



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 CONSTRUCTION WORKS SUPERVISION
OF ANURADHAPURA INTEGRATED URBAN DEVELOPMENT PROJECT**

Package No.: SCDP/AFD/CS/06

1. The GOSL has received a financing from the French Agency for Development (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 No: CLK 1009 01 R 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 corresponds to 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 on 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: (i) Improve storm water management; (ii) Address urban mobility issues in both the modern and the sacred city, (iii) Strengthen urban and heritage management practices in Anuradhapura.

5. A consortium of international and local consultants is currently in charge of the detailed design of the physical infrastructure which will be delivered under the AIUDP. The following construction works will be performed in a staggered manner (please kindly note that the quantities provided below are preliminary estimates and will be refined in the Request for Proposals):
- I. Phase 1 (not included in the scope of activities described in the present document) is expected to start in April 2019 and is thus not included in the scope of the present consultancy services. It will include relatively “light” construction works related to the six following physical investments:
 - a. In the Sacred City:
 - (i) Installation 5 types of interpretation boards in 40-50 locations in Sacred City;
 - (ii) Development of 20 km of cycle tracks;
 - (iii) Landscape improvement and Integration of a car park near Sri Maha Bodhiya Temple nearly 2.5 hec ;
 - (iv) Installation of collecting points for solid waste ;
 - b. In the Modern City:
 - (v) Redevelopment of an iconic roundabout (Lion Pillar) ;
 - (vi) Valorisation of a plaza (Railway Plaza) nearly 1.0 hec.
 - II. Phase 2 represents the bulk of the physical investments and is expected to start in the second half of 2019. Construction works will be performed in a staggered manner over the next two and a half years and cover the following activities:
 - (i) Redevelopment of a bus stand (New Bus Stand) (Land coverage nearly 2.0 hec);
 - (ii) Relocation of a railway station (New Town Railway Station);
 - (iii) Development of 6km Soft mobility infrastructure/equipment around two urban transport regeneration areas;
 - (iv) Northern Railway station re-development and Northern Bus terminal integration
 - (v) Cleaning of a spillway canal nearly 2km length (re-landscaping and rehabilitation) and of the main river (Malwathu Oya);
 - (vi) Redevelopment/upgrading of 700m streets/road (Market road, Dhamapala road);
 - (vii) Development of car park(s) (including a car park in a multi-storey building);
 - (viii) 50 km of urban drainage improvement in the Modern City;
 - (ix) Creation of a visitor centre (Land coverage nearly 3.0 hec) ;
 - (x) Installation of around 400 mobile toilets in 20 locations.

Except from the mobile toilets, these physical investments are located in the Modern City.

For Phase 2, construction works will be “pooled” into the minimum number of tenders as possible. The procurement plan for these works is under development and is not known currently.

The targeted Project Completion Date is 31st December 2021.

6. The Services to be provided by the selected firm shall consist of the conventional services and responsibilities of the “Engineer” as defined in the FIDIC Pink Book. These services will only cover the Phase 2 presented above. Further, it is to be noted that the Services shall start from the signing date of the construction works contracts (meaning that the present Services do not include the following activities: preparation of tender documents; evaluation of bids; award to preferred proponents; finalization and signing of contracts).
7. The GOSL/SCDP hereby invites reputed Consulting firms – single 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.
8. 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).
9. Interested consultants must provide information evidencing that they are qualified and experienced to perform those Services. 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.
10. Determination of the similarity of the experiences will be based on:
 - The contracts size;
 - The nature of the Services: work supervision;
 - The technical area and expertise: urban infrastructure;
 - The location: in the region and in Sri Lanka in particular.The Client will also take into account for the evaluation of the applications the following items:
 - Prior relevant experience in Sri Lanka and a strong capacity to mobilize local representatives/partners. Strong local expertise is preferred for these services.
 - Quality assurance procedures and certifications of the Consultant (ISO 9001 certification or equivalent).
11. In conclusion, 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), Financial resources, Annual Turnover (Last Five years), 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: financial resources, annual turnover (last five years), registration details of the firms, ISO 9001 certification or equivalent.
 - Audited financial statements for last five years.
12. Among the submitted applications, the GOSL/SCDP will shortlist a maximum of 6 Consultants, to whom the Request for Proposals to carry out the Services shall be sent by 20th May 2019 (tentative date).
13. EOIs should be submitted with 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 1400 hours on 6th May 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 Works Supervision of Anuradhapura Integrated Urban Development Project”. Late submissions would be rejected. Only written requests for clarification no later than five (5) calendar days before the deadline for submission of the expressions of interest will be accepted.
14. For any clarifications / information regarding the details of the project and this procurement, you may contact the nodal officer – Urban Planning and Design Specialist, Strategic Cities Development Project, email: modscdp@gmail.com).

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

5th April 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/debar> (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.