Sell website. IDRC will not distribute RFP documents that are posted on buyandsell.gc.ca.

#### **5.2 SUBMISSION DEADLINE**

IDRC will only accept proposals up the close date and time indicated on page 1.

*Important note:* Late proposals will not be accepted. No adjustments to proposals will be considered after the close date and time.

#### **5.3 PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals should be submitted in accordance with the instructions in this section.

#### 5.3.1 Method of Sending

The preferred method of proposal submission is electronic, via **email**, in **Microsoft Word** or in **PDF** format to the RFP Authority named on page 1. Proponents *email subject line* should cite **"RFP # 20210012 - Final Evaluation - Knowledge for Democracy (K4D) Myanmar Initiative**" when submitting via email.

*Important Note:* Email messages with large attachments can be slowed down in servers between the Proponent's email and the RFP Authority's email inbox. It is the Proponent's responsibility to ensure that large emails are sent sufficiently in advance to be at IDRC by the close date and time. Proponents should use electronic receipt confirmation and or contact the RFP Authority to confirm receipt.

*Important Note:* The maximum size of an email that IDRC can receive is 10MB. If necessary, Proponents can send multiple emails.

#### 5.3.2 Number of Files

The Proponent's electronic submission should consist of **five (5) files** (i.e. 5 separate documents) as noted in section **4.3**.

#### 5.3.3 Changes to Submission

Changes to the submitted proposal can be made, if required, provided they are received as an Addendum (or an Amendment) to, or clarification of, previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification, or new proposal should be submitted as per the delivery instructions outlined above, be clearly marked **"REVISION"**, and **must be received no later than the submission deadline.** In addition, the revised proposal should include a description of the degree to which the contents are in substitution for the earlier proposal.

#### 5.3.4 Multiple Proposals

IDRC will accept only one (1) proposal per Proponent.

#### **5.4 VALIDITY OF PROPOSAL**

Proposals must remain open for acceptance for ninety (90) days after the close date.

#### **5.5 PROPONENTS COSTS**

All costs and expenses incurred by a Proponent in any way related to the Proponent's response to the RFP, including but not limited to any clarifications, interviews, presentations, subsequent proposals, review, selection or delays related thereto or occurring during the RFP process, are the sole responsibility of the Proponent and will not be chargeable in any way to IDRC.

#### **5.6 GOVERNING LAWS**

This RFP is issued pursuant to the laws of the province of Ontario and the laws of Canada.

#### **5.7 CONFLICT OF INTEREST**

In submitting a Proposal, the Proponent must avoid any real, apparent or potential conflict of interest and will declare to IDRC any such conflict of interest.

In the event that any real, apparent, or potential conflict of interest cannot be resolved to the satisfaction of IDRC, IDRC will have the right to immediately reject the Proponent from consideration and, if applicable, terminate any Contract entered into pursuant to this RFP.

# **5.8 RIGHTS OF IDRC**

IDRC does not bind itself to accept any proposal submitted in response to this RFP, and may proceed as it, in its sole discretion, determines following receipt of proposals. IDRC reserves the right to accept any proposal(s) in whole or in part, or to discuss with any Proponents, different or additional terms to those envisioned in this RFP or in such a Proponent's proposal.

After selection of preferred proposal(s), if any, IDRC has the right to negotiate with the preferred Proponent(s) and, as a part of that process, to negotiate changes, amendments or modifications to the proposal(s) at the exclusion of other Proponents.

Without limiting the foregoing, IDRC reserves the right to:

RFP# 21220002

**a.** seek clarification or verify any or all information provided by the Proponent with respect to this RFP, including, if applicable to this RFP, contacting the named reference contacts;

**b**. modify, amend or revise any provision of the RFP or issue any addenda at any time; any modifications, amendment, revision or addendum will, however, be issued in writing and provided to all Proponents;

**c.** reject or accept any or all proposals, in whole or in part, without prior negotiation;

d. reject any proposal based on real or potential conflict of interest;

e. if only one proposal is received, elect to accept or reject it;

**f.** in its sole discretion, cancel the RFP process at any time, without award, noting that the lowest or any proposal will not necessarily be accepted;

g. negotiate resulting Contract terms and conditions;

**h.** cancel and/or re-issue the RFP at any time, without any liability whatsoever to any Proponent;

i. award all or any part of the work to one or more Proponents based on quality, services, and price and any other selection criteria indicated herein; and

j. retain all proposals submitted in response to this RFP.

# **5.9 PROPOSED CONTRACT**

Annex A has been provided as part of the RFP documents so that Proponents may review and become familiar with certain specific conditions that are expected to be adhered to in connection with the provision of Services. While some of the language may be negotiated between IDRC and the successful Proponent, IDRC's flexibility to amend its standard terms and conditions may be limited.

*Important note:* The Proponent should outline any objections with reasons to any terms and conditions contained in this RFP and include them in its proposal (reference section **4.3**). Failure to identify objections at the proposal stage may preclude Proponents from raising these objections in the course of any future negotiations.

# ANNEX A – Proposed Contract Specific Terms and Conditions of the Contract

# CONTRACT NO. \_\_\_\_\_

This Contract is between \_\_\_\_\_ ("Consultant") and Canada's International Development Research Centre, 150 Kent Street, PO Box 8500, Ottawa, ON, K1G 3H9 ("IDRC" or "the Centre").

The parties agree as follows:

#### **1. TERMS OF REFERENCE AND SCHEDULE**

1.1 Summary	

1.2 Scope

\_\_\_\_\_

1.3 Schedule

#### **1.4 Contract Resources**

The following individuals are the main contacts for this Contract: **1.4.1 IDRC** will be represented by:

1.4.2 The Consultant will be represented by:

It is understood that the Consultant will assign performance of all work under this Contract to \_\_\_\_\_\_. Written authorization from IDRC's **Project Authority** must be obtained in advance for any substitution of personnel. The Consultant must ensure that its employees, subcontractors and assignees alike are subject to the terms and conditions of this Contract, which shall take precedence over any other terms and conditions that may exist between the Consultant and those persons.

#### **1.5 Service Location**

\_\_\_\_\_

#### **1.6 Service Engagement Process**

#### 1.7 Change Management

Any changes to the Services will require written agreement from both parties. IDRC's **Contracting Authority** may issue Amendments to the Standing Offer to reflect such changes.

#### 2. FEES

In consideration of these Services, IDRC will pay the Consultant \_\_\_\_\_\_.

# **3. TRAVEL AND TRAVEL EXPENSES**

4. INVOICES

#### 4.1 Invoice Schedule

The Consultant shall invoice IDRC according to the following schedule:

\_\_\_\_\_

#### 4.2 Invoice Submission Instructions

Invoices and any required backup documentation must be sent electronically to: <u>invoices-factures@idrc.ca</u>

Invoices must be set out as follows:

- IDRC's Contract number
- Invoice number
- Invoice Date
- Fees detailed description, daily rate and number of days or unit rate and number of units or fixed price
- Travel expenses, if applicable detailed description, quantity, and price (and include any required back up documents with invoice)
- Taxes Canadian GST (Goods and Services Tax) or HST (Harmonized Sales Tax), as applicable; Consultants not registered for Canadian GST purposes must itemize the taxes they paid and are charging back to IDRC
- Canadian GST/HST registration number, if applicable
- Currency

# **5. PAYMENTS**

#### 5.1 Payment Inquiries

RFP# 21220002

Payment inquiries should be sent electronically to: <u>ap-cc@idrc.ca</u>

#### **5.2 Payment Method**

All payments related to this Contract will be made based on information provided by the Consultant in the **Supplier, Tax and Bank Information form**, which will form part of the Contract and should be supplied from time to time to IDRC for updates to the information.

#### **5.3 Advance Payments**

IDRC will make no advance on fees and travel expenses.

#### **5.4 Conditions Precedent for Payment**

The following sets out the conditions precedent that the Consultant must comply with to ensure payment for Services and Deliverables pursuant to this Contract:

- a) Completion and delivery of the information requested in the Supplier, Tax and Bank Information form.
- b) Satisfactory performance of Services and satisfactory completion of Deliverables.
- c) Proper completion of invoice(s) as set out in the **Invoice section** above.

IDRC will issue payment of fees, and travel expenses if applicable, according to IDRC's standard payment period of **thirty (30)** calendar days. The payment period is measured from the date IDRC receives the duly completed Supplier, Tax and Bank Information form, or the date IDRC receives an acceptable invoice, or the date the Services and Deliverables are performed and delivered in acceptable condition as required in the Contract, whichever is latest. If the content of the invoice or the requisite form is incomplete, if the Services have not been performed in accordance with this Contract, or the Deliverables are not accepted by IDRC, the Consultant will be notified, and the payment period will be deferred until all deficiencies have been rectified to IDRC's satisfaction.

IDRC will reimburse the Consultant for applicable commodity taxes, net of input tax credits that have claimed directly from Canada Revenue Agency or the Consultant's country commodity tax offices.

IDRC will not pay more than one (1) day of fees per 24-hour period. IDRC will not pay any fee nor any travel expenses incurred after the Termination Date of the Contract.

Following the Termination Date, and payment of the final invoices, all taxes due and owing in relation to the provision of Services pursuant to this Contract are deemed to have been paid by IDRC. The Consultant will be liable for any tax claims, debts, actions or demands in relation to the Services provided pursuant to this Contract (hereinafter referred to as "Tax Claims") and the Consultant shall indemnify and hold IDRC harmless against said Tax Claims.

#### **6. SPECIAL CONTRACT CONDITIONS**

\_\_\_\_

# 7. CONTRACT DOCUMENTS

The Specific Terms and Conditions of the Contract, Attachment **A**- General Terms and Conditions of the Contract, Attachment **B**- Travel and Travel Expenses, and Attachment **C**- \_\_\_\_\_ constitute the entire Contract between the parties.

The Contract documents are complementary and what is called for in any one shall be binding as if called for by all. The Contract documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between them, the Contract documents shall have precedence among themselves in the order as listed above.

#### 8. CONTRACT ACCEPTANCE AND SIGNATURES

By signing this Contract, each party accepts the contents of the Contract.

This Contract will become effective when all the parties have signed it. The date this Contract is signed by the last party to sign (as indicated by the date associated with the party's signature) will be deemed the date of this Contract.

CONSULTANT	IDRC	
By:	Ву:	
Signed	Signed	
Printed Name	Printed Name	
Title	Title	
Date	Date	
Attach: - Attachment <b>A</b> – General Terms and	d Conditions of the Contract	

- Attachment **B** – \_\_\_\_\_

# **ATTACHMENT A - General Terms and Conditions of the Contract**

#### **A1. DEFINITIONS**

For the purposes of this Contract:

"Commencement Date" shall mean the date on which the Services are to commence.

"Confidential Information" shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, source codes, and formulae related to the current, future, and proposed products and services of IDRC, and includes, without limitation, IDRC's information

concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, and marketing plans and information.

"Consultant" shall mean either the individual, institution, corporation or partnership retained pursuant to this Contract, and its employees, directors, officers, partners, subcontractors and agents, as applicable, and any other representative for whom the Consultant is responsible at law.

"Contract" shall mean the **Specific Terms and Conditions of the Contract**, including any and all **attachments** incorporated therein by reference. In the event of a conflict between the Specific Terms and Conditions versus the attachments, the Specific Terms and Conditions shall prevail.

"Day" means seven and a half hours (7.5) hours, unless otherwise specified in the Contract, and exclusive of meal breaks, with no provision for annual leave, statutory holidays and sick leave.

"Deliverables" means the items to be written, developed or prepared by the Consultant pursuant to this Contract, including, without limitation, all works of authorship, reports, recordings, information, documents, materials, or software, whether in hard copy or electronic form.

"Derivatives" shall mean: 1. any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted; 2. for patentable or patented material, any improvement thereon; and, 3. for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, and/or trade secret.

"IDRC" or "the Centre" means the International Development Research Centre.

*"Services"* mean the services to be provided by the Consultant in accordance with the Contract, including the Deliverables as set out in the Contract.

*"Termination Date"* shall mean the earlier of (a) the date on which all Services and Deliverables have been performed and delivered; (b) the end date as specified in the Contract; and (c) the date on which the Contract terminates by operation of the Termination provisions contained in this Contract.

#### **A2. TIME OF ESSENCE**

Time shall be of the essence of every provision of this Contract.

#### **A3. ENTIRE AGREEMENT**

This Contract supersedes all previous Contracts and correspondence, oral or written, between IDRC and the Consultant, pertaining to the subject matter of this Contract, and represents the whole and entire understanding between the parties. No modification, variation or amendment of it shall be binding upon the parties unless it is in writing and signed by both parties.

#### A4. NON-EXCLUSIVITY

This Contract shall not grant the Consultant exclusivity of supply. IDRC may perform services or develop items similar or identical to the Services or Deliverables, or obtain them from any third party.

#### **A5. WARRANTY**

The Consultant covenants that it will provide its Services pursuant to this Contract in a diligent and workmanlike manner, with regard to the best interests of IDRC, and warrants that its personnel possess the skill and experience necessary to the satisfactory performance of the Services.

#### A6. TAXES

IDRC is subject to applicable commodity and other tax legislation and regulations in Canada and is generally not exempt from paying HST/GST on goods and services it procures, unless otherwise specified in the Contract. Additionally, IDRC is subject to applicable tax legislation and regulations in force in the countries where its regional offices are located.

IDRC will **withhold** and remit to the Canada Revenue Agency (CRA), **15% of fees and non-exempt travel expenses of non-Canadian resident** Consultants performing work in Canada unless the Consultant provides to IDRC a Contractspecific waiver from the CRA. Such funds can be reclaimed by the Consultant from the CRA or from their own governments, as the case may be. Non-Canadian resident Consultants that are travelling to Canada to perform work can contact the CRA to obtain additional information about the current regulations and waivers. The main CRA website can be found at <u>http://www.cra-arc.gc.ca</u>.

#### **A7. INVOICES**

Invoice requirements are noted in the Invoices section of the Specific Terms and Conditions of the Contract.

#### **A8. PAYMENTS**

Conditions precedent for payment are noted in the **Payments section** of the **Specific Terms and Conditions of the Contract.** 

#### **A9. TERMINATION**

**Termination for Cause:** In addition to or in lieu of any other remedies that IDRC has in law or in equity, IDRC may terminate this Contract immediately without notice in the event:

- a) The Consultant breaches any material term of this Contract, and fails to remedy such breach within thirty (30) calendar days of receiving notice to do so by IDRC.
- b) IDRC, in its sole discretion, determines that the Consultant made a misrepresentation during the process of selection.
- c) The Consultant:
  - i. ceases to carry on business,

**ii.** commits an act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act (*Bankruptcy and Insolvency Act, R.S., 1985, c. B-3*) or is deemed insolvent within the meaning of the Winding-up and Restructuring Act, *R.S., 1985, c. W-11*) or makes an assignment, against whom a receiving order has been made under the applicable bankruptcy legislation or in respect of whom a receiver, monitor, receiver-manager or the like is appointed, or

**iii.** becomes insolvent or makes an application to a court for relief under the Companies' Creditors Arrangement Act, the Bankruptcy and Insolvency Act or the Winding Up and Restructuring Act (*Companies' Creditors Arrangement Act, R.S., c. C-25*) or comparable local legislation.

**Termination without Cause**: IDRC may at any time by notice in writing suspend the work of the Consultant or any part thereof. This Contract may be terminated in its entirety or in part by IDRC upon written notice. On such termination or suspension, the Consultant shall have no claim for damages, compensation, or loss of profit against IDRC except

payment for Services performed and Deliverables submitted up to the date of notice of such suspension or termination, or completed thereafter in accordance with the notice.

#### A10. INSURANCE

The Consultant is responsible for taking out at its own expense any insurance deemed necessary while executing this Contract.

If the Consultant will be working on-site at IDRC, the Consultant shall maintain during the term of this Contract, Commercial General Liability insurance in the amount of not less than CAD 5,000,000.00 inclusive per occurrence, with IDRC named as "additional insured", unless otherwise specified in the Contract.

Upon the request of IDRC, the Consultant shall provide the insurer's certificate.

#### A11. USE OF IDRC PROPERTY

Access to Information Systems and Electronic Communication Networks: During the course of this Contract, the Consultant may be provided with access to IDRC information systems and electronic communication networks. The Consultant, on behalf of its/his/her employees, subcontractors and representatives, agrees to abide by IDRC policies concerning use of such information systems and networks. IDRC will provide the Consultant with any such policies upon commencement of Services pursuant to this Contract, or as such policies are put into effect, and the Consultant will make such policies known to its personnel, and will take such steps as are necessary to ensure compliance with such policies.

Access to IDRC Premises: The parties agree that reasonable access to IDRC's premises by Consultant's authorized personnel and which is necessary for the performance of the Services hereunder, in accordance with the terms of this Contract, shall be permitted during normal business hours of IDRC. The Consultant agrees to observe all IDRC security requirements and measures in effect at IDRC's premises to which access is granted by this Contract.

# A12. SUB-CONTRACTORS, SUCCESSORS AND ASSIGNEES

The Consultant is prohibited from entering into any sub-contract, designating any successor or assigning any rights under this Contract without the express written consent of IDRC.

#### A13. RELATIONSHIP WITH IDRC

Nothing in this Contract shall be deemed in any way or for any purpose to constitute the parties hereto partners in the conduct of any business or otherwise. The Consultant shall have no authority to assume or create any obligation whatsoever, expressed or implied, in the name of IDRC, or to bind IDRC in any manner whatsoever.

The Consultant acknowledges and agrees that, in carrying out this Contract, the Consultant is acting as an independent contractor and not as an employee of IDRC. The Consultant shall be responsible for all matters related to it or its employees including but not limited to deducting or remitting income tax, Canada Pension Plan contributions, Employer Insurance contributions or any other similar deductions required to be made by law for employees. The Consultant agrees to indemnify IDRC in respect of any such remittances which may be subsequently required by the relevant authorities, together with any related interest or penalties which IDRC may be required to pay.

# A14. CONFIDENTIALITY OF INFORMATION

**Non-Disclosure and Non-Use of Confidential Information:** The Consultant agrees that it will not, without authority, make use of, disseminate or in any way disclose any Confidential Information to any person, firm or business.

The Consultant shall take all reasonable precautions at all times (and in any event, efforts that are no less than those used to protect its own confidential information) to protect Confidential Information from disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this Contract.

The Consultant agrees that it, he, or she shall disclose Confidential Information only to those of its, his, or her employees or subcontractors who need to know such information and certifies that such employees or subcontractors have previously agreed, either as a condition to employment or service or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Contract.

The Consultant will immediately give notice to IDRC of any unauthorized use or disclosure of the Confidential Information. The Consultant agrees to indemnify IDRC for all damages, costs, claims, actions and expenses (including court costs and reasonable legal fees) incurred by IDRC as a result of the Consultant's failure to comply with its obligations under this section. The Consultant further agrees to defend and participate in the defence of any claim or suit alleging that IDRC has a liability with regard to any unauthorized disclosure, provision or making available of any Confidential Information the Consultant may have acquired from a third party.

**Exclusions from Nondisclosure and Non-use Obligations:** The Consultant's obligations under the preceding subsection with respect to any portion of the Confidential Information shall terminate when the Consultant can document that:

- a) it was in the public domain at or subsequent to the time it was communicated to the Consultant by IDRC through no fault of the Consultant;
- b) it was rightfully in the Consultant's possession free of any obligation of confidence at or subsequent to the time it was communicated to Consultant by IDRC; or
- c) it was developed by the Consultant, its employees or agents independently of and without reference to any information communicated to the Consultant by IDRC.

A disclosure of Confidential Information (1) in response to a valid order by a court or other governmental body, (2) otherwise required by law, or (3) necessary to establish the rights of either party under this Contract, shall not be considered to be a breach of this Contract or a waiver of confidentiality for other purposes; provided, however, that the Consultant shall provide prompt written notice thereof to enable IDRC to seek a protective order or otherwise prevent such disclosure.

**Ownership of Confidential Information and Other Materials:** All Confidential Information and any Derivatives thereof, whether created by IDRC or the Consultant, remain the property of IDRC and no license or other rights to Confidential Information is granted or hereby implied.

The Consultant shall, on request, promptly return to IDRC all of its proprietary materials together with any copies thereof.

This section shall survive the termination of this Contract.

# A15. ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS

In consideration of the fees paid, the Consultant, its employees, subcontractors, successors and assignees expressly agree to assign to IDRC any copyright arising from the Deliverables. The Consultant hereby agrees to waive in favour of

RFP# 21220002

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IDRC any moral rights in the Deliverables. The Consultant shall secure any additional waivers of moral rights in the works in favour of IDRC, from personnel and subcontractors, as appropriate.

Furthermore, the Consultant may not use, reproduce or otherwise disseminate or authorize others to use, reproduce or disseminate such Deliverables without the prior written consent of IDRC.

#### A16. PATENT, TRADE MARK, TRADE SECRET AND COPYRIGHT INFRINGEMENT

The Consultant covenants that no Services or Deliverables to be provided to IDRC under this Contract will infringe upon or violate the rights of any third parties, including such parties' intellectual property rights. Without limiting the generality of the foregoing, the Consultant represents and warrants that no Services or Deliverables provided pursuant to this Contract will infringe any existing patent, trade mark, trade secret or copyright registered or recognized in Canada or elsewhere, with respect to or in connection with the intended use of the Services or Deliverables by IDRC.

The Consultant agrees to indemnify and hold IDRC harmless from and against any and all damages, costs, and expenses (including court costs and reasonable legal fees) incurred by IDRC as a result of the infringement or alleged infringement of any third party intellectual property rights, and further agrees to defend and participate in the defence of any claim or suit alleging that IDRC has a liability in this regard.

This section will survive termination of the Contract.

#### **A17. CONFLICT OF INTEREST**

The Consultant must avoid participating in activities or being in situations that place it, him, or her, in a real, potential or apparent conflict of interest that has the potential of influencing the Services and Deliverables being contemplated by this Contract.

The Consultant must not accept, directly or indirectly, for themselves or on behalf of any person or organization with whom they are in a close social, family or economic relationship, any gift, hospitality, or other benefit from any person, group, or organization having dealings with IDRC where such gift, hospitality, or other benefit could reasonably foreseeably influence the Consultant in the exercise of its, his or her official duties and responsibilities pursuant to this Contract.

#### A18. COMPLIANCE WITH LAWS

In performing services under this Contract, the Consultant shall be responsible for complying with all legislation of the country (countries) in which it, he, or she must work (including but not limited to laws pertaining to immigration, taxation, customs, employment and foreign exchange control).

It is the individual's responsibility to comply with the travel visa regulations of any country visited or in transit.

The overhead (included in fees) and allowances paid under this Contract include provision for complying with national legislation of the countries the Consultant may visit (including Canada). IDRC will not entertain any claim for work visas, work permits, etc., or any other costs relating to compliance with the national legislation of any country in the world.

#### A19. GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the Province of Ontario, Canada. Where a dispute cannot be resolved by mutual agreement, the parties agree that any legal action or claim must be brought

before the courts of the Province of Ontario, Canada, which will have exclusive jurisdiction over all such actions and claims.

#### A20. SEVERABILITY

The provisions of this Contract are severable, and the invalidity or ineffectiveness of any part shall not affect or impair the validity and effectiveness of remaining parts or provisions of this Contract.

#### A21. WAIVER

Failure by a party to enforce any right or to exercise any election provided for in this Contract shall not be considered a waiver of such right or election. The exercise of any right or election of this Contract shall not preclude or prejudice a party from exercising that or any other right or election in future.

#### **A22. FORCE MAJEURE**

Neither party shall be in default by reason of its delay or failure to perform its obligations by reason of strikes, lockout or other labour disputes (whether or not involving the party's employees), floods, riots, fires, acts of war or terrorism, explosions, travel advisories or any other cause beyond the party's reasonable control. Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them.

#### A23. NOTICES

Any notices, requests, or demands or other communication relating to this Contract shall be in writing and may be given by: 1. hand delivery, 2. commercial courier, 3. facsimile, 4. registered mail, postage prepaid, or, 5. electronic mail.

Any notice so sent shall be deemed received as follows: 1. if hand delivered, on delivery, 2. if by commercial courier, on delivery, 3. if by registered mail, three (3) business days after so mailing, or, 4. if by facsimile or electronic e-mail, on the date sent. The initial address and facsimile number for notice are set out in this Contract and may be changed by notice hereunder.

#### A24. REVIEW AND AUDIT

The Consultant agrees, if IDRC so requests at any time up to two (2) years following the Termination Date to:

- a) submit a complete financial accounting of expenses, supported by original (or certified copies of) invoices, timesheets or other documents verifying the transactions (excluding any receipts which have been submitted at the time of invoicing as deemed necessary according to the terms of the Contract);
- b) give officers or representatives of IDRC reasonable access to all financial records relating to the Services and Deliverables to permit IDRC to audit the use of its funds. This shall include books of account, banking records and, in the case of individuals, credit card statements.

This section will survive termination of the Contract.

#### A25. LANGUAGE

The parties have requested that this Contract and all notices or other communications relating thereto be drawn up in English. Les parties ont exigé que ce contrat ainsi que tous les avis et toutes autres communications qui lui sont relatifs soient rédigés en Anglais.

# **ANNEX B – Mandatory Requirements Checklist**

# **INSTRUCTIONS:**

As stated in **Section 3.2.1 Mandatory Requirements**, to qualify as an eligible Proponent, you must meet all the following requirements.

# PART 1: General Mandatory Requirements of this RFP

These general Mandatory Requirements will be confirmed by IDRC:

#	Mandatory Requirements
Mi.	Met submission close date and time
Mii.	Included all required files

# PART 2: Statement of Work Mandatory Requirements

As stated in in Section 4.6 Response to the Statement of Work, the Proponent must provide detailed information relative to each mandatory requirement. Indicate in the table, where in the Proponent's Proposal the response to the mandatory requirement can be found:

#### Example:

#	Mandatory Requirements	Compliant (yes or no)	Response
	RESOURCES		
M1.	Lead Resource must be bilingual.	yes	See page 3, heading "xxxxx", paragraph 3 and 4.

#### Mandatory Requirements in Response to the Statement of Work:

#	Mandatory Requirements	Compliant	Response
		(yes or no)	
	COMPANY		
M1.	Company - Executive Summary		
	The Proponent shall include a <b>short executive summary</b> highlighting the following:		
	<ul> <li>a. a description of the company outlining:</li> <li>the Proponent's business and specializations</li> </ul>		
	<ul> <li>the location of its head office and other offices (specify city and province only)</li> </ul>		
	<ul> <li>the total number of years the Proponent has been in business</li> </ul>		
	<ul> <li>details of any sub-contracting arrangements to be proposed</li> </ul>		
	<b>b.</b> a brief summary of what makes the Proponent's organization stand out from its competitors		

M2.	<ul> <li>Conflict of Interest</li> <li>The Proponent shall include as part of its Cover letter, a statement that the proponent does not have any real or perceived conflict of interest. Criteria for excluding certain individuals/organizations from undertaking the evaluation based on conflict of interest could include: <ul> <li>having been involved in the design, implementation or oversight of the activities;</li> <li>having received grant funding from IDRC in the recent past</li> <li>having a stake in what the evaluation uncovers.</li> </ul> </li> </ul>	
-	RESOURCES	
M3.	<ul> <li>All Proposed Resources - Outline</li> <li>The Proponent shall outline all proposed resources to be used in completing the project and include:</li> <li>a. their roles , structure and reporting relationships</li> <li>b. name, title, telephone #, email address, location (city and province only*)</li> </ul>	
M4.	All Proposed Resources - Bio The Proponent shall include an up-to-date bio of each proposed resource.	

# **ANNEX C – Rated Requirements Checklist**

# **INSTRUCTIONS:**

As stated in **Section 3.2.2 Rated Requirements**, the following requirements will be evaluated according to the degree to which they meet or exceed IDRC's requirements.

As stated in **Section 4.6 Response to the Statement of Work**, the Proponent **must provide detailed information relative to each Rated Requirement.** Indicate in the table, where in the Proponent's Proposal the response to the Rated Requirement can be found:

Example:

#	Rated Requirements	Response
	RESOURCES	
R1.	Demonstrate the qualifications of the Lead Resource.	See page 18, Annex B, section 1.1

# **RATED REQUIREMENTS:**

#### Rated Requirements in Response to the Statement of Work:

#	Rated Requirements	Weight	Response
	Resources	50	
R1.	Team Composition	10	
	The Proponent's team should be comprised of at least one international and one local		
	consultant, and with any other necessary ground support in Myanmar. The Proponent		
	should describe any past working relationships of the proposed team, as well as successes		
	and issues that may have arose.		
R2.	All Proposed Resources Experience-Demonstrate Experience	See a-	
	The Proponent's response should demonstrate the quality and level of expertise of its	е	
	proposed team by providing the following:	below	
a.	a one page up-to-date bio of each proposed resource that includes relevant work experience, education, and all relative professional designations and certifications.	6	
b.	Proposed Resources should have expertise in international development and research, and expertise in gender research is necessary. Please include a half-page summary how the team meets the above criteria.	8	
c.	Proposed Resources should have proven experience in the assessment of research training/capacity building in South-East Asia. Please provide examples of this experience in at least half a page.	8	
d.	Proposed Team should have familiarity with the Myanmar context, please include a summary that demonstrates meeting this requirement.	8	
e.	At least one member of the proposed team must have an excellent command of both	5	
	English and Myanmar language.		
R3.	All Proposed Resources- References	5	
	The Proponent's response should demonstrate the quality and level of expertise of its		
	proposed team by providing the following:		

	<b>a.</b> two (2) client references for whom similar services have been done. This shall include: company name, client contact name, contact title, contact telephone number, email address, service period and services provided.		
	METHODOLOGY	40	
R4.	Understanding of IDRC and SOW	10	
	The Proponent should demonstrate that it has a complete understanding of:		
	a. IDRC; and		
	<b>b.</b> the objectives and requirements in Annex <b>B</b> – Statement of Work		
R5.	Approach	See a-c	
	The Proponent should describe its approach to successfully deliver the requirements of the	below	
	evaluation by providing the following: (10 pages max). And include the below criteria.		
а.	A detailed plan to fulfil the parameters outlined in the Statement of Work	20	
b.	A project schedule detailing milestones and accounting for delays related to COVID-	5	
	19 and socio-political upheaval, any limitations and a risk mitigation plan.		
c.	A communications strategy considering that the evaluation team will need to be	5	
	available for intensive on-line communications throughout, and for travel to Yangon for a		
	period (contingent on the COVID-19 travel restrictions)		