**SELECTION OF CONSULTANTS**

**REQUEST FOR PROPOSALS**

**(DIRECT RFP WITHOUT EOI)**

**(for other than Supervision[[1]](#footnote-1) and without use of e-procurement)**

**(value upto US$ 2M equivalent)**

**RFP No.:** *NT-1/1431/2022*

**Consulting Services for:** *Consultancy Services for the Preparation of Development Plan for Chengalpattu New Town 2025 - 2045*

**Client:** *Chennai Metropolitan Development Authority*

**Country:** *India*

**Project:** *Urban Mobility and Spatial Development.*

**Issued on:** *08.05.2023*

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PART I

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Section 1. Letter of Invitation

**Letter of Invitation**

**Consulting Services**

**Name of Assignment:** Consultancy Services for the Preparation of Development Plan for Chengalpattu New Town 2025 - 2045

**RFP Reference No.:** *NT-1/1431/2022*

**Loan No.:**

**Location and Date:** Chennai, 08.05.2023

Dear Mr. /Ms.:

1. The Government of Tamil Nadu (GoTN) (hereinafter called “Borrower”) has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “loan” (hereinafter called “loan”) toward the cost of Urban Mobility and Spatial Development. The Chennai Metropolitan Development Authority (CMDA)*,* an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.
2. The Chennai Metropolitan Development Authoritynow invites sealed proposals to provide the following consulting services (hereinafter called “Services”): *Consultancy Services for the Preparation of Development Plan for Chengalpattu New Town 2025 - 2045*. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost based Selection - Lump-Sum proceduresand in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s “[Procurement](http://www.worldbank.org/html/opr/procure/guidelin.html) Regulations for IPF Borrowers” July 2016 (“Procurement Regulations”) as amended 20 November 2020, which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)
4. The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Lump-Sum)

1. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Member Secretary,

Chennai Metropolitan Development Authority,

Thalamuthu Natarajan Building,

No.1,Gandhi Irwin Road,

Egmore, Chennai – 600 008, India

Telephone: 044 - 28414855,

E-mail umsdprocurementcmda@gmail.com *&* *mscmda@tn.gov.in*

Section 2. Instructions to Consultants and Data Sheet

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**Instructions to Consultants**

A. General Provisions

|  |  |
| --- | --- |
| Definitions | 1. **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
2. **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
3. **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
4. **“Borrower”** means the Government, Government agency or other entity that signs the *[loan/financing/grant[[2]](#footnote-2)]* agreement with the Bank.
5. **“Client”** means the implementing agencythat signs the Contract for the Services with the selected Consultant.
6. **“Client’s Personnel”** is as defined in Clause GCC 1.1 (e).
7. **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
8. **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
9. **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
10. **“Day”** means a calendar day, unless otherwise specified as **“Business Day”.** A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
11. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
12. **“Government”** means the government of the Client’s country.
13. **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
14. **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
15. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
16. **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the Consultants with all information needed to prepare their Proposals.
17. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
18. **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
19. **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
20. **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
21. **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
22. **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
23. **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
 |
| Introduction | * 1. The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
	2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
	3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
	4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.
 |
| Conflict of Interest  | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
	2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
		1. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
 |
| **a. Conflicting Activities** | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.  |
| **b. Conflicting Assignments** | (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. |
| **c. Conflicting Relationships** | (iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract. |
| Unfair Competitive Advantage | * 1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
 |
| Fraud and Corruption | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section 6.
	2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
 |
| Eligibility | * 1. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.
	2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.
	3. As an exception to the foregoing ITC 6.1 and ITC 6.2 above:
 |
| **a. Sanctions** | * + 1. A Consultant that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the Data Sheet**.
 |
| **b. Prohibitions** | * + 1. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| **c. Restrictions for State-Owned Enterprises** | * + 1. State-owned enterprises or institutions in the Borrower’s country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
 |
| **d. Restrictions for Public Employees** | * + 1. Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower. |
| B. Preparation of Proposals |
| General Considerations | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
 |
| Cost of Preparation of Proposal | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
 |
| Language  | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
 |
| Documents Comprising the Proposal | * 1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
	2. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).
	3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
 |
| Only One Proposal | * 1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
 |
| Proposal Validity | * 1. Proposals shall remain valid until the date specified **in the** **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
	2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
	3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
 |
| **a. Extension of Proposal Validity** | * 1. The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.
	2. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
	3. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
 |
| **b. Substitution of Key Experts at Validity Extension**  | * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
	2. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank’s no objection.
 |
| **c. Sub-Contracting** | * 1. The Consultant shall not subcontract the whole of the Services.
 |
| Clarification and Amendment of RFP  | * 1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
		1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
		2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
	2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
 |
| Preparation of Proposals Specific Considerations | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:
		1. If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so.
		2. The Client may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.
		3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
		4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes,is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
 |
| Technical Proposal Format and Content | * 1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.* 1. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
 |
| Financial Proposal | * 1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
 |
| **a. Price Adjustment**  | * 1. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
 |
| **b. Taxes** | * 1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**.
 |
| **c. Currency of Proposal**  | * 1. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
 |
| **d. Currency of Payment** | * 1. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
 |
| C. Submission, Opening and Evaluation |
| Submission, Sealing, and Marking of Proposals | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
	2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
		1. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
	3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
	4. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
	5. The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**Technical Proposal**”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]**.”
	6. Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**Financial Proposal**” “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “**Do Not Open With The Technical Proposal**.”
	7. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
	8. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
	9. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
 |
| Confidentiality | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
	2. Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.
	3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.
 |
| Opening of Technical Proposals | * 1. The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
	2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
 |
| Proposals Evaluation | * 1. Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.
	2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
 |
| Evaluation of Technical Proposals | * 1. The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
 |
| Financial Proposals for QBS | * 1. Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
	2. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
 |
| Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) | * 1. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
1. their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
2. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;
3. their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
4. notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
	1. The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
5. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
6. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;
7. their Financial Proposal will be opened at the public opening of Financial Proposals; and
8. notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
	1. The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 31.1.
	2. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.
	3. The Financial Proposals shall be opened publicly by the Client’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
 |
| Correction of Errors | * 1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
 |
| **a. Time-Based Contracts** | 24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| **b. Lump-Sum Contracts** | 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.  |
| Taxes | * 1. The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**.
 |
| Combined Quality and Cost Evaluation |  |
| * 1. **Quality and Cost-Based Selection (QCBS)**
 | * 1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
 |
| **b. Fixed-Budget Selection (FBS)** | * 1. In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
	2. The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
 |
| **c. Least-Cost Selection** | * 1. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.
 |
| D. Negotiations and Award |
| Negotiations | * 1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.
 |
| **a. Availability of Key Experts** | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
	2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
 |
| **b. Technical Negotiations** | * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
 |
| **c. Financial Negotiations** | * 1. The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.
	2. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
	3. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
 |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.
	2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
 |
| Notification of Award  | * 1. Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award NoticeWithin ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: 1. name and address of the Client;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
4. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
5. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and
6. successful Consultant’s Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.
	1. The Contract Award Notice shall be published on the Client’s website with free access if available, or in at least one newspaper of national circulation in the Client’s Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.
 |
| Signing of Contract | * 1. The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
	2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
 |
| Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.
 |

Section 2. Instructions to Consultants

E.  Data Sheet

*[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the Consultants]*

|  |  |
| --- | --- |
| **ITC** **Reference** | **A. General** |
| **2.1** | **Name of the Client:** Chennai Metropolitan Development Authority**Method of selection**: QCBS-Lump Sum as per the Procurement Regulations for IPF Borrowers dated July 2016 as amended 20 November 2020(available on www.worldbank.org) |
| **2.2** | **Financial Proposal to be submitted together with Technical Proposal**:Yes. **The name of the assignment is**: “Consultancy Services for the Preparation of Development Plan for Chengalpattu New Town 2025 - 2045” |
| **2.3** | **A pre-proposal conference will be held**: Yes Date of pre-proposal conference: 15.05.2023 Time: 11.30 hrs.Address: Chennai Metropolitan Development Authority, ‘Thalamuthu Natarajan Building, *No.1,* Gandhi Irwin Road, Egmore , Chennai – 600 008 , IndiaTelephone: 044 – 28414855 Ext: 406E-mail: *umsdprocurementcmda@gmail.com* *&* *mscmda@tn.gov.in*Contact person/conference coordinator: The Chief Planner, Area Development Unit, CMDA |
| **2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: **Not Applicable** |
| **4.1** | **Not Applicable.** |
| **6.3.1** | **A list of debarred firms and individuals is available at the Bank’s external website***:* [www.worldbank.org/debarr](http://www.worldbank.org/debarr)  |
| **B. Preparation of Proposals** |
| **9.1** | **This RFP has been issued in the English language.** **Proposals shall be submitted in Englishlanguage.****All correspondence exchange shall be in English language.** |
| **10.1** | **The Proposal shall comprise the following.** **For FULL TECHNICAL PROPOSAL (FTP):** **1st Inner Envelope with the Technical Proposal:**1. Power of Attorney to sign the Proposal
2. TECH-1
3. TECH-2
4. TECH-3
5. TECH-4
6. TECH-5
7. TECH-6

AND**2nd Inner Envelope with the Financial Proposal:**(1) FIN-1(2) FIN-2(3) FIN-3(4) FIN-4(5) Statement of Undertaking (if required under Data Sheet 10.2 below) |
| **10.2** | **Statement of Undertaking is required:** Yes. |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:** Yes. |
| **12.1** | **Proposals must remain valid for** 120 days after the proposal submission deadline. |
| **13.1** | **Clarifications may be requested no later than****15(fifteen)****days prior to the submission deadline.**The contact information for requesting clarifications is: The Chief Planner, ADU, CMDA Telephone: 044 – 28414855 Ext: 406E-mail: umsdprocurementcmda@gmail.com  |
| **14.1.2**(do not use for Fixed Budget method) | **Estimated input of Key Experts’ time-input: 528 weeks (total time inputs of all key experts-core team)**  |
| **14.1.3**for time-based contracts only | **Not Applicable** |
| **14.1.4 and 26.2**use for Fixed Budget method | **Not Applicable** |
| **15.1** | Delete from the first sentence of ITC 15.1, the following: ‘and shall comprise the documents listed in the **Data Sheet**’. |
| **15.2** | **The format of the Technical Proposal to be submitted is**: Full Technical Proposal (FTP)Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **16.1** | *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;**(2) cost of travel by the most appropriate means of transport and the most direct practicable route;**(3) cost of office accommodation, including overheads and back-stop support;**(4) communications costs;**(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;**(6) cost of reports production (including printing) and delivering to the Client;**(7) other allowances where applicable and provisional.**(8) Cost of such further items activities required for purposes of the Services not covered in the foregoing* |
| **16.2** | Delete from ITC 16.2, the following: ‘foreign and/or’.**A price adjustment provision applies to remuneration rates:** No.  |
| **16.3** | **Information on the Consultant’s tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in** Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India.Statutory deductions of taxes at source (TDS), however, shall be made as applicable.The above only are to be shown separately in the financial proposal. |
| **16.4** | **The Financial Proposal shall be submitted in** Indian Rupees. |
| **16.5** | **Payments under the Contract shall be made in** Indian Rupees. |
| **C. Submission, Opening and Evaluation** |
| **17.1** | **The Consultants shall not have the option of submitting their Proposals electronically.**  |
| **17.4** | **The Consultant must submit:**(a) **Technical Proposal:** one (1) original and two copies;(b) **Financial Proposal:** one (1) original.  |
| **17.7 and 17.9** | **The Proposals must be submitted no later than:****Date : 9th June 2023****Time :15.00 hrs. Local Time.** **The Proposal submission address is:** The Member Secretary,Chennai Metropolitan Development Authority, Thalamuthu Natarajan Building, *No.1,* Gandhi Irwin Road, Egmore, Chennai – 600 008, India |
| **19.1** | **An online option of the opening of the Technical Proposals is offered:** No**The opening shall take place at:**CMDA, Master Plan Unit, 3rd Floor, Thalamuthu Natarajan Building, *No.1,* Gandhi Irwin Road, Egmore, Chennai – 600 008, India*.* **Date**: same as the submission deadline indicated in 17.7.**Time:***15.30hrs local time*In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals:** N/A |
| **21.1**[for FTP] | Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below. **Part A: Mandatory Criteria:**

|  |  |  |
| --- | --- | --- |
| **S. No:** | **Criteria** | **Documents Required** |
| 1. | Lead consultant’s average annual turnover should be over Rs.5 crores for the last three financial years | Financial turnover Statement from CA along with Profit & Loss statements  |

**Part B: Evaluation Criteria:**Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:Points(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[20]*

|  |  |  |
| --- | --- | --- |
| ***Parameter*** | ***Evaluation Criteria*** | ***Max. Marks*** |
| *Preparation of Development Plan / Master Plan / City Development Plan for cities/towns with a population of in the last 7(seven) years**Should have completed at least three (3) assignments of similar nature (city-wide, regional or national scale with inputs of the consultant exceeding Rs. 2 crores (US$260,000) in any of the following areas in the last (7) seven years:* 1. *a. Preparation of Master Plan*
2. *b. preparation of Development Plan.*
3. *c. preparation of New Town Development Plan*
 | *At least three (3) assignments completed in last 7 years= 10 marks.* *more than three (3) assignments = 5 marks each for additional National / International assignment subject to the maximum of 20 marks.* | *20 Marks* |

ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):**  *[30]**[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]*

|  |  |  |
| --- | --- | --- |
| ***Parameter*** | ***Evaluation Criteria*** | ***Max. Marks*** |
| 1. *Proposed conceptual approach, methodology work plan and staffing schedule*
 | 1. *1. Demonstration of understanding of the Consultancy*
2. *2. Approach and Methodology for meeting the requirements outlined in the Terms of Reference including value additions suggested*
3. *3. Methodology, workplan, time allocation (including field-based time vs. home-based time for core staff), and risk management for meeting the requirements of the ToR.*
 | *10 marks**10 marks**10 marks*  |

(iii) **Key Experts’ qualifications and competence for the Assignment:***{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*1. *Position K-1:* Team Leader *……………………………….[7]*
2. *Position K-2:* Deputy Team Leader-cum-

Land/Housing Expert....………………...*[5]*1. *Position K-3:* Urban Planner and

Project Coordinator …...………………....*[3]*1. *Position K-4:* Transportation Planner ………………...*[5]*
2. *Position K-5:* Urban Designer ………………..….........*[5]*
3. *Position K-6:* Urban Economist ……………………….*[5]*
4. *Position K-7:* GIS Expert…………....…………………*[3]*
5. *Position K-8:* Infrastructure Planner………………… *[5]*
6. *Position K-9:* Environmental Planner ..……………… *[5]*
7. *Position K-10:* Social Development Specialist……......*[4]*
8. *Position K-11:* Communication Expert………………...*[3]*

**Total points for criterion (iii):** *[50]*The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:1) General qualifications (general education, training, and experience): *[20 %]*2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)*: [70%]*3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):  *[10 %]***Total weight: 100%****Total points for the four criteria*:* 100** **The minimum technical score (St) required to pass is***:***75** |
|  | **Public Opening of Financial Proposals**  |
| **23.4** | **An online option of the opening of the Financial Proposals is offered:** No. |
| **23.5** | Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.Any interested party who wishes to attend this public opening should contact The Chief Planner, ADU, CMDA Telephone: 044 – 28414855 Ext: 406 and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available.In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day. |
| **25.1**  | For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract’s invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. |
| **26.1** **(QCBS only)** | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.****The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.*[or replace with another inversely proportional formula acceptable to the Bank]***The weights given to the Technical (T) and Financial (P) Proposals are**:**T** = 80%**P** = 20%Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |
|  | **D. Negotiations and Award** |
| **27.1** | **Expected date and address for contract negotiations:** **Date**: June 2023**Address:** CMDA, Thalamuthu Natarajan Building, No.*1,* Gandhi Irwin Road, Egmore, Chennai – 600 008, India  |
| **29** | Replace ITC 29 with the following:“29.1 After completing the negotiations, and obtaining the Bank’s no objection to the negotiated draft Contract, if applicable, the Client shall, send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. Contract Award NoticeWithin ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: 1. name and address of the Client;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
4. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and
5. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

29.2 The Contract Award Notice shall be published on the Client’s website with free access if available, or in at least one newspaper of national circulation in the Client’s Country, or in the official gazette.” |
| **30.1** | Replace ITC 30 with the following:**“**The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof.” |
| **30.2** | **Expected date for the commencement of the Services:****Date**: August 2023**at**: *Chennai* |
| **31.1** | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to:**For the attention**: **Title/position**: The Chief Planner, Area Development Unit**Client**: CMDA**Email address***:* umsdprocurementcmda@gmail.com In summary, a Procurement-related Complaint may challenge any of the following:1. the terms of this Request for Proposal;
2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and
3. the Client’s decision to award the contract.
 |

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { }throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

###### Checklist of Required Forms

|  |  |  |
| --- | --- | --- |
| **Required for FTP or STP****** | **FORM** | **DESCRIPTION** |
| **FTP** | **STP** |  |  |
| **** | **** | TECH-1 | Technical Proposal Submission Form.  |
| **** If applicable | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.  |
| **** If applicable | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members |
| **** |  | TECH-2 | Consultant’s Organization and Experience.  |
| **** |  | TECH-2A | A. Consultant’s Organization |
| **** |  | TECH-2B | B. Consultant’s Experience |
| **** |  | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. |
| **** |  | TECH-3A | A. On the Terms of Reference |
| **** |  | TECH-3B | B. On the Counterpart Staff and Facilities |
| **** | **** | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |
| **** | **** | TECH-5 | Work Schedule and Planning for Deliverables |
| **** | **** | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)  |

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

###### Form TECH-1

**Technical Proposal Submission Form**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

 We, the undersigned, offer to provide the consulting services for Consultancy Services for the Preparation of Development Plan for Chengalpattu New Town 2025 – 2045 in accordance with your Request for Proposals (RFP) dated *8th May 2023* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope*.*

 {If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us until for the period of time specified in the Data Sheet, ITC 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5*.*

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council.

 (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.

 (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations.

 (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

 We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

##

Form TECH-2 **(for Full Technical Proposal Only)**

**Consultant’s Organization and Experience**

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

**A - Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last *[*7*]* years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| **Duration** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Client & Country of Assignment** | **Approx. Contract value (in Rs.)/ Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| {e.g., Jan.2009– Apr.2010} | {e.g., “Improvement quality of...............”: designed master plan for rationalization of ........; } | {e.g., Ministry of ......, country} | {e.g., Rs.1 mill/Rs. 0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
|  |  |  |  |  |
| {e.g., Jan-May 2008} | {e.g., “Support to sub-national government.....”: drafted secondary level regulations on..............} | {e.g., municipality of........., country} | {e.g., Rs. 0.2 mil/Rs. 0.2 mil} | {e.g., sole Consultant} |
|  |  |  |  |  |

Form TECH-3 **(for Full Technical Proposal)**

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 **(for Full Technical Proposal Only)**

**Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}
4. Risk Management

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

d) ***Risk management:*** {identify key risks that can substantively impact the delivery of outputs against proposed timelines, followed by risk management strategy proposed to manage these risks}

Form TECH-5 **(****for FTP and STP)**

**Work Schedule and planning for deliverables**

|  |  |  |
| --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Report A |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection  |   |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) inception report  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

Form TECH-6 **(for FTP and STP)**

**Team Composition, Assignment, and Key Experts’ inputs**

|  |  |  |  |
| --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5)** | **Total time-input** **(in Months)** |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [*Home]* | [2 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
| **NON-KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** |  |  |  |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input

 Part time input

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:**  | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** |  |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country**  | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2005-present] | [e.g., Ministry of ……, advisor/consultant to…For references: Tel…………/e-mail……; Mr. Hbbbbb, deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| Detailed Tasks Assigned on Consultant’s Team of Experts:  | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}  |  |
|  |  |
|  |  |

 **Expert’s contact information:** (e-mail …………………., phone……………)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

 {day/month/year}

Name of Expert Signature Date

 {day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

**Form FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To:

The Member Secretary

Chennai Metropolitan Development Authority,

Thalamuthu Natarajan Building,

*No.1,* Gandhi Irwin Road,

Egmore, Chennai – 600 008, India.

Dear Sirs:

 We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rs. {Insert amount in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is Rs. {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

 Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

 Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

 Name and Address Amount and Purpose of Commission

 of Agents Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

 We understand you are not bound to accept any Proposal you receive.

 We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form FIN-2 Summary of Costs**

|  |  |
| --- | --- |
| Item | **Cost** |
| {Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**} |
| In Indian Rupees (Rs.) |
| **Cost of the Financial Proposal**  |  |
| Including: |  |
| (1) **Remuneration**  |  |
| (2)**Reimbursables** |  |
| **Total Cost of the Financial Proposal:**{Should match the amount in Form FIN-1} |  |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** |
| Total Estimate for GST: |  |

FORM FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client.

**This Form shall not be used as a basis for payments under Lump-Sum contracts**

|  |
| --- |
| **A. Remuneration**  |
| **No.** | **Name** | **Position (as in TECH-6)** | **Person-month Remuneration Rate** | **Time Input in Person/Month**(from TECH-6) | **Total in Rs.** |
|  | **Key Experts** |  |  |  |  |
| K-1 |  |  | [*Home*] |  |  |
|  | [*Field*] |  |  |
| K-2 |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Non-Key Experts**  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |
| N-2 | [*Field*] |  |  |
|  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  | Total Costs (Rs.) |  |

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. **Review of Remuneration Rates**
	1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
	2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
	3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
	4. Rate details are discussed below:
2. Salary is the gross regular cash salary or fee paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
3. Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the “Salary” and should be shown separately. Where the Consultant’s accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months’ pay be given for 12 months’ work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
4. Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert’s replacement has been provided is not considered social charges.
5. Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

 Leave cost as percentage of salary = 

 Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

 Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

1. Overheads are the Consultant’s business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant’s staff monitoring the project, rent of headquarters’ office, support staff, research, staff training, marketing, etc.), the cost of Consultant’s personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
2. Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
3. Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

**Sample Form**

Consultant: Country:

Assignment: Date:

**Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm’s payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant’s Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative Date

Name:

Title:

**Consultant’s Representations Regarding Costs and Charges**

**(Model Form I)**

(Expressed in Rs.)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Personnel | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic Remuneration Rate per Working Month/Day/Year | Social Charges1 | Overhead1 | Subtotal | Profit2 | Away from Home Office Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour1 |
| Home Office |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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| Client’s Country |  |  |  |  |  |  |  |  |
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1. Expressed as percentage of 1

2. Expressed as percentage of 4

**Form FIN-4 Breakdown of Reimbursable Expenses**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client.

**This form shall not be used as a basis for payments under Lump-Sum contracts**

|  |
| --- |
| B. Reimbursable Expenses |
| **N°** | **Type of Reimbursable Expenses** | **Unit** | **Unit Cost** | **Quantity** | In Indian Rupees (Rs.) |
|  | {e.g., Per diem allowances\*\*} | {Day} |  |  |  |
|  | {e.g., International flights} | {Ticket} |  |  |  |
|  | {e.g., In/out airport transportation}  | {Trip} |  |  |  |
|  | {e.g., Communication costs between Insert place and Insert place} |  |  |  |  |
|  | {e.g., reproduction of reports} |  |  |  |  |
|  | {e.g., Office rent} |  |  |  |  |
|  | .................................... |  |  |  |  |
|  | {Training of the Client’s personnel – if required in TOR} |  |  |  |  |
|  Total Costs |  |

Legend*:*

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

**In reference to ITC 6.3.2,** for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

**(This Section 6, Fraud and Corruption shall not be modified)**

1. **Purpose**
	1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[3]](#footnote-3) (ii) to be a nominated[[4]](#footnote-4) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[5]](#footnote-5) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Section 7. Terms of Reference

1. **A) Background:**

 The 15th Finance Commission (FC) of the Government of India in its report for the year 2021 – 2022 to 2025-26 has emphasized the importance of both rejuvenation of old cities as well as the setting up of new cities. In this regard, CMDA is in the process of preparing New Town Development Plans for Thirumazhisai, Minjur, Thiruvallur, Chengalpattu, and Kancheepuram and their respective surrounding areas.

 The Hon’ble Minister for Housing and Urban Development Department, GoTN on the floor of the legislative assembly during the discussion on demands for grants has announced that *“To develop urban growth centers such as Thirumazhisai, Minjur, Thiruvallur, Chengalpattu and Kancheepuram and their respective surrounding areas as satellite towns, separate New Town Development Plans for each will be prepared by CMDA.* Subsequently, the New Town Development Plan for Chennai Metropolitan Area (Preparation, Publication, and Sanction) Rules, 2022 was issued in G.O.Ms. 150, H & UD Dept under Section 18 of Tamil Nadu Town and Country Planning Act, 1971. The Proposal and Terms of Reference in connection with the Consultancy services for “**Preparation of Development plan for Chengalpattu New town 2025 - 2045”** in line with the New Town Development Plan rules, 2022 is discussed further. The brief history, geographic features and context summary of Chengalpattu is included in Annex 1.

**B) Need for the Chengalpattu New Town:**

 Being a newly formed District, the administrative capacity building is in progress and hence there is great potential to develop the present node into an Urban Growth center by improving the existing Physical, Social, and Economic Infrastructure. The preparation of a Development Plan for Chengalpattu is also needed in due course owing to the Proposed Extended CMA boundary encompassing a major portion of the Chengalpattu district, thereby attracting population growth and a shift in Economic dynamics. Further, theDevelopment Plan shall aim to create a balance of competing environmental & economic development goals, identify tools to limit urban sprawl, and control haphazard growth based on carrying capacities.

For the Delineation of the Planning Area boundary, the following were considered:

1. Growth trends in the past decades
2. Major transit proposals include the Widening of the GST road, Elevated corridor from the Airport to Chengalpattu, Chennai Peripheral Ring Road
3. New infrastructure projects including Chengalpattu District Headquarters, New Bus Terminus, Kovalai Lake Rejuvenation, etc., and
4. Ecologically sensitive areas include the Palar river, Kolavai Lake, Reserve forests, and Hillocks,

The Proposed Chengalpattu New Town Planning area includes 60 villages from Chengalpattu, Thirukazhukundram & Thiruporur Taluk. The extent and population of the delineated area are tabulated in table A below:



**C) Support under the World Bank-financed Project**

The World Bank is providing support to the Government of Tamil Nadu in designing the Urban Mobility and Spatial Development (UMSD) project, which has three components: (i) strengthening integrated planning of infrastructure and service delivery, (ii) enhancing infrastructure and service implementation, and (iii) accelerating sustainable urban mobility through innovative financing.

Under the first component, Subcomponent 1a focuses on Integrated Spatial Planning based on Transit-Oriented Development (TOD) Principles. Specifically, this sub-component will finance spatial planning activities at different scales, spanning a more strategic perspective at the regional level, a concrete master plan at the metropolitan level, and detailed development plans at the neighborhood level, strengthening integration of land-use, mobility, and resilient urban infrastructure development. The preparation of the Chengalpattu New Town Detailed Development Plan will be financed under this subcomponent.

1. **Objective of the Consultancy**

The purpose of this TOR is to engage a consultant for the Preparation of a Development plan for Chengalpattu New town 2025 – 2045, considering the overall vision for Holistic Growth in terms of Physical, Social, Economic, and Environmental aspects by harnessing the existing potential. The New Town Development Plan should be prepared following the “New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022”, thereby

* To Establish a good practice in the preparation of development plans for new urban growth centers at the micro level over a 20-year planning horizon and also become a basis for informed changes in the larger macro level Regional Plan preparation underway.
* To develop Guiding strategies for the integration of contemporary sustainable growth management concepts in the New Town Development Area, including, but not limited to:
	1. Integrated Land Use, Infrastructure & Transportation
	2. Economic Development
	3. Citizen Participation
	4. Socially Inclusive Growth
	5. Climate Change
	6. Disaster Management
	7. Urban Infrastructure & Services
	8. Plan Implementation, Monitoring Mechanism& Financing
1. **Project Boundary / Area**

 The contiguous villages around the central core of Chengalpattu town, bounded by the Natural boundary of Palar river on the west, GST Road up to Singaperumal Koil on the North, several non-continuous Hillocks on the east along with the New Administrative Headquarters on the south have been considered for delineation of Planning Area boundary. This amalgamation of potential villages with the core town of Chengalpattu will provide a comprehensive approach to redeveloping the existing haphazard developments within the Town Centre; tap the potentialities of the upcoming new Residential, Commercial, Industrial, and Institutional activities along the GST Corridor, Chengalpattu - Thiruporur Corridor and Chengalpattu - Walajabad Corridor; protect and preserve areas of high environmental and ecological values, and of cultural value to local communities and regulate the sprawl developments - owing to the limited availability of land filled with several physiological features that are to be conserved.

 The list of villages forming part of the Delineated Planning boundary is listed in annexure C enclosed herewith.

1. **Scope of Work**

The New Town Development Plan shall be following the Government Notification (G.O.Ms. No. 150 H&UD, 8th August 2022) related to New Town Development Plan for Chennai Metropolitan Planning Area.

The broad scope of work for the plan preparation shall include, but not be limited to:

1. Stakeholder Engagement & Communication Plan
2. Information Gathering & Compilation
3. GIS-based Data Gathering & Mapping
4. Conduct Sectoral Analysis to inform the preparation of the New Town Development Plan (e.g., Economic Development, Land Use & Mobility Integration, Infrastructure demand, Transit Priority Corridors, TOD, Climate Adaptation, flood prone area / unstable / unsafe area, informal settlements, and Slums, ecological important areas, protected areas and key ecosystem services, areas of historical or archeological importance, if any etc.) identifying key priority growth needs, areas requiring upgrades & new development needs.
5. New Town Development Plan Formulation
	1. Vision
	2. Key Strategies & Recommendations for each development sector
	3. Zoning of land use for residential, commercial, industrial, agricultural, recreational, educational, Agricultural, and other purposes together with Zoning Regulations through land suitability analysis.
	4. Proposed Land Use Map including layout/ network plan of existing and proposed streets
	5. Proposed Densities
	6. Infrastructure/Service demand forecasting which takes into consideration the need for improved access to resilient infrastructure by all groups and genders
	7. Open Space, Recreation & Public Space
	8. Housing Schemes, including affordable housing and different housing typology catering the needs of different groups to promote compact, mixed-use and mixed-income urban development
	9. Land Pooling Area Development Opportunities
	10. Proposals on Environmental Management & Climate Change Adaptation, including delineation of environmentally/socially sensitive zones and special regulations for such areas
	11. Infrastructure Upgrades Proposals (Physical & Social)
	12. Mobility Improvements, including the Grid of Roads, Plan to identify the hierarchy of road network
6. Urban Design Guidelines
7. Implementation & Phasing Strategy
8. Capital Improvements Plan (Investment Plan)
9. Implementation and Phasing Strategy
10. Environmental & Social Impacts, Risks and Mitigation Measures
11. Redevelopment of old areas within the study area with special development regulations;
12. Form-Based Codes (FBC) for specific areas wherever necessary
13. Tourism and waterfront development plan;
14. Solid waste management plan;
15. Heritage conservation plan;

**Detailed description of the assignment and expected tasks with deliverables are as follows:**

**Task 1 - Baseline Study – Study of available data and regulations**

The task will draw a comprehensive geo-referenced picture of the existing demography, socioeconomic, environmental/ ecological conditions – including existing liabilities such as existing landfills- , and physical characteristics -including flood prone zones or other vulnerable areas to natural disasters- both built-up and natural, and assembly, and appraisal all of the data to identify existing development trends and issues. Furthermore, the Consultants shall fully comprehend all existing policies, plans, strategies, and laws that influence the planning practices and execution of the approved plans. The activities to be carried out are as follows:

1. The Consultant shall undertake a review of the existing acts, policies (Central and State), Development Plans, and Development Regulations applicable to the planning area, such as TNTCP Act 1971 and its amendments, New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022, TNCDBR 2019, schemes, and programs, previous studies conducted by/for CMDA/DTCP/ CMA, other organizations relating to study area and its development. The current ongoing studies (Comprehensive Mobility Plan, Visioning Exercise, TOD Corridor, and other Major studies as and when completed within the Study period) need to be reviewed and the same shall be considered while preparing NTDP.
2. Study the ongoing projects of ULB, Gram Panchayats, and other government departments in the planning area.
3. Review of Good International Industry Practices (GIIP) of all policies, regulations, guidelines, standards, strategies, and plans, on regional economic development, industrial policy, State SEZ policy, tourism, and heritage conservation, protection of environmental resources, solid waste, waste water and drinking water management, etc., focusing on those that share similar development challenges as the study area.
4. Authority will provide Satellite imagery data in an available format to the consultants for preparation of the GIS base map layers. The data will be available to the consultant in the authorized space within the CMDA campus. The consultant will have to be stationed at CMDA for accessing this data.
5. Assessment of available data and information, accuracy of this data in terms of quantity, quality, and adequacy for the preparation of the intended New Town Development Plan.
6. Review and documentation of policies, strategies, and plans through collection and compilation of data and information which includes village maps, town maps, and cadastral maps, however, necessary support will be provided by the Authority.
7. Devise a clear stakeholder engagement and citizen participation strategy as part of a Communication Plan with appropriate meetings, focus groups, Key Informed Interviews, charrettes, surveys, and other methods. The Communication Plan will be pre-approved by the Authority as a basis for processing subsequent works and tasks.
8. Prepare and present an Inception Report outlining the following:
	1. Detailed Methodology for the overall approach of the NTDP and GIS database creation and management
	2. Project Communication Plan including stakeholder engagement and citizen participation.

Limitations & Assumptions based on data gathering and compilation.

***Deliverable 1: Inception Report***

**Task 2: Preparation of Base Map Layers**

1. The Consultant shall prepare base maps conforming to Revenue records/ Ward / Parcel boundaries by updating block sheets, revenue maps, ward maps, road maps, Litho maps, and Survey of India topographical maps.
2. The Revenue / Ward / Block / Parcel Boundary (FMB sketches) will be made available to the Consultant by the Authority in the available format. However, the consultant has to verify the Authenticity, and missing data/maps and submit them to the client by written request summarizing the findings.
3. Conduct a detailed topographic survey of the Planning Area using appropriate survey techniques, necessary field investigations, and surveys including DGPS, Total Station survey, etc. Digitization of Town maps, village maps, cadastral data, Natural features, Transport network (Road, Rail, and Street network), and Building footprint, vulnerable zones, areas with existing social (squatters) or environmental (solid waste disposal) liabilities etc. shall be carried out.
4. Preparation of the base maps should be in the latest available Geospatial platform. GIS layers and base maps shall be prepared following AMRUT standards for GIS-based master plans.
5. Consultants should make sure that attribute data collected is verified with respective data-holding departments and the same should be submitted to the authority.

**Task 3 – Preparation of Existing Land Use Map, Survey, and Data Collection**

1. The Consultant shall prepare an Existing Land Use Map and make an inventory of all parcels within the study area following Tamil Nadu Town and Country Planning Act (1971), New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022, Urban and Regional Development Plan Formulation and Implementation (URDPFI) Guidelines – 2014, Tamil Nadu Combined Building Development Rules 2019 (TNCBDR) - and Design & Standards for Formulation of GIS Based Master Plan as recommended by MoHUA
2. The Consultant shall record/update the actual land use by checking land use maps and ground truthing wherever required, confining to the parcel boundaries along with its zoning attributes.
3. The following primary and secondary surveys are required to be undertaken by the Consultant:
4. Traffic and Transportation Survey to collect and update the traffic data for the present-day scenario. The Surveys include but are not limited to the Road Network Inventory survey, Speed and Delay survey, Traffic volume Count at major intersections (NH junction, SH Junction, Connecting Road to NH and SH, Roads along Bus Terminus, Commercial Establishments, etc.), Outer Cordon Origin-Destination Survey, Intersection Turning Movement Survey, Parking Surveys, Pedestrian Count at important intersections, Terminal Survey, Public Transport Passenger onboard survey, including other necessary surveys required for preparation of New Town Development Plan
5. Sample Household Survey to capture the demographic, socio-economic data, Household travel characteristics, and access to basic infrastructure services including power, energy, water, sanitation, and Telecom. The household survey will take a sample from the entire population of the study area, including both formal and informal settlements to analyze the trends, potentialities, and problems for the Planning Area. The sample size and sampling method should be proposed in the Technical Proposal submitted by the consultant and finalized with the client, ensuring sufficient statistical power and confidence level to inform the new town planning.
6. The results of the Primary survey are to be compiled and tabulated as a report and matrix with findings and recommendations in a predefined format as discussed and approved by the authority and annexed as part of the report
7. Compile all available sector-wise projects – existing and proposed, spatial and attribute data, regarding existing conditions in the Planning Area covering, but not limited to the following areas:
* Economic growth trends & Urban Sprawl-Socio-economic data including economic base characteristics of various economic sectors (agriculture, animal husbandry, fisheries, Industry, and Tourism), employment, population and demographic characteristics, industrial base, prevalent sectors, and their respective outputs, etc.
* Environment and Natural Resources including, but not limited to, forests, rivers, lakes, hillocks and other water resources, protected areas, natural drainage areas, flooding areas, ravines, sanctuaries/biodiversity areas, mining and quarrying, high-value natural scenic sites including the physical and cultural resources including heritage areas and their regional disposition/interlinkages, etc.
* Physiography and geology including climate, winds, topography, geology, natural risk sites, etc.
* Human settlement hierarchy, function, and distribution: including urban and rural settlements/habitats (including informal settlements).
* Built-up, Built use environment, and existing land use.
* Transportation infrastructure includes road-based parking-based, rail-based, non-motorized, waterways, and air transport and networks.
* Physical infrastructure data including water supply sources and other networks.
* Electricity supply and network, sewerage system, telecommunication, solid waste management facilities.
* Social infrastructure data includes the hierarchy of educational, health, banks, markets, localized weekly markets, animal markets, and other community facilities, their spatial distribution, and accessibility in the Geospatial platform.
* Projects under implementation include the inventory of all infrastructure, tourism, developments, housing, and real estate projects under construction.
1. Identify the gaps in terms of information needed and the approach and methods to overcome the such deficiency.
2. Conduct all necessary field studies and surveys to update missing data and information needed for the preparation of the New Town Development Plan.
3. The Client will facilitate the Consultant in the speedy collection of data with the relevant departments by issuing necessary directions and letters.
4. The consultant is to submit all maps, and drawings prepared under this stage in the geospatial platform in an editable version.

The consultant shall prepare the draft questionnaire and submit it to the authority before undertaking the survey. The survey data will be integrated as a geospatial database in a spatial manner to assist in the NTDP preparation.

**Task 4 – Existing Situation Analysis and Assessment**

1. Based on the Surveys, the Consultants shall assess the existing situation and identify issues, opportunities, and challenges.
2. This task shall cover the following along with a Strength, Weakness, Opportunity, and Threat (SWOT) analysis for each sector:
* Demographic characteristics
* Existing land use pattern and its characteristics, Climate & vegetation, topography & land features, trends in existing agricultural land use (classification – dry/wet/seasonal), existing land ownership pattern, distribution of land value Regional Economic base assessment - Inventory of existing land use, animal husbandry, industry and infrastructure development initiatives in the vicinity of the planning area.
* Economic sectors' assessment - Determine sectors of competitive strengths of the respective regions/planning area such as skilled manpower, resource base, cost advantage, etc.
* Study of Agglomeration Economic and Investments Scenario including the trends in the economy, investment attractiveness, and leading destinations of investments.
* Road & Transportation network, Connectivity to institutional establishment & offices, heritage, religious structures & sacred sites, existing housing, social amenities, workshops, and Industries, pedestrian footpaths, and parking.
* Infrastructure and utilities, Water resources and water management, Water bodies and conservation (solid waste?)
* Housing and poverty – Urban & Rural, Slums, etc., Real Estate Market Survey and Assessment.
* Assessment of existing waterbodies, channels, reserve forests, hillocks, etc., and the issues/concerns affecting them
* Assessment of un-serviced locations and accessibility to Social infrastructure (Location - Allocation Analysis).
* Infrastructure for wastewater/sewage treatment disposal, solid waste management, stormwater drainage, their demand-supply gap (quantity, quality) assessment
* Environmental and social implications (on all environmental components) of land uses, traffic, and transportation, physical and social infrastructure, utilities and services, pollution management measures, and emergency and disaster relief.
* Resource efficiency measures in all sectors
* Existing wholesale and retail markets, street vendors, and allied activities for earmarking market zones, vending zones for street vendors, etc.
* Review of State policies/strategies concerning all key sectors and the budgetary provisions action plans of the different sectors and agencies.
* Benchmark the New Town development process with GIIP. Review planning strategies such as transit-oriented development and sustainable neighborhoods. Review legal, regulatory, and institutional frameworks adopted by other cities for effective planning and implementation. Benchmark technology and technology interventions
1. The Consultant should submit a comprehensive Analytical Report on the status, suitability, and sufficiency/efficiency of various infrastructural facilities, utilities, and natural resources available for the area.
2. The Analytical Report should be supported with suitable thematic maps for each of the sectors.

***Deliverable 2 -Situation Analysis Report.***

**Task 5 – Vision document and Stakeholder Consultations**

1. The New Town Development Plan shall adopt a participatory approach by conducting interactive sessions. Therefore, consultants shall conduct stakeholder analysis and mapping, and based on which proceed to develop the most effective and appropriate method of stakeholder engagement that meet the needs of different stakeholders identifies. These stakeholders would include: administrative bodies, civil society of both urban and rural areas, the agriculture community, industrialists, traders, elected representatives, academicians, government, non-governmental organizations, and the general public. Stakeholders of different genders and vulnerable groups should be consulted as part of the process.
2. The entire expenditure on conducting workshops/meetings including the venue shall be borne by the consultant along with the required materials for the meetings/workshops shall be provided by the consultant.
3. The stakeholder consultations shall be carried out in two phases, first-phase consultations shall be convened before strategy formulation and second-phase consultations shall be convened post-submission of the Draft New Town Development Plan which compares alternative scenarios. However, the Consultant shall have any number of such discussions and not limited to two, based on the need and in consultation with the authority given the importance of the project. The same shall be included as part of the communication plan.
4. Documentation of all stakeholder consultation has to be done with photographs, record Minutes of meetings, media publications (2 National and 2 Regional/ local in consultation with the Authority), etc. along with analysis and findings. The suggestions and recommendations received during the stakeholder consultation meeting should be compiled and the same needs to be documented as a report and matrix (in the format approved by the authority).

***Deliverable 3: Summary Report on Visioning Exercise and Stakeholder Consultations***

**Task 6 – Concept plan and Strategy Formulation**

At this stage, the consultants shall do benchmarking with GIIP focusing a few selected case studies where similar challenges are presented and addressed, to review the planning strategies for new town development, and review the legal, regulatory, and institutional frameworks adopted by these case studies.

The horizon year for the for the selected scenario New Town Development Plan shall be 2025-2045 The activities in this stage shall include:

1. Based on the case studies, detailed analysis, and assessment in the Planning Area, the Consultants shall develop alternative strategies to achieve the objective of developments including prioritizing the identified projects in the Planning Area
2. Consultants shall carry out a scientific study, analyze and project the population up to 2045 and estimate future demand for housing, key economic activities, industries, and other physical and social infrastructure.
3. Project the growth of industries and employment opportunities within each sector and estimate the spatial requirement for all key sectors.
4. The consultant to evolve alternative growth strategies for 2025 – 2045 by evaluating at least two alternative scenarios of spatial growth and land use pattern, based on the key elements such as density distribution, transportation model, housing, commercial and retail components, industries, environmental conditions, health and education, and agriculture, etc. The pros and cons of each alternative scenario should be presented and compared with the business-as-usual (BAU) or “No Intervention” scenario, to come up with the recommended plan that is resilient, inclusive, productive and sustainable.
5. Each of the proposed alternative scenarios (minimum three, including the BAU scenario) shall discuss the key elements as per the New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022, Town and Country Planning Act (1971), TNCBDR (2016) , URDPFI Guidelines, Laws for the differently abled people and other regulations as relevant
* The vision of the spatial structure and the likely scale of development in the context of demographic trends with growth and development patterns.
* Distribution and impact of population and activities on the land use and environment;
* The direction of developing growth corridors, trends of agricultural activities
* Identification of key projects that can be to be taken by the Client or other government agencies.
* Regional and Urban Infrastructure viz., transport including, traffic network plan, parking, water supply, power, communication, waste management, flood control, etc.
* Management of Environment and Natural Resources, climate adaptation and mitigation, carbon footprint.
* Potential environmental and social risks and impacts
1. Recommend the most appropriate alternative based on the overall analysis. The Consultant shall take cognizance of various policies of the Government of India and the Government of Tamil Nadu applicable to the respective planning area while evolving the scenarios.

**Deliverable 4 –Concept Plan and Strategy Formulation Report**

**Task 7 – Preparation of Draft New Town Development Plan**

The Consultants shall formulate the draft New Town Development Plan comprising of a Comprehensive Report and the proposed Land Use Map based on the discussion and strategy approved by the Authority as per the guidelines as prescribed by Mo­HUA **“FORMULATION OF GIS BASED MASTER PLANS FOR AMRUT CITIES”** for GIS Based Masterplan (template/ format for GIS-based land-use map as given in the annexure):

1. The draft New Town Development Plan report shall include the following:
* City Profile
* Socio-economic conditions and trends - Employment Projections based on current trends – Direct and Indirect employment, Clustering of areas concerning Agglomeration Economics
* Review of existing Comprehensive land-use Plan, Spatial growth, direction, and development of the town

Proposed development strategy of the New Town Development Plan in the regional context

* Formulate Urban Design Strategies and built-form guidelines based on the context of the area's development character;
* Identify strategies for ensuring climate resiliency is embedded into environmental management and physical infrastructure projects such as stormwater management, energy efficiency, watershed management, and other critical systems
* Alternative Energy utilization (Renewable and Non-Renewable), Plan for power supply leveraging on green power sources
* Environment Management (including liabilities) strategies/ projects/ schemes with proposals for environmental improvements, such as up-gradation / development plan, renewal, and rehabilitation proposals. Development of passive & active open spaces, plantation, and Forest Development Areas of towns.
* Identification and plan for the redevelopment of old areas within the Local Planning Area with relevant special development regulations. The proposed plan should be in line with the New Redevelopment Policy as recommended and in discussion with the Authority
* Slum Development and other social liabilities Plan (thinking of other encroachers in solid waste dumpsite etc) with focus on affordable housing encompassing PMAY guidelines & Housing Policy of Tamil Nadu.
* Informal sector (street vendors) plan with its location & mechanism of functioning and implementation including vegetable markets and wholesale godowns.
* Overall mobility plan for passengers and freight including the identification and plan for ‘Transit Oriented Development (TOD) along major transport corridors integrating features such as pedestrianization and cycling to reduce carbon footprint;
* Plan for heritage conservation
* Gender inclusive plans that consider safe access to services and public places; safe and affordable mobility; safety from violence and perceived gender-based violence; health and hygiene; security of tenure to affordable housing; employment opportunity and climate resilience plan that takes cognizance of the needs of differently-abled people and complies with the laws for differently abled people

Environment – Water Bodies Conservation, Eco-sensitive areas, and natural preserves, Pollution levels, Urban Heat Island effects

1. Consultant to suggest Land Pooling Area Development Scheme (LPADS) with special development regulations for the identified projects with detailed strategy and mechanism with a roadmap for various projects as recommended in the new town development plan
2. Regulatory and Implementation Framework: Propose a legal and regulatory framework and broad management structure for the development, implementation, regulatory/operation, and maintenance functions of the study area. The proposed institutional framework should be aligned with the GoI-approved institutional and financial structure for New Town Development Plan.
3. Broad Project Structuring and Block-Cost Estimates for Capital and O&M costs
	1. Suggest a suitable institutional and holding structure and funding plan for the New Town Development Plan
	2. Prepare block cost estimates for capital, operation, and maintenance costs for the selected alternative for phase-wise implementation of various project components, physical and social infrastructure, external linkages, etc. of the New Town Development Plan.
	3. Capital Investment Plan and Resource Mobilization Strategies (Business Plan)
4. Prepare an exclusive document on the "Working Plan" to facilitate the Authority, in the implementation of short, medium- and long-term projects, that are translated from the New Town Development Plan. The consultant shall also provide the merits and demerits of the plan along with the short-term, medium-term, and long-term projects in a matrix form. The Working Plan shall help the Authority for accessing funding for various infrastructure projects.
5. Develop an appropriate analytical basis for clearly explaining the proposed plan. This means defining all background metrics and suggesting implementation mechanisms - including monitoring processes such as design review and plan implementation thresholds and necessary change mechanisms if required and ensuring that every suggestion made has a clear path to implementation or a conceptual guideline that will aid the development of such mechanisms.
6. The proposed New Town Development Plan shall be in accordance with and synchronization with other ongoing and upcoming Third Master Plan, Regional Plan, Vision plan for CMA, TOD plan, etc., and other plans in discussion with the Authority. Necessary interventions are to be proposed in discussion with the Authority and plan to prepare agencies, etc.
7. The proposed Land Use Map shall be prepared in a detailed manner in accordance with Tamil Nadu Town and Country Planning Act, 1971, New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022, and as per the URDPFI guidelines, 2014. The land use map shall be in accordance with the rules and guidelines for the preparation of a GIS-based master plan as recommended by the Ministry of Housing and Urban Affairs (MoUHA), Formulation of GIS-based Master Plan for AMRUT cities, etc. in discussion and approval from Authority.

The proposed Land Use Plan shall provide for:

* Comprehensive land use map for residential, commercial, industrial, agricultural, educational, and institutional, open spaces, parks and playgrounds, water bodies, and other uses in accordance with New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022. The plan should justify considering the needs of growth dynamics without compromising environmental sensitivity, green belts, and/or suggested buffers and in discussion with the authority.
* Areas for future development and expansion and areas for new and affordable housing;
* Areas required for various amenities, services, and utilities, green/open spaces for the projected population.
* Areas reserved for public buildings and institutions (Health and Education) and new civic developments.
* Areas reserved for the formation of new roads, widening of roads, parking lots, public transport and terminal facilities, etc.~~,~~ Complete sidewalk, road, and street pattern and traffic circulation pattern present and future requirements including bus priority lanes where appropriate and parking;
* The proposed land use map shall also accommodate all the interventions and projects proposed based on the strategy and findings with respect to earlier tasks.
* The Planning Authority will publish the Draft New Town Development Plan inviting objections, if any, from the public as per the provisions of the Tamil Nadu Town and Country Planning Act, 1971, New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022, etc.
* The changes required, if any, by the Client and the Planning Authority in the draft New Town Development Plan, during different stages of its adoption, shall be incorporated by the Consultant and the final New Town Development Plan comprising the Report and Land Use Maps shall be submitted to the Authority and respective Planning Authority
1. The Draft New Town Development Plan should be concluded with the suggestions and modifications received through Stakeholder consultations as described in Task 5.

***Deliverable 5 -Draft New Town Development Plan Report***

**Task 9 – Final New Town Development Plan and Supporting Authority in the approval process as per New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022 – including delineation of regions for preparation of Detailed Development Plan**

* The consultant has to Prepare a New Town Development Plan incorporating the objections, suggestions, and modifications recommended by the authority and other Stakeholders.
* The consultant has to delineate regions with respect to characteristics and defined criteria in discussion with authority for the preparation of a Detailed Development Plan. Identify key development areas that could be prioritized to make DDPs.

***Deliverable 6 - Final New Town Development Plan.***

***Deliverable 6 Annex: Summary Assessment of Environmental and Social Risks and Impacts and Contribution to Climate Mitigation and Adaptation:***

The New Town Development Plan is expected to promote compact, mixed-use, mixed-income urban development using TOD and integrated infrastructure and land use planning principles, so as to guide resilient, inclusive and productive urban growth. The Plan will contribute to climate mitigation and adaptation by reducing carbon footprint of the urban settlements compared to no-intervention or BAU scenario, improving access to resilient urban infrastructure and services to reduce the vulnerability of the inhabitants, and protect them from flood prone areas or other high climate risk zones etc. This urban planning activity is considered fully aligned with Paris Agreement on both mitigation and adaptation, consistent with the high-level climate strategies of India and Tamil Nadu, leading to less carbon-intensive urban growth patterns and smaller built-up footprint of the metropolitan area.

The consultant shall ensure that the entire planning process (all Tasks) includes adequate assessment of environmental and social implications, and incorporation of measures to mitigate & manage them in line with ESF. Environmental and Social Assessment of plan preparation shall be undertaken by the consultant for the New Town Development plan to assess the risks and impacts. The assessment shall be in a participatory manner, and its findings shall inform the urban development policy, as well as the environmental and social strategy for urban planning and infrastructure development and environmental and social sustainability measures.

The activities A1 – A4 here will be integral part of Tasks 1 – 4. Activity A5 will be part of Tasks 5 -7. This will ensure that environmental and social aspects are well covered during all stages of the Planning process.

**A 1: Situational Analysis and Environmental and Social Screening**

This task shall review the current status of urban development planning and urban development in Tamil Nadu vis-à-vis the proposed planning exercise, expected project investments, challenges, and opportunities.

Following this, an environmental and Social screening of the delineated planning region will be undertaken using the screening checklist in the ESMF .The Consultant shall identify sensitive environmental and social components and land uses and key risks and impacts. This shall also mark the hot spots (including crime), areas under potential environmental stress, and valued environmental components (VECs) and establish the baseline for environmental and social monitoring. The consultant shall provide maps (GIS-based to be transported to Google Earth) and graphs as necessary to illustrate locations and physical context. This will be part of Tasks 1 - 4 above.

**A2: Overview of Environmental and Social Issues/Risks and Opportunities**

From the situational analysis above and through the application of appropriate analytical tools, this step aims at identifying environmental and social risks and impacts associated with the proposed development. Under this task, a review of physical and environmental diversity and social-economic diversity of the region shall be carried out and identify the environmental and social issues and risks that may arise during various project stages. This shall also corroborate the ESSs that will be applicable and the requirements of these shall be complied with. This task shall be conducted using relevant methods/tools including spatial analysis, case studies, stakeholder consultations, and participatory appraisals. This shall help in identifying critical issues and specific geographic areas with environmental and social risks and impacts. This will be part of Task 5 above.

**A3: Identification of Gaps in Environmental and Social Sustainability Framework**

The consultant shall analyze critical national institutional, legal, regulatory, policy, and capacity gaps underlying the key environmental and social sustainability aspects outlined in ESSs of the ESF, and formulate alternatives/recommendations and guidelines to assess and address these issues and weaknesses in institutional and governance aspects at various levels. Under this task, a review of available guidelines (manuals, available technical papers, guidance, standards) for environmental management and sustainability of the proposed plan and gaps shall also be undertaken. This will be part of Task 6 above.

**A4: Consultations on environmental and social priorities with respect to the proposed NTDP**

Consultations shall be undertaken with all relevant stakeholders to identify environmental and social priorities with respect to the proposed TA. Consultations shall span across baseline assessment, discussion on alternatives, and after disclosure of the Draft development plan. This will be part of Task 5 above.

**A5: Recommendations and Way forward**

Potential direct and indirect impacts of plan development and proposed investments will be compiled under this task, with recommendations on how to address these. Proposed alternatives shall be assessed against the environmental and social impacts and risks that they may present during their implementation and operations/maintenance. Recommendations shall be impact-centric; exploring potential synergies and opportunities for mainstreaming environmental and social considerations and ESSs into the plan and investments. This shall also suggest alternative options and directions for institutional / policy aspects for environmental and social management including preparation of guidelines to ensure environmental and social sustainability of interventions and institutional structure at various tiers to manage environmental and social aspects. Protocol for monitoring/auditing, continual review, and improvement shall also be suggested. This will be part of Task 6 above and the recommendations will be integrated into the Draft Development Plan, which will be finalized under Task 8. It also includes a budget, institutional responsibilities for implementing and supervising the recommendations, and monitoring and evaluation plan giving indicators to track the implementation of the recommendations.

The activities A1 – A4 here will be integral part of Task 1 – 4. Activity A5 will be part of Tasks 5 -7. The outputs of E&S assessment will be highlighted in the deliverable of each Task. Finally, along with NTDP - the deliverable of Task 7, an **ENVIRONMENTAL AND SOCIAL SUMMARY STATEMENT** shall be included as an Annex to Deliverable 6.

**Deliverable 7*-***Assisting Authority in obtaining approval of New Town Development Plan from the Govt. and supporting in the entire approval process as outlined in Tamil Nadu Town and Country Planning Act, 1971, New Town Development Plan for Chennai Metropolitan Planning Area (Preparation, Publication, and Sanction) Rules, 2022, etc.

1. **Review of Reports & Review Committee:**

This TOR, including expectations and possible constraints, has to be implemented based on a discussion with the Review Committee. The outcome of these discussions shall form the basis for the preparation of the New Town Development Plan. A work plan shall be prepared by the consultants that shall be reviewed and endorsed by the Committee before its implementation. Any changes to the agreed work plan shall be supported by valid arguments and shall require prior approval of the Review Committee.

1) Member Secretary, or, in case of delegation by MS, the Chief Planner (MPU), CMDA, Committee Chair

2) Senior Planner (NT- Chengalpattu), CMDA

3) Senior Officials -DTCP

4) Senior Official -CUMTA

5) The Commissioner, Tamil Nadu Industries Department

6) Other representatives and Special Invitees nominated by CMDA (must including Environmental and Social experts)

It is also suggested that the consultants meet the concerned District collector at various times as required to take their views in preparation for each task/ deliverable. After the review meeting of each deliverable, the consultant has to submit the revised report by incorporating the suggestions and modifications recommended by the authority within 7 working days.

The Consultant shall submit each of the deliverables (8 copies) in the form of hard copy printed in duplex mode along with necessary maps and drawings in a geospatial platform in Pendrive (editable) as per the schedule mentioned deliverables. This will be followed by a presentation to the Committee, wherein, the review committee members shall give their comments and suggestions in the form of feedback. Subsequently, the Consultant will incorporate all such comments and suggestions and submit the revised report accordingly. Upon the approval of the deliverable by the World Bank and the technical committee, the payment will be made to the consultant.

Other Conditions

* The details about the methodology, data outputs, and personnel- months in respect of consultancy should be worked out in the bid offered by the consulting firm
* All data collected by the Consultant shall be made available to the Authority in a properly organized format and this data shall remain the property of the Authority.
* The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Authority.
* All reports should be submitted in hard and soft copy. Reports should be in Microsoft Word format/ Excel format. Maps and drawings should be in the compatible format of GIS facilities available with the Authority.
* Consultants should be available to attend the Progress Review Meeting as and when required by the Authority and should submit monthly Progress Reports to the Authority on various activities completed/ planned to review the progress of the Study.
1. **Project Team:**

| **Sl. No.** | **Key Professional**s | **Educational Qualification &****Work Expertise Criteria** |
| --- | --- | --- |
| 1 | **Team Leader** | * Master’s degree in urban/regional/urban–regional planning or equivalent
* 15 years of working experience after a Master’s degree in the fields of Physical Development plan/ Land Pooling/ Regional Development Plan
* Should have relevant (minimum 3 projects) experience as Team Leader/Project Director in the formulation of Master Plans/ Development plans in India or abroad.
 |
| 2 | **Deputy Team Leader-cum-Land/Housing Expert** | * Master’s degree in Land Use Planning, Housing Studies, Community Development, Public Policy, or a related field
* Minimum 12 years of experience
* He / She should have worked as a core team member for the preparation of a minimum of 2 Master plans/Development Plans/Planning Studies.
 |
| 3 | **Urban Planner and Project Coordinator**  | * Post-graduation in Urban Planning / Regional Planning / or equivalent from a recognized institution
* Minimum 5 years
* Shall have experience working in the formulation of Master Plans/New Town Development Plans
 |
| 4 | **Transportation Planner** | * Master’s Degree in Transport Planning with graduation in civil engineering or any equivalent
* Minimum 10 years of relevant experience.
* He/she should have relevant experience (minimum 3 projects) in transport planning assignments in Metropolitan cities/regions of similar magnitude, size, and nature in India or abroad.
* Should have extensive knowledge and experience in the transport sector focusing on rail and roads.
 |
| 5 | **Urban Designer** | * Post-graduation in Urban Design / or equivalent from a recognized institution
* Minimum 10 years
* Shall have experience working on urban design-related projects in cities / medium and small size towns
 |
| 6 | **Urban Economist**  | * Master in Economics
* 10 years of work experience in urban economic modelling to ensure integrated land use development or transport planning, measuring impacts and multipliers.
 |
| 7 | **GIS Expert**  | * Master’s Degree in Urban Planning/ Geo-informatics/GIS/Remote Sensing or equivalent
* 8 years of work experience in preparing the base map, developing and managing large and diverse databases after Master’s degree
 |
| 8 | **Infrastructure Planner**  | * Masters Infrastructure Planning or equivalent
* 10 years of work experience in integrated infrastructure planning (e.g. roads, drainage, water, wastewater, solid waste management, power, and telecommunication) including Smart Infrastructure applications
 |
| 9 | **Environmental Planner**  | * Master’s Degree in Environmental Planning, with graduation in Civil Engineering, Chemical Engineering, or Architecture
* 10 years of work experience in related fields after a Master’s degree.
 |
| 10 | **Social Development Specialist**  | * Master’s Degree in Social Sciences, Social Work or allied subjects.
* 10 years of work experience in related fields after a Master's degree.
* Work experience in related fields of stakeholder engagement, public consultations with citizens and community groups, with experience in gender-informed planning.
 |
| 11 | **Communication Expert** | * Bachelor’s Degree or higher in Communications or allied subjects.
* 10 years of work experience in related fields
* Work experience in related fields of public communications, communication strategy development and implementation.
 |

The consultants shall include necessary support staff for fulfilling the objectives and requirements of this project.

1. Field survey staff: Sufficient field survey staff to be allocated for the survey of the road network and other details.
2. The above team should be supported by adequate relevant support staff/experts/specialists to ensure that the objectives of the project are achieved within the timelines.
3. The proposed Team leader shall be assigned full-time for this project and shall not be associated with any other full-time ongoing assignment with the same/any other client. The Team Leader shall be a full-time professional to be stationed in Chennai till the completion of the Study.

**7. Duration and Location**

The assignment is expected to take 53 weeks. In addition, the consultant shall provide handhold support to CMDA for a duration of 24 weeks to assist in the approval of the final New Town Development Plan by the Government. The services shall be delivered in Chengalpattu and Chennai, Tamil Nadu, and the core members of the consultant’s team is expected to stay in Chengalpattu and Chennai for at least 80% of the time. The client (CMDA) will provide facilitation support to help with access to other stakeholders and relevant government institutions, and organize workshops when needed.

1. The services shall be delivered in Chengalpattu, Tamil Nadu, and the core members of the consultant’s team are expected to stay in Chennai Metropolitan Area for at least 60% of the time to ensure of sufficient time for field work, stakeholder engagements, and project reporting and communications with the client.
2. **Timelines, Deliverables, and Payment Schedule**

| **SI No** | **Milestones/Deliverable** | **Copies to be submitted** | **Completion /Submission Time from the issue of LOA** | **Payment (% of the Total Consultancy Fee)** |
| --- | --- | --- | --- | --- |
| 1 | Submission and Approval of Inception Report (Deliverable 1)  | 5 Copies  | T+1 month  | 10% |
| 2 | Submission and Approval of Situation Analysis Report (Deliverable 2) | 5 Copies | T+ 3 months  | 15% |
| 3 | Submission and Approval of ***Vision Document (Deliverable 3)*** | 5 Copies | T+5 months | 15% |
| 4 | **C** Submission and Approval of C**oncept Plan and Strategy Formulation Report (Deliverable 4)** | 5 Copies | T+6 months | 10% |
| 5 | Submission and Approval of Draft New Town Development Plan and Report (Deliverable 5) | 5 Copies | T+8 months  | 10% |
| 6 | Submission and Approval of Environment and Social Summary Statement (Deliverable 6 Annex) | 5 Copies | T + 9 months | 10% |
| 7 | Submission and Approval of Final New Town Development Plan and Report (Deliverable 6) | 5 Copies | T+10 months | 15% |
| 8 | Supporting Authority in various approval processes (Deliverable 7) | 5 Copies (Post Approval) | T+12 months | 15% |

**Annexure I: The Basic context of Chengalpattu and the proposed Chengalpattu New town Area**

**a) History of Chengalpattu:**

The Chengalpattu region was ruled by the Pallava Dynasty from 600 AD to 900 AD, during which it attained the maximum height of prosperity and cultural glory. The temple architecture, as illustrated by the rock-cut temple of Mamallapuram along the east coast, was at its excellence during the Pallava Rule.

Following the decline of the Pallava Empire, the Chengalpattu region came under the Imperial Cholas from 900 AD to 1300 AD. Another important phase in the history of Chengalpattu district is the one when the region was reigned by the Vijayanagara Empire from 1336 AD to 1675 AD. The town of Chengalpattu was formerly the capital of the kings of Vijayanagar after they were defeated by the Deccan sultanate in the battle of Talikota in 1565. The fortress at Chengalpattu, built by the Vijayanagara kings in the 16thcentury was of much strategic importance owing to the swamp surrounding it and the lake situated beside it.  Chengalpattu was taken over by the French in 1751 and was retaken in 1752 by British Governor Robert Clive. The Chengalpattu fortress proved to be of great strategic advantage to the British. During the wars of the British with Hyder Ali of Mysore, the fortress withstood the latter’s assault and afforded refuge to the nearby residents. By 1900, the town was noted for its manufacture of pottery and was a local market center, especially for rice trade. The district was home to cotton and silk weaving, indigo dyeing, and tanneries. Extensive salt manufacturing also took place along the coast. During the post-independence era, the town of Chengalpattu served as the headquarters of the combined Kancheepuram district until the year 1969, after which the District headquarters was shifted to Kancheepuram town. The Chengalpattu district came into existence on 29.11.2019 after being carved out of the Kancheepuram district.

**b) Geographical features of Chengalpattu District:**

Chengalpattu district is situated at coordinates: 12.6939 North Latitude and 79.9756 East Longitude on the northeast coast of Tamil Nadu with a total geographical area of 2945 Sq.kms. The district is bounded on the north by the Chennai district, West by the Kancheepuram district and Tiruvannamalai districts, and on the south by the Villupuram district. With a coastal length of 57 Km, the district is bounded in the east by the Bay of Bengal. The district features a tropical wet and dry climate. The fact that the district is close to the thermal equator and is also coastal prevents extreme variations in the seasonal temperature. The month of January with a 25°C average temperature is the coldest month of the year. The average annual rainfall of the district is about 1400 mm. The district gets most of its annual seasonal rainfall from the northeast monsoon winds during October and November.



The river Palar is one of the major rivers in the state of Tamil Nadu traversing through the Chengalpattu district for a length of 54 Km. The river Palar enters the district at Palur village and confluxes with the Bay of Bengal between Vayalur and Kadalur village. Moreover, the district is bounded by the river Adyar in the north and the Ongur river in the south. Besides the aforesaid rivers, Neenjal Maduvu, Pukkadurai Odai, and Kiliyar are other minor rivers flowing through the Chengalpattu district. The district is home to 528 major irrigation tanks having ayacut of more than 100 Acres (or) 40 Hectares each. Agriculture is the main occupation of the majority of the population in this district.

**c) Demography:**

 The Chengalpattu town forms part of the Chengalpattu district which was carved out of the erstwhile Kancheepuram District in 2019. Chengalpattu Town is located at a distance of 56km from Chennai in South West direction along the major GST Road. The main town of about 16sqkm houses a population of 62579 with an average density of 3900 persons per sq. km. as per the 2011 Census. The Chengalpattu district encompasses an area of 2945 sq. km with a population of 25,56,244 as per the 2011 Census.

**d) Growth trend in the last 10 years:**

 Being one of the 38 districts in Tamil Nadu, Chengalpattu is the base for the prime railway junctions of the Southern Railway and is an important railway node. Chengalpattu town flourished significantly when it emerged as a preferred location for Mahindra Group’s first world city in India catering to IT/ITES and Manufacturing Industries during the late 2000s. With Office and Residential markets expanding toward South and Southwest of Chennai, the residential micro-markets along GST Corridor – Guduvanchey, Urapakkam, Perungalathur, Singaperumal Koil, Maraimalainagar and Chengalpattu have witnessed significant interest from buyers and investors. Besides, the developers procured land at lower rates when readily available, which changed the landscape of the corridor, laying a foundation for imminent development subsequently.

Despite the absence of a strategic development plan, Chengalpattu town had an organic growth-induced sprawl due to the radical rail connectivity from Chennai city and thereby increasing pressure on urban infrastructure within the Municipal limits.

**e) Connectivity:**

Road: The Grand Southern Trunk (GST) Road where Chengalpattu is located on one of South India’s most bustling National Highways. Extending across 472 km, the GST Road heightened in real estate activity due to strong connectivity and transport infrastructure, leading to several micro markets along the corridor. The upcoming Kilambakkam Bus terminus, located 25 kms from Chengalpattu town is also expected to create a major shift in transport dynamics in southern Chennai.

Rail: The Chengalpattu Railway station is located in the heart of the town on SH- 58 near the existing Mofussil Bus Terminus. This station holds prime importance in the South and South West lines of the Chennai Suburban Railway. There is also a proposed Tambaram – Chengalpattu additional Suburban railway line

Air: The Chennai International Airport is approximately 41 km from Chengalpattu and is well connected by rail and road. A metro rail corridor is proposed to connect the Airport and Kilambakkam Bus terminus

In addition, there are new transit proposals including the Widening of the GST road, an Elevated corridor from the Airport to Chengalpattu town, and the Chennai Peripheral Ring Road.

**f) Economic Context:**

Chengalpattu’s economy consists of two key pillars – Manufacturing Industry and the IT/ ITES sector along the transit corridors and Agricultural activity. Chengalpattu houses the top Auto and Auto ancillary plants like Ford, Nissan, Mahindra, etc. Maraimalai Nagar is known as the Detroit of Chengalpattu and Mahindra World City is the largest private industrial park in Chennai. In Spotlight of road and rail infrastructure projects boosting the regional economy, Chennai as a whole has several infrastructure projects under construction. The rapid urbanization and industrialization of the suburbs of South Chennai have promoted Chengalpattu being looked up as the next reality investment destination.

 **Annexure II- The list of villages forming part of the Delineated Planning boundary**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Name Of Village** | **Area (Ha)** | **Name Of Taluk** |
| 1 | Villiambakkam | 247.81 | Chengalpattu |
| 2 | Chettipunyam | 433.44 | Chengalpattu |
| 3 | Kachadimangalam | 93.71 | Chengalpattu |
| 4 | Kondamangalam | 39.55 | Chengalpattu |
| 5 | Thenmelpakkam | 253.99 | Chengalpattu |
| 6 | Kongadu | 92.62 | Chengalpattu |
| 7 | Kovilanthangal | 45.29 | Chengalpattu |
| 8 | Anjur | 436.60 | Chengalpattu |
| 9 | Edayankodumanthangal | 61.05 | Chengalpattu |
| 10 | Patravakkam | 191.85 | Chengalpattu |
| 11 | Kandalur | 108.46 | Chengalpattu |
| 12 | Hanumanthai | 372.29 | Chengalpattu |
| 13 | Karunilam | 41.09 | Chengalpattu |
| 14 | Melameyyur | 234.42 | Chengalpattu |
| 15 | Senneri | 15.67 | Chengalpattu |
| 16 | Vallam | 284.09 | Chengalpattu |
| 17 | Pulipakkam | 171.35 | Chengalpattu |
| 18 | Virapuram | 181.29 | Chengalpattu |
| 19 | Kunnavakkam | 219.16 | Chengalpattu |
| 20 | Irungundrapalli | 50.16 | Chengalpattu |
| 21 | Vedanarayanapuram | 237.12 | Chengalpattu |
| 22 | Hanumanthaputheri Extn R.F | 213.45 | Chengalpattu |
| 23 | Singaperumalkoil | 62.30 | Chengalpattu |
| 24 | Venbakkam | 272.67 | Chengalpattu |
| 25 | Chengalpattu | 78.50 | Chengalpattu |
| 26 | Porundavakkam | 116.75 | Chengalpattu |
| 27 | Hanumanthapuram | 34.00 | Chengalpattu |
| 28 | Vallam R.F | 1568.02 | Chengalpattu |
| 29 | Rajakulipettai | 83.21 | Chengalpattu |
| 30 | Pareri | 52.47 | Chengalpattu |
| 31 | Sastrambakkam | 170.80 | Chengalpattu |
| 32 | Ammanambakkam | 285.90 | Chengalpattu |
| 33 | Itchankaranai | 210.81 | Chengalpattu |
| 34 | Thiruvadisoolam | 318.98 | Chengalpattu |
| 35 | Tirutteri \_Rf | 372.15 | Chengalpattu |
| 36 | Alapakkam | 215.47 | Chengalpattu |
| 37 | Thirutheri | 127.14 | Chengalpattu |
| 38 | Paranur | 199.92 | Chengalpattu |
| 39 | Thenur | 146.96 | Chengalpattu |
| 40 | Perunthandalam | 8.31 | Chengalpattu |
| 41 | Palaveli | 230.61 | Chengalpattu |
| 42 | Ozhalur | 452.18 | Chengalpattu |
| 43 | Athur | 1429.75 | Chengalpattu |
| 44 | Peranur Extn R.F | 259.91 | Chengalpattu |
| 45 | Venkatapuram | 249.28 | Chengalpattu |
| 46 | Sogandi | 229.41 | Thirukalukundram |
| 47 | Kilavedu | 83.29 | Thirukalukundram |
| 48 | Mosivakkam | 275.60 | Thirukalukundram |
| 49 | Alagusamudram | 242.54 | Thirukalukundram |
| 50 | Janakipuram | 78.25 | Thirukalukundram |
| 51 | Tirumani Extn R.F | 285.90 | Thirukalukundram |
| 52 | Pulleri | 98.26 | Thirukalukundram |
| 53 | Thunjam | 94.82 | Thirukalukundram |
| 54 | Ponvilainthakalathur | 13.06 | Thirukalukundram |
| 55 | Thirumani | 402.92 | Thirukalukundram |
| 56 | Nemmeli R.F Extn | 313.26 | Thirukalukundram |
| 57 | Meleripakkam | 119.37 | Thirukalukundram |
| 58 | Thandarai | 24.10 | Thirukalukundram |
| 59 | Nemmeli | 339.52 | Thirukalukundram |
| 60 | Orathur | 53.91 | Thiruporur |
| **Total Extent** | **13624.75** |
| **Forest Area** | **3052** |
| **Water Bodies** | **1020** |
| **Extent Of Land** | **9552.75** |

**Annexure-III: List of layers to be submitted by the consultant**

**Base Layers**

* Road (with footpaths and conditions)
* Rail
* Bridges and Flyovers
* Water Bodies

**Utilities**

* Water supply and sewerage network
* Storm Water Drainage Network
* High Tension lines
* Power network
* Manholes, soak pits, drainage lines, culvert and cross drainage

**Boundaries**

* Administrative Boundaries
* Planning Boundaries
* Municipal Boundaries
* Village Boundaries
* Plot Boundaries (Survey Boundary and Subdivision Boundary)
* Building Footprints

**Land Use and Building Use**

* Urban Land Use and Land Cover – including industrial, and formal / informal commercial and residential uses including slums
* Existing land use on each plot and uses in existing buildings
* Ground Control Points
* Heritage Buildings/ Sites
* Cultural Sites
* Various land uses
* Building height and no. of floors

**Topography and Environment Features:**

* Digital Elevation Model (DEM)
* Contour (at 50 m intervals or as appropriate depending on the topography)
* Hazard-prone areas
* Current landfills / disposal area / potential environmental liabilities
* Ecological Habitat
* Wet Land
* Drains, Canals & Water Bodies
* Coastal Regulation Zones
* Flood Prone areas

**Transport Network**

* Road Network
* Rail Network
* Pedestrian Paths
* Public transport network
* Street network

**Infrastructure and Green & Open Spaces**

* Recreational
* Parks & Open Spaces
* Schools and Colleges
* Health facilities

**Location of Industrial developments**

* Informal Activities-Vendor Cluster Locations

**Annexure IV: Data Provided by the Client:**

* Facilitate in collecting the revenue records and maps
* Provide satellite imagery for preparation of base map (with terms and conditions)
* Provide relevant studies/plan available if any

**Annexure-V: Maps to be submitted by the consultant but not limited to the following:**

* Base map of Planning Area / Corporation Area showing contours, roads, natural features (\*)
* Map overlaying existing ward boundaries and revised planning area boundaries
* Existing land use map for the Planning Area (\*)
* Set of detailed existing land use maps for the Planning Area (#)
* Existing built-use map for the Planning Area (#)
* Physiographic Map of Planning Area showing physical features
* Map showing presence of protected and ecologically sensitive areas including habitats of endangered species in Planning Area
* Hazard maps of Planning Area showing key vulnerable areas with regard to different hazards (via overlays)
* Map representing land values across different locations in Planning Area
* Geological Map of Planning Area
* Map showing historical and heritage sites present in Planning Area
* Map showing overall, gross residential and net residential densities across different locations in Planning Area
* Map showing housing typology across Planning Area
* Map showing location and extent of slums across Planning Area
* Map showing existing circulation pattern in Planning Area
* Map representing existing mobility patterns in Planning Area
* Map showing existing storm water drainage network in Planning Area
* Map showing existing sewerage network and allied utilities in Planning Area
* Map showing existing water supply network and allied utilities in Planning Area
* Map showing proposed land use map for the Planning Area (\*)
* Set of detailed proposed land use maps for planning area (#)
* Map showing proposals for slums and informal settlements across the planning area
* Map showing proposed circulation pattern in Planning Area
* Map showing proposed mobility patterns in the planning area
* Map showing the proposed stormwater drainage network in the Planning area
* Map showing the proposed water supply network and allied utilities in Planning area
* Map showing proposed sewerage network and allied utilities in Planning area
* Map showing existing and proposed solid waste landfill sites in Planning area
* Map showing proposed ecologically sensitive and protected areas in Planning area
* Map showing existing and proposed power and energy services in Planning area
* (\*) hard copies to be submitted in 1:20000 scale (#) hard copies to be submitted in 1:4000 scale

PART II

Section 8. Conditions of Contract and Contract Forms

***[Notes:*** *Part II includes two types of standard Contract forms for Consulting Services a Time-Based Contract and a Lump-Sum Contract].*

1. ***Time-Based Contract****. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant’s remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant’s experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.*
2. ***Lump-Sum Contract.*** *This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant’s outputs by the Client is paramount.*
3. *The templates are designed for use in assignments* ***with consulting firms and shall not be used for contracting of individual experts****.]*

###### Time-Based Form of Contract

**STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Time-Based

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###### Lump-Sum Form of Contract

**STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Lump-Sum

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**Contract for Consultant’s Services**

**Lump-Sum**

**Project Name** Urban Mobility and Spatial Development.

*[****Loan/Credit/Grant****]* **No.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignment Title: Consultancy Services for the Preparation of Development Plan for Chengalpattu New Town 2025 – 2045

**between**

**Chennai Metropolitan Development Authority,**

**Chennai, India**

**and**

*[****Name of the Consultant****]*

**Dated:**

1. Form of Contract

**Lump-Sum**

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).*]*

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received [*or* has applied for] a loan [*or* credit *or* grant] from the [*insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]:* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract(including Attachment 1 “Fraud and Corruption”);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D, and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

1. General Conditions of Contract

A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions
 | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
1. **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
2. **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
3. **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
4. **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
5. **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
6. **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
7. **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
8. **“Day”** means a working day unless indicated otherwise.
9. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
10. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
11. **“Foreign Currency”** means any currency other than the currency of the Client’s country.
12. **“GCC”** means these General Conditions of Contract.
13. **“Government”** means the government of the Client’s country.
14. **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
15. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
16. **“Local Currency”** means the currency of the Client’s country.
17. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
18. **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them.
19. **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
20. **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
21. **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
22. **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
 |
| 1. Relationship between the Parties
 | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
 |
| 1. Law Governing Contract
 | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
 |
| 1. Language
 | * 1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
 |
| 1. Headings
 | * 1. The headings shall not limit, alter or affect the meaning of this Contract.
 |
| 1. Communications
 | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
	2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
 |
| 1. Location
 | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.
 |
| 1. Authority of Member in Charge
 | * 1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
 |
| 1. Authorized Representatives
 | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.**
 |
| 1. Fraud and Corruption
 | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Attachment 1 to the GCC.
 |
| a. Commissions and Fees | * 1. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
 |

B. Commencement, Completion, Modification and Termination of Contract

|  |  |
| --- | --- |
| 1. Effectiveness of Contract
 | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
 |
| 1. Termination of Contract for Failure to Become Effective
 | * 1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
 |
| 1. Commencement of Services
 | * 1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
 |
| 1. Expiration of Contract
 | * 1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
 |
| 1. Entire Agreement
 | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
 |
| 1. Modifications or Variations
 | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
	2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
 |
| 1. Force Majeure
 |  |
| a. Definition | * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
	2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
	3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
 |
| b. No Breach of Contract | * 1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
 |
| c. Measures to be Taken | * 1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.* 1. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.
 |
| 1. Suspension
 | * 1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
 |
| 1. Termination
 | * 1. This Contract may be terminated by either Party as per provisions set up below:
 |
| a. By the Client | 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):* 1. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
	2. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
	3. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
	4. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
	5. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
	6. If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.  |
| b. By the Consultant | 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.1. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
2. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
3. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
4. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach.
 |
| c. Cessation of Rights and Obligations | 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:1. payment for Services satisfactorily performed prior to the effective date of termination; and
2. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
 |

C. Obligations of the Consultant

|  |  |
| --- | --- |
| 1. General
 |  |
| a. Standard of Performance | * 1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.
	2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
	3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
 |
| b. Law Applicable to Services | * 1. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
	2. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when
1. as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
	1. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
 |
| 1. Conflict of Interest
 | * 1. The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
 |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.  |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| 1. Confidentiality
 | * 1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
 |
| 1. Liability of the Consultant
 | * 1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be provided by the Applicable Law.
 |
| 1. Insurance to be taken out by the Consultant
 | * 1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
 |
| 1. Accounting, Inspection and Auditing
 | * 1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
	2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant’s and its Subcontractors’ and subconsultants’ attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).
 |
| 1. Reporting Obligations
 | * 1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
 |
| 1. Proprietary Rights of the Client in Reports and Records
 | * 1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
	2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
 |
| 1. Equipment, Vehicles and Materials
 | * 1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
	2. Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
 |
| 1. Code of Conduct
 | Not used |
| 1. Forced Labor
 | * 1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| 1. Child Labor
 | * 1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client’s consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:1. with exposure to physical, psychological or sexual abuse;
2. underground, underwater, working at heights or in confined spaces;
3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
 |
| 1. Non-Discrimination and Equal Opportunity
 | * 1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31). |
| 1. Training of Experts
 | * 1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts. |

D. Consultant’s Experts and Sub-Consultants

|  |  |
| --- | --- |
| 1. Description of Key Experts
 | * 1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.**
 |
| 1. Replacement of Key Experts
 | * 1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
	2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
 |
| 1. Removal of Experts or Sub-consultants
 | * 1. If the Client finds that any of the Experts or Sub-consultant:
1. persists in any misconduct or lack of care;
2. carries out duties incompetently or negligently;
3. fails to comply with any provision of the Contract;
4. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;

the Consultant shall, at the Client’s written request, provide a replacement.* 1. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
	2. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
	3. Subject to the requirements in Clause GCC 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
	4. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
 |

E. Obligations of the Client

|  |  |
| --- | --- |
| 1. Assistance and Exemptions
 | * 1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
2. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.
3. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
4. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
5. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country.
6. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
7. Provide to the Consultant any such other assistance as may be specified in the **SCC**.
 |
| 1. Access to Project Site
 | * 1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
 |
| 1. Change in the Applicable Law Related to Taxes and Duties
 | * 1. If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1.
 |
| 1. Services, Facilities and Property of the Client
 | * 1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**
 |
| 1. Counterpart Personnel
 | * 1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.
	2. Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
 |
| 1. Payment Obligation
 | * 1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.
 |

F. Payments to the Consultant

|  |  |
| --- | --- |
| 1. Contract Price
 | * 1. The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.
	2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
 |
| 1. Taxes and Duties
 | * 1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
	2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
 |
| 1. Currency of Payment
 | * 1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
 |
| 1. Mode of Billing and Payment
 | * 1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.
	2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.  46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  46.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.  |
| 1. Interest on Delayed Payments
 | * 1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**
 |

G. Fairness and Good Faith

|  |  |
| --- | --- |
| 1. Good Faith
 | * 1. The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
 |

H. Settlement of Disputes

|  |  |
| --- | --- |
| 1. Amicable Settlement
 | * 1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
	2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.
 |
| 1. Dispute Resolution
 | * 1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.
 |

**II. General Conditions**

**Attachment 1**

**Fraud and Corruption**

***(Text in this Attachment shall not be modified)***

1. **Purpose**
	1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[6]](#footnote-6) (ii) to be a nominated[[7]](#footnote-7) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[8]](#footnote-8) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.
17. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(a)**  | **The Contract shall be construed in accordance with the law of** India |
| **4.1** | **The language is:** English. |
| **6.1 and 6.2** | **The addresses are** *[fill in at negotiations with the selected firm]***:**Client : Chennai Metropolitan Development Authority, Attention :The Member Secretary,Chennai Metropolitan Development Authority,Thalamuthu Natarajan Building, No.1, Gandhi Irwin Road, Egmore, Chennai - 600 008, IndiaConsultant :  Attention : Facsimile : E-mail (where permitted) :  |
| **8.1** | *[Note: If the Consultant consists only of one entity, state “N/A”;**OR**If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]***The Lead Member on behalf of the JV is** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]*  |
| **9.1** | **The Authorized Representatives are:****For the Client: Member Secretary, Chennai Metropolita Development Authority** **For the Consultant:** *[name, title]* |
| **11.1** | **The effectiveness conditions are the following**: Signing of Contract by both the parties, after due approvals. |
| **12.1** | **Termination of Contract for Failure to Become Effective:****The time period shall be 30 days.**  |
| **13.1** | **Commencement of Services:****The number of days shall be 10 days.**Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:****The time period shall be** 24 months [96 (ninety six) weeks] from the date of signing of the contract. |
| **21 b.** | **The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**Yes |

|  |  |
| --- | --- |
| **23.1** | The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:**“Limitation of the Consultant’s Liability towards the Client:****(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:** **(i) for any indirect or consequential loss or damage; and** **(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;** **(b) This limitation of liability shall not** **(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;****(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India*”.*** |
| **24.1** | **The insurance coverage against the risks shall be as follows:****(a) Professional liability insurance, with a minimum coverage of 110%** of the total contract price.(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India;(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in India(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| **27.1** | *Clause 27.1 Applies* |
| **27.2** | **The Consultant shall not use these *documents and software* for purposes unrelated to this Contract without the prior written approval of the Client**. |
| **37.1** **(a) through (f)** | *Will be finalized during technical negotiation.* |
| **37.1(g)** | *deleted* |
| **43.1** | **The Contract price is:** Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.****Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant.** The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client.**The amount of such taxes is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]* |
| **44.1 and 44.2** | **The consultants, sub-consultants and the Personnel shall pay** the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.**The Client shall only reimburse the Goods and Services Tax (GST)** payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. |
| **46.2** | **The payment schedule: All payments shall be made in Rs.** ***[****Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A****]***

| **SI No** | **Milestones/Deliverable** | **Completion /Submission Time from the issue of LOA** | **Payment (% of the Total Consultancy Fee)** |
| --- | --- | --- | --- |
| 1 | Submission and Approval of Inception Report (Deliverable 1)  | T+1 month  | 10% |
| 2 | Submission and Approval of Situation Analysis Report (Deliverable 2) | T+ 3 months  | 15% |
| 3 | Submission and Approval of ***Vision Document (Deliverable 3)*** | T+5 months | 15% |
| 4 | **C** Submission and Approval of C**oncept Plan and Strategy Formulation Report (Deliverable 4)** | T+6 months | 10% |
| 5 | Submission and Approval of Draft New Town Development Plan and Report (Deliverable 5) | T+8 months  | 10% |
| 6 | Submission and Approval of Environment and Social Summary Statement (Deliverable 6 Annex) | T + 9 months | 10% |
| 7 | Submission and Approval of Final New Town Development Plan and Report (Deliverable 6) | T+10 months | 15% |
| 8 | Supporting Authority in various approval processes (Deliverable 7) | T+12 months | 15% |

 |
| **46.2.1**  | The following provisions shall apply to the advance payment and the advance bank payment guarantee: **NOT APPLICABLE**(1) An advance payment of Rs…. *[insert amount]* shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee and the invoice by the Client. The advance payment will be set off by the Client in equal portions against *[list the payments against which the advance is offset]*.(2) The advance bank payment guarantee shall be in the amount of the advance payment.(3) The bank guarantee will be released when the advance payment has been fully set off.  |
| **46.2.4** | **The account is:***[insert account]* for Rs. |
| **47.1** | **The interest rate is**: *[insert rate with reference to local inflation or State Bank of India prime lending rate whichever is less]*. |
| **50.1** | **Disputes shall be settled by arbitration in accordance with the following provisions:**1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate professional body, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)\*]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate appointing authority, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)\*]*.(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
|  | 2. Rules of Procedure. Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration & Conciliation Act 1996, of India.3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:(a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where the contract is signed;(b) the English language shall be the official language for all purposes; 1. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
2. Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India)\*.
3. The Arbitrator should give final award within……… days of starting of the proceedings *[indicate the days (Between 120-180) by which arbitrator should give award].*
4. Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.

\* Choose *one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of consultancies).****Alternatively*** *[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to ‘Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration’ by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber’s Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at\_\_\_\_\_\_\_\_\_\_, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English”. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 10 Million unless the parties have agreed otherwise for a sole arbitrator].* |

1. Appendices

Appendix A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]*

………………………………………………………………………………………………

Appendix B - Key Experts

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

……………………………………………………………………………………………………

Appendix C – Breakdown of Contract Price

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*“*The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

 Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract*.”]*

**Model Form I**

**Breakdown of Agreed Fixed Rates in Consultant’s Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in Rs.)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Experts | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges1 | Overhead1 | Subtotal | Profit2 | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour1 |
| Home Office |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Work in the Client’s Country |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature Date

Name and Title:

Appendix D - Form of Advance Payments Guarantee

*[See Clause GCC 42.2.1 and SCC 46.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert commercial Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_*[insert date]*\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_*[insert number]*\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_*[insert date]*\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_\_\_\_\_\_\_ *[insert amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[9]](#footnote-9)1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_*[month]*\_\_\_\_\_\_\_\_\_\_, *[year]*\_\_,[[10]](#footnote-10)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

1. **For consulting services other than for supervision (project management) of infrastructure contracts (such as Plant and Works)** [↑](#footnote-ref-1)
2. *[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]* [↑](#footnote-ref-2)
3. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-3)
4. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-4)
5. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-5)
6. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-6)
7. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-7)
8. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-8)
9. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-9)
10. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-10)