



GOVERNMENT OF SRI LANKA (GOSL)

MINISTRY OF MEGAPOLIS AND WESTERN DEVELOPMENT (MMWD)

STRATEGIC CITIES DEVELOPMENT PROJECT (SCDP)

ANURADHAPURA INTEGRATED URBAN DEVELOPMENT PROJECT (AIUDP)

**REQUEST FOR EXPRESSIONS OF INTEREST (EOI)
FOR
CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE TO URBAN
DEVELOPMENT AUTHORITY TO DETAIL THE PROPOSED ANURADHAPURA
CITY DEVELOPMENT PLAN (CSCDP)**

Package No.: SCDP/ AFD/CS/04

1. The GOSL has received a financing from the French Development Agency (AFD) and intends to use part of the funds thereof for payments under the Anuradhapura Integrated Urban Development Project (AIUDP) as part of the Strategic Cities Development Project (SCDP), Ministry of Megapolis and Western Development (MMWD). The Project Management Unit (PMU) of the SCDP, a dedicated project management team under the MMWD, is the Implementing Agency for the AIUDP (AFD Credit facility Agreement CLK 1009 01R signed on 1st December 2016); it is composed of a PMU team based in Colombo and of a Project Implementing Unit (PIU) team based in Anuradhapura.
2. The Project Area consists of the territory of Anuradhapura Municipal Council (AMC), located in the North-Central region of Sri Lanka, 210 km from Colombo, the capital city. Anuradhapura, part of Sri Lanka's "Cultural Triangle", has a particular importance due to its former capital status, the high significance of its archaeological remains and its weight in the Buddhist pilgrimages in the island.
3. Despite pressures related to recent urban growth, the territory still reflects the 1949 urban plan which proposed a division between (1) the sacred city – classified as a UNESCO World Heritage site since 1982, concentrating the principal archaeological remains and religious monuments, (2) a green central corridor and (3) a modern city designed in the garden city tradition, which concentrates Anuradhapura's business, shopping, administrative and residential functions.
4. The prime objective of the AIUDP is to promote a balanced mode of co-development between the sacred and modern parts of Anuradhapura, with the objective of preserving its cultural and natural heritage, key to the site's attractiveness. The specific objectives of the AIUDP are to: (i) Improve storm water management; (ii) Address urban mobility issues in both the town center and sacred city; and (iii) Strengthen urban and heritage management practices in Anuradhapura. Once delivered, the assets financed under AIUDP will be managed and maintained by multiple Project Partner Agencies (PPA), including Anuradhapura Municipal Council (AMC), Northern Central Province (NCP) Irrigation Department (NCPID), Sri Lanka Transport Board (SLTB), Road Development Authority (RDA), Department of Archeology (DOA) etc.
5. The Project includes a dedicated consultancy services to provide technical assistance to Urban Development Authority to detail the Anuradhapura City Development Plan (the Anuradhapura Urban Area Development Plan which is prepared by the Urban Development Authority). The CDP prepared by the UDA covers only the Anuradhapura Municipal Council Area. In addition, the consultancy will also assist the UDA to study the urban characteristics of the peripheral areas of the City to determine the boundaries of the Greater Anuradhapura and prepare the structure plan for the

same. Both these plans will be gazetted under the provision of the UDA Law. In carrying out this task, the data and analyses of the consultants of the Anuradhapura Integrated Urban Development Project should be made use of.

6. The Consultancy Service consists of supplying of the services of experts in identified subject areas of Urban Planning, Public-Private-Partnerships, Database Management, Urban Economics, Real Estate, GIS, Architecture, Urban Design, Heritage, Engineering, Urban Drainage, Urban Mobility, Finance and Landscape Architecture to the Urban Development Authority to detail the Anuradhapura City Development Plan and the Greater Anuradhapura Structure Plan.
7. The Consultant group under the direction of a Team Leader will work with a counterpart team from the Urban Development Authority (UDA) in the UDA office of Anuradhapura. The Consultant is expected to provide expert professionals who have suitable qualifications and extensive experience in the different key fields identified above. Some expertise has been identified as from international experts whereas some have been identified as from Sri Lankan experts.
8. The CSCDP is expected to assist UDA teams in order to deliver the following:
 - I. **To ensure coherency with AIUDP, review the latest Anuradhapura City Development Plan** which covers the Anuradhapura Municipal Council Area prepared by the UDA to identify and limit conflicts and contradictions in order to keep one single view on urban future development.
 - II. **To finalize Anuradhapura City Development Plan based on the plan already prepared by the UDA** in terms of enhancing/detailing the provisions of the plan, e.g. development guide plans; and more significantly, aspects such as drainage, sanitation, mobility, transport, environmental safeguards, heritage management, urban design, financial and economic evaluation, financing of projects and urban governance. The consultants for the Anuradhapura Integrated Urban Development Project will finalise the Storm Water Drainage Master Plan and the Mobility & Traffic Management Strategy (Master Plan) by February 2019. Accordingly, these master plans will be available for use.
 - III. **To establish an IT-based urban management tool** in order to facilitate data collection, in particular to centralize them on one single platform, and to later on analyse them and eventually improve urban management on a daily basis. An IT based Urban Management tool is to be installed on UDA's computers and the staff trained appropriately. Such tool should provide UDA with urban management mechanism on a daily basis.
 - IV. **Data review and analysis of existing situation** of the Greater Anuradhapura Area which covers the definition of the area, elaboration of the urban profile and in-depth cartographic diagnoses.
 - V. **Development of Greater Anuradhapura Structure Plan** which covers the elaboration of demographic evolution for the next 20 years, identification of levers for change, priorities and orientation for future development, elaboration of a long-term development plan (scenarios for future urban growth and spatial development), elaboration of the Greater Anuradhapura Development Plan and formulation of building regulations with urban design guidelines.
 - VI. **To conduct institutional and financial analyses** and define the conditions for the implementation of the plans.

- VII. **To identify action projects and make arrangements for their future implementation** and to develop conceptual designs and to detail financing mechanisms.
- VIII. **Capacity building and capitalization** on the basis of an institutional assessment, technical assistance and capacity building at local and national levels to the UDA as well as National Physical planning Department (NPPD) and the Anuradhapura Municipal Council. A vigorous programme is envisaged to ensure that these institutions are equipped with the next generation of technology to monitor and manage the urban development of a very sensitive region. In addition, elaboration of a toolkit manual on development plans is also anticipated which will benefit the planning activities of the UDA and NPPD.
9. The duration of consulting services will be over a period of around ten months.
10. The GOSL/SCDP hereby invites reputed Consulting firms – single legal entities, joint ventures or consortiums – with successful and high standard of achievements and proven experiences in the region to show their interest in delivering the Services described above. At this stage of the tender, in case of Consortium, it will be strictly limited to a maximum of one (1) local firm and a maximum of one (1) international firm. In the final proposals, for the shortlisted consortiums, it may be allowed to add other partners.
11. Eligibility criteria to AFD’s financing are specified in sub-clause 1.3 of the “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”, available online on AFD’s website www.afd.fr. In order to confirm their eligibility for AFD’s financing, Consortiums should notably submit in their expression of interest a duly signed Statement of Integrity (appended to this letter). For that purpose, documented evidence of recent and similar services shall be submitted. If the consultant is a Joint Venture (JV), the Expression of Interest shall include a copy of the JV Agreement entered into by all members. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful proposal shall be signed by all members and submitted with the Expression of Interest, together with a copy of the proposed Agreement.
12. The EOI should clearly demonstrate the relevant experience of the firm. Determination of the similarity of experiences will be based on the size of contracts for services of similar nature :
- Management of time-bound, complex consultancy services in general;
 - References in the field of integrated urban development projects will give additional value;
 - References of similar services for donor-funded projects will also give additional value.
 - Excellent English speaking and local language proficiency will be positively assessed.
13. Information required as part of the EOI include: Name of the firm, Country of origin, Year of incorporation, Relevant experience in Programs of similar nature and complexity (for the last 10 years – since January 2008) addressing requirements described above in terms of the scope of work, key technical fields, and regional localization (see article 11-13), Registration details of the firms, ISO 9001 certification or equivalent.
- EOI recommended structure is the following:
- General introduction about the leading firm and its potential partners;
 - Justification of consortium or JV in those both cases: complementary capacities and key technical fields of the consortium;
 - List of relevant experiences and brief description of similar projects/assignments addressing requirements described above in terms of the scope of work (including in Sri Lanka or similar countries);
 - For each member of the consortium: registration details of the firms, ISO 9001 certification or equivalent;
 - Audited financial accounts for last five years.

14. The GOSL/SCDP will also take into account for the evaluation of the applications the following items:
 - The relevant specialization domain of each consortium member related to this current EoI;
 - The number of references: this number should not exceed 10 for the entire offer, and the references must have been done (or still ongoing) within the last five years;
 - The answer to this EoI must not exceed 50 pages for each Consortium (in character 10).
15. At this stage, CVs of experts are not expected and should not be provided in order to avoid other experts that the shortlisted bidders may propose in the final bid. In the final RfP to be shared with the shortlisted consortiums, it shall be noted that the involvement of local experts both as Key Experts and Non-Key Experts in the offer will be one of the criteria of evaluation of final proposals. Permanent staff shall be available to carry out the assignment throughout the duration of Consultancy.
16. EOIs should be submitted in 03 hard copies (and doubled by electronic versions) to the office of the Project Director, Strategic Cities Development Project, Ministry of Megapolis and Western Development, 4thFloor, Sethsiripaya Stage I, Battaramulla, Sri Lanka not later than **1500 hours on 6th February 2019**. Submission should be in English language only. The envelope containing the EOI must clearly be marked as: "Invitation for EOI for Consultancy Services for Technical Assistance to Urban Development Authority to Detail the Proposed Anuradhapura City Development Plan (CSCDP)". Late Submissions would be rejected. Only written requests for clarification no later than five (07) calendar days before the deadline for submission of the expressions of interest will be accepted.
17. Among the submitted applications, the GOSL/SCDP will shortlist a maximum of six consultants, to whom the Request for Proposals to carry out the Services shall be sent. The GOSL/SCDP reserves the right to accept or reject any/all Expressions of Interest and cancel the notification without assigning any reason. Only shortlisted firms will be issued Request for Proposal (RFP) Documents, including Terms of Reference (TOR) for the assignment, and be invited to submit a detailed proposal. The tentative scheduled period for transmission of **RFP is 27th February 2019**.
18. For any clarifications / information regarding the details of the project and this procurement, you may contact the nodal officer – Urban Planning/ Designing Specialist, Anuradhapura Integrated Urban Development Project, email:modscdp@gmail.com).
19. After reception of requests for clarifications, answers will be shared regularly on <http://afd.dgmarket.com/> and will be public and for all.

Project Director, Strategic Cities Development Programme,
Ministry of Megapolis and Western Development,
4th Floor, Sethsiripaya Stage I,
Battaramulla,
Sri Lanka
14.01.2019

Appendix to the Request for Expressions of Interest

(to be submitted with the application, signed and unaltered)

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "Contract")

To: _____ (The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
- 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
- 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
- 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) In the case of procurement of goods, works or plants:
- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
- 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.