

Section 4 Appendix A

**CALLDOWN CONTRACT**

**Framework Agreement with: IMC Worldwide Ltd**

**Framework Agreement for: Expert Advisor Call Down Service (EACDS) Lot C**

**Framework Agreement Purchase Order Number: 7468**

**Call-down Contract For: Socio-Economic Masterplan for New Yangon Development Corporation (NYDC)**

**Contract Purchase Order Number: 8181**

I refer to the following:

1. The above mentioned Framework Agreement dated 29 September 2016;
2. Your proposal of 13 November 2017

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

**1. Commencement and Duration of the Services**

- 1.1 The Supplier shall start the Services no later than **20 December 2017** ("the Start Date") and the Services shall be completed by **30 April 2018** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

**2. Recipient**

- 2.1 DFID requires the Supplier to provide the Services to the **Growth and Resilience Department, Department for International Development** ("the Recipient").

**3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed **£697,100** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.
- 3.2 Expenses, as detailed in Annex B, Pro Forma 2 are indicative and will not exceed the maximum costs detailed against each line of expense. For the clarification of doubt expenses, with the exception of per diems charged at £■ a day for subsistence will be paid in receipted actuals at each Milestone Payment.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.



## **28. Milestone Payment Basis**

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

## **4. DFID Officials**

- 4.1 The Project Officer is:

[REDACTED]

Growth and Resilience Department  
DFID, East Kilbride

- 4.2 The Contract Officer is:

[REDACTED]

Procurement and Commercial Department  
DFID, East Kilbride

## **5. Sub-Contractor**

The following sub-contractor cannot be substituted by the supplier without DFID's prior written consent:

McKinsey

## **6. Key Personnel**

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

Key personnel are detailed in Annex B, Pro forma 1.

## **7. Reports**

- 7.1 The Supplier shall submit project reports in accordance with the Terms of Reference, Annex A and milestone payment plan detailed in Annex B, Pro- Forma 4.

## 8. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
  - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
  - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

## 9. Call-down Contract Signature

- 9.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.



Department  
for International  
Development



For and on behalf of  
The Secretary of State for  
International Development

Name:

Position:

Signature:

Date:

For and on behalf of  
IMC Worldwide Ltd

Name:

Position:

Signature:

Date:



# Terms of Reference: Socio-Economic Masterplan for New Yangon Development Corporation (NYDC)

## Contents

<a href="#">Overview</a> .....	2
<a href="#">Background and Context</a> .....	2
<a href="#">Project Requirement</a> .....	4
<a href="#">Objectives</a> .....	4
<a href="#">Process</a> .....	5
<a href="#">Outputs</a> .....	5
<a href="#">Timescale and Payment Structure</a> .....	6
<a href="#">Responding to the Terms of Reference</a> .....	7
<a href="#">Duty of Care</a> .....	7
<a href="#">Conflict of Interest</a> .....	8
<a href="#">Working Environment</a> .....	8
<a href="#">Transparency</a> .....	8



## Overview

New Yangon City is a substantial urban expansion of Yangon, offering an extensive opportunity to improve the long term economic competitiveness and city-functionality of Greater Yangon.

DFID is seeking to procure a socio-economic development plan for the expansion area which will provide the blue print for how Yangon can seek to develop over the next 20 years, paving the way for job creation, more productive business activity increased foreign and domestic investment and future-proofed city planning.

Given the sensitive nature of the project, full details of the New City proposals will only be provided to the organisation(s) selected by New Yangon Development Company and DFID.

## Background and Context

The last census showed that around 7.35 million people live in Yangon region with 70% in the urban area. Yangon region has the highest densities of population per square kilometre in Myanmar (723 per sq. km). Population in Yangon is expected to grow exponentially with population densification expected to grow in line with other large cities in Asia. Yangon is the key economy of Myanmar, and the economic growth of the country is dependent on robust economic growth in Yangon.

Yangon's economic growth is severely hampered by a lack of reliable electricity. It is already experiencing major traffic congestion with a pressing need to provide more public transport. Like other major cities it also has significant housing pressures, with pinch-points around access to low cost and affordable housing. Yangon is prone to seasonal flooding and also has significant risk of seismic activity. The area in question does not have strong supply of underground water, which is used in other areas of Yangon.

Yangon Regional Government is seeking to develop 30,000 acres in Yangon Region in order to release space for new commercial and business activity, new housing and new government offices: essentially an extensive urban expansion. The aim is to drive 2,000,000 new jobs, particularly through the development of a new industrial corridor.

It is likely that the precinct will be developed around two core nodes, a town node and an industrial node:

- The town node will include new government offices close to existing settlements, which will be expanded into modern townships. Extensive planning and works will need to occur to upgrade key existing settlements, to improve services and allow for additional town development.
- It is hoped that the new industrial corridor can be 'fast tracked' in order to bring forward job opportunities which will allow the government to develop new housing opportunities for dispossessed and very poor citizens.

The aspiration for the New Yangon is that it is 'green, smart and liveable' and improves Yangon's overall economic competitiveness and is well-integrated with existing Yangon infrastructure. By expanding the city, the Government hopes to:

- Ease congestion and land pressure across 'existing Yangon', ensuring good transport and services connectivity across Greater Yangon
- Improve the economic opportunities and lives of citizens



- Protect the existing heritage areas
- Provide opportunities for modern business facilities to enhance the long term regional economic competitiveness of Yangon
- Attract additional foreign investors that have improved mechanisation and technologies through the development of a greenfield industrial zone

From a socio economic perspective, the aim is to

- Quantify the economic opportunity, the potential to drive productivity and job creation in a phased way that will lead to ongoing ability to improve skills and productivity, mechanisation, innovation and competitiveness.
- Assess and understand population growth and demographic change, to plan for growth and ensure urban development facilitates this while promoting environmental outcomes.
- Maximise inclusive growth outcomes, including for women.
- Maximise opportunities to create a liveable, smart and environmentally sustainable city.
- Understand financial, demand and delivery constraints.

From an infrastructure perspective:

- Extensively improved power provision will be required, especially for industrial uses;
- Additional bridge connections will be required to improve traffic flow;
- Major trunk roads will be required;
- Water and flood management will be critical, as adjacent rivers are tidal and monsoon flooding is common. NYDC hopes that modern, innovative water management approaches, including better water capture and treatment, can be a pilot for better water use across Greater Yangon and elsewhere.
- Modern sewerage and sanitation is key, as is the provision of urban water services;
- Telephony and improvised digital service is important, particularly broadband and fast internet for business uses.
- Building codes and standards are important for climate and earthquake reasons and smart, environmentally sustainable building and spatial design should be integrated throughout the project.

## Project Requirement

### Objectives

The key objectives are to provide a socio economic master plan within a short space of time.

In one key respect, this project differs from a typical socio economic master plan, in that a concrete roadmap for delivering the New City development is required. We do not want a research report that provides insight but is not actionable.

***DFID will prioritise consortia responses that recognise and understand the need of NYDC and Myanmar government stakeholders to gain a clear delivery roadmap for the scheme.*** For example, we expect final outputs not just to suggest target sectors etc. but to clearly document the steps required to achieve the final ambition.

The plan must give sound practical and pragmatic insight and delivery advice to NYDC, giving them a roadmap that:

1. Maximises long term inclusive economic benefits
2. Minimises direct public expenditure and highlights areas that will drive greatest economic value for money for government.
3. Maximises environmental efficiency.
4. Promotes opportunities for value-adding long term international investment and the fast tracking of job creating investment.
5. Promotes smooth governance and delivery of the scheme.
6. Identifies optimal asset class mix and identifies options for fast tracking investment

The Socio Economic plan should identify how this new development can benefit the productivity, and competitiveness, connectivity and liability of Greater Yangon. It should consider:

- Key growth constraints of greater Yangon in spatial and economic terms;
- Key economic opportunities of Greater Yangon in terms of sectors, clusters
- Scope for attracting FDI and scope for enhancing local SME business productivity and access to international markets.
- Scope for the new development to support the economic development of Myanmar, particularly providing opportunities for improved access to markets for businesses in the Ayeyarwady region and the development of sector growth in adjacent regions of Myanmar (e.g. Yangon as a market for producers in Myanmar).
- International demand for real estate and business investment.

It should consider the urban planning opportunities on offer, the potential for development, identifying:

- Best economic use for the site,
- Sector strategy and sub segment prioritization
- Optimal zoning for economic growth and social inclusion, noting existing townships that will need to be expanded and developed.
- An anchor tenant strategy.





- Financial model for taking forward development, including financial projections, scope to minimise and manage public upfront investment, scope for creative private financing and to lay out a number of scenarios for financing.

Ensuring the team has strong Myanmar language ability is required. Bidding organisations must ensure all materials can be translated in Myanmar and most meetings and consultations will require Myanmar language skills. It is likely that many documents that will need to be reviewed by the team will be in Myanmar.

Ideally, one or more staff would be Myanmar nationals with appropriate experience and English language capability. Having at least one team member fluent in Myanmar is necessary.

### Process

A consultative and inclusive process is required that would include:

- An inception meeting will be held with NYDC and DFID to refine scope
- A detailed project work plan with approach will be submitted to NYDC and DFID to ensure NYDC accepts proposed approach and to agree final outputs
- A series of consultations to gain access to key materials held by various organisations including Myanmar government organisations and donors.
- Workshops with key Myanmar stakeholders to produce an action plan and delivery roadmap.
- A final presentation to senior Ministers and NYDC to present findings and final report.

### Outputs

Extensive consultation is required with a broad number of stakeholders. The socio economic masterplan should:

1. Identify the **value proposition of New Yangon**, in the context of how this will enhance the overall value proposition of Greater Yangon and should articulate the city concept and **vision for the New City**.
2. Undertake economic analysis and develop a **sector strategy** and sub segment prioritization, including an assessment of employment land demand issues, including an appraisal of future needs in the sub-region.
3. **Generate a job creation plan** attuned to appropriate improved business attraction, formation and competitiveness, identifying regulatory and policy improvements.
4. Develop a **human capital development plan** that reflects the future industries, business mix and new investment, providing a sense of the trajectory for skills development, along with actions and stakeholders who can support skills uplifts. It should seek to maximise linkages with Yangon's large university network for human capital development. It should also include a review of construction industry skills and technologies, including recommendations for increasing local content and local labour. This project should be leveraged to provide local job and career opportunities so that a modern and competitive construction industry can be developed.
5. Generate an **infrastructure plan with financing options and prioritisations**, promoting transport and other connectivity with Greater Yangon, along with opportunities for private investment.



6. Generate an **environmental strategy** to minimise environmental impacts and to highlight for the Spatial Masterplan, opportunities and aspirations for environmentally sound scheme and a green and liveable new city.
7. Generate a **strategy for managing and accommodating population growth and urbanisation**, noting the opportunities for sensitively developing existing townships within the site.
8. Provide advice on **optimal asset class mix** and realistic demand projections, along with recommendations on phasing in order to drive and accelerate maximum economic benefit and including an anchor tenant strategy. This will need to take account of existing townships and development opportunities to expand these townships to enhance their competitiveness and functionality. Market appraisal and research is required to assess the prospects for attracting value-adding business, industrial, tourism, leisure and hotel facilities and residential uses etc.
9. Provide advice for best way to **fast track and incentivize the development of the industrial corridor** on the site.
10. Provide a **risk register and risk management plan**.
11. Provide a **delivery plan**, highlighting stakeholders, responsibilities and noting critical path. This must highlight key policy priorities for Government and key action plan, with prioritised actions and a sense of where Government should target donors, investors for key infrastructure investment.
12. Provide a **clear governance structure with clear responsibilities**. Noting key issues and policy actions that will need to be undertaken to expedite the project and ensure smooth delivery.
13. Provide a **financial plan** with sound timetable and financing options for each stage.

### Timescale and Payment Structure

Fast mobilisation and an ability to work within a compressed timeframe is critical.

Payment will be made as follows:

- Negotiated payment of inception costs
- Milestone payments to be negotiated with successful bidder.
- Final payment on provision of final plan that is accepted by NYDC and DFID.

With DFID's approval there will be an option to extend the contract for a further 3 months after consultation with both the supplier and DFID.



## Responding to the Terms of Reference

In responding to these terms of reference, interested contractors should outline:

1. Brief proposal for the assignment including understanding of TOR, summary of relevant experience, proposed approach, methodology.
2. Indicative work plan and timescale
3. Proposed team structure and CVs of individuals to be involved
4. Organisational experience summaries, particularly experience in Myanmar and relevant urban developments in the region
5. Budget analysed by grade of staff, daily rates, expenses
6. Response to Duty of Care Requirements (below)
7. Note Conflict of Interest considerations (below)
8. Note 'Working Environment' considerations (below)

### **Duty of Care**

The Supplier owes a duty of care to the Supplier's Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Supplier's Personnel carry out the Services.

The Supplier warrants that it has and will throughout the duration of the Contract:

- a) carry out the appropriate risk assessment with regard to its delivery of the Services;
- b) provide the Supplier's Personnel with adequate information, instruction, training and supervision;
- c) have appropriate emergency procedures in place to enable their provision of the Services so as to prevent damage to the Supplier's Personnel's health, safety, security of life and property and general wellbeing.

The provision of information of any kind whatsoever by DFID to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this Clause 7. The positive evaluation of the Supplier's proposal for the provision of the Services and the award of this Contract is not an endorsement by DFID of any arrangements which the Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier's Personnel in relation to the provision of the Services.

The Supplier acknowledges that the DFID accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier's Personnel with regard to the Supplier's Personnel carrying out the Services under this Contract.

The Supplier shall indemnify and keep indemnified DFID in respect of:

- a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by the Supplier, the Supplier's Personnel in connection with the performance of the Contract;
- b) any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with the performance of the Contract.



The Supplier will ensure that such insurance arrangements as are made to cover the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier, and pursuant to the Suppliers duty of care as referred to in this Clause 7, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

The costs of any insurance specifically taken out by the Supplier to support the performance of this Contract in relation to the Suppliers Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

Where DFID is providing any specific security arrangements for Suppliers in relation to the Contract, these will be as detailed in the Terms of Reference.

The Supplier shall provide training on a continuing basis for all Supplier Personnel, in compliance with the Security Policy and the security plan.

### **Conflict of Interest**

Bidders may face a potential conflict of interest with respect to downstream work irrespective of whichever institution may finance the eventual implementation of works. Bidders need to carefully consider their position regarding COI risk before responding to this Terms of Reference.

### **Working Environment**

All persons will be working in an office environment. Road travel around Yangon and air travel to Nay Pyi Taw or other cities in South East Asia may be required.

The area to be developed is typical low lying agricultural land in Yangon.

Organisations will need to make their own assessments on risk, insurance and living arrangements for staff. DFID and UK Embassy in Burma are willing to provide advice to bidders and contractors, based on our own health and safety standards for staff.

### **Transparency**

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (Clause 28), the content of this Contract is not confidential information. DFID shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

Notwithstanding any other term of this Contract, the Supplier hereby gives their consent for DFID to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

DFID may consult with the supplier to inform its decision regarding any exemptions with regard to FOIA but DFID shall have the final decision in its absolute discretion.

The Supplier shall assist and cooperate with DFID to enable DFID to publish this Contract.

The Supplier acknowledges that DFID endorses/supports the requirements of the IATI standard and shall assist and cooperate with DFID, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.

The Supplier shall:



- a) publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and comprehensive publishing of data, on all activities in the supply chain, in the delivery of development cooperation and humanitarian aid
- b) provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the IATI requirements.



Department  
for International  
Development

