



REQUEST FOR EXPRESSIONS OF INTEREST

LAGOS, NIGERIA

LAGOS METROPOLITAN AREA TRANSPORT AUTHORITY (LAMATA)

Project Title: CNG 1053 - LAGOS STRATEGIC TRANSPORT MASTER PLAN PROJECT (LSTMPP) 1

Contracts Titles:

1. Consultancy Services For The Preparation of Environment and Social Impact Assessment (with ESMP) and Resettlement Action Plan for QBC PACKAGE 1 (Ojuelegba- Idi Araba, Anthony-Oshodi BRT Route Extension, Oshodi-Onipanu, Ketu – Alapere- Ajelogo, And Yaba- Lawanson- Cele) - **LASG/LAMATA/AFD/CS/NPC/RFQ/SAFG/01-19**
2. Consultancy Services For The Preparation of Environment and Social Impact Assessment (with ESMP) and Resettlement Action Plan for QBC PACKAGE 2 (Iju Ishaga - Abule Egba, Iyana Ipaja – Ayobo) - **LASG/LAMATA/AFD/CS/NPC/RFQ/SAFG/02-19**
3. Consultancy Services For The Preparation of Environment and Social Impact Assessment (with ESMP) and Resettlement Action Plan for QBC PACKAGE 3 (Iyana Iba- Igando) - **LASG/LAMATA/AFD/CS/NPC/RFQ/SAFG/03-19**
4. Consultancy Services For The Preparation of Environment And Social Impact Assessment (With ESMP) and Resettlement Action Plan for Marina & Mile 2 Interchanges - **LASG/LAMATA/AFD/CS/IPC/QCBS/SAFG/04-19**

Date: November 15, 2019

The Lagos State Government through the Federal Republic of Nigeria has received financing from Agence Française de Développement ("AFD") for the Lagos Strategic Transport Master Plan Project (LSTMPP) 1 and intends to use part of the funds thereof for payments under the following services:

Consultancy Services for the Preparation of ESIA (with ESMP) and RAP for Quality Bus Corridor - (1) Package 1 (Ketu-Alapere, Anthony-Oshodi, Onipanu-Oshodi, Ojuelegba-Idi Araba, Yaba-Lawanson-Cele), (2) Package 2 (Iju Ishaga - Abule Egba, Iyana Ipaja - Ayobo), (3) Package 3 (Iyana Iba- Igando) and (4) Consultancy Services for the Preparation of ESIA (with ESMP) and RAP for Marina & Mile 2 Interchanges.

The Services of the consultant shall consist of the Preparation of ESIA (with ESMP) and RAP for Quality Bus Corridor Package 1, Package 2 & Package 3, and LAMATA would like to procure the services of a Consulting firms to undertake these studies.

The services shall be provided by a team of experts with national and international experiences.

The ESIA-ESMPs and RAP reports will be prepared in compliance with the:

- Regulations, guidelines and standards of the Federal Ministry of Environment (FMENV), Lagos State Ministry of Environment (LMENV) and Lagos State Environmental Protection Agency (LASEPA).
- International conventions ratified by Nigeria.
- World Bank Environment and Social Standards (ESS1-10).
- The Environmental and Social Management Framework (ESMF) and the Resettlement Policy Framework (RPF), prepared for the project.

In addition, the Consultant shall apply Good International Industry Practice (GIIP) as provided by IFC's General Environment, Health and Safety (EHS) Guidelines.

OBJECTIVES

The objectives of assignments shall include but not limited to the following:

- While contributing to the optimization of the project design, environmental and social risks should be anticipated, assessed, and if not avoidable, proper appropriate mitigation measures where viable alternatives to the project are not available or cost effective;
- To bring information to the stakeholders, including project-affected parties and other interested parties, and ensure their participation to the project's design;
- To assess the scope of the proposed project, anticipate and avoid, or where avoidance is not possible, minimize adverse social and economic impacts from land acquisition or restrictions on land use by (i) providing compensation for loss of assets at replacement cost; (ii) ensuring that resettlement activities are implemented with appropriate disclosure of information, consultation, and the informed participation of those affected, and (iii) bringing support and specific assistance to affected persons.
- To avoid forced eviction, and when avoidance is not possible, minimize displacement by exploring alternative project designs.
- To improve, or restore, the livelihoods and standards of living of affected persons.

SCOPE OF SERVICES

The scope of work for the preparation of ESIA-ESMP and RAP shall include but not limited to the following:

- Comprehensive literature reviews to generate background information on the environmental characteristics of the study area and the Right of Way of the corridors.
- Identification of all communities or affected groups within the project area and other Stakeholders for effective consultation.
- Presentation of the project's Environmental Profile (with the aid of audio-visual) at the project's Public Forum and at the project's Stakeholders Review Meeting.
- GIS database creation and Environmental and Social maps production to show the constraints to be taken into account in the project design and to illustrate the baseline studies.
- Assistance to the Design team for project optimization, so as to avoid the main environmental and social impacts.
- Identification of environmental impacts and risks in relation to the construction phase and to the operation phase.
- Identification of social impacts and risks in relation to economic displacement or physical displacement.
- Potential impacts prediction, interpretation and evaluation of their significance using appropriate methods and models.
- Preparation of a workplace Health & Safety Management plan.

- Preparation of ESIA and RAP Reports that conform to the WB's standards, and to the FMENV's standards, regulations and guidelines.
- Development of comprehensive Environmental and Social Management Plans (ESMP) which will include remediation, monitoring and decommissioning/abandonment plans. These ESMPs shall specify responsibilities and costs for implementing each measure.

The services are anticipated to start by May, 2020, conducted in parallel and over a period of 6 months for each contract.

The Lagos Metropolitan Area Transport authority (LAMATA) hereby invites eligible consultants to show their interest in delivering the Services described above and this Request for Expressions of Interest is open to Consulting Firms approved by relevant bodies to carry out environmental studies.

Eligibility criteria to AFD 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: <http://www.afd.fr>.

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.

Consultants can express interest in more than one contract, however, the award of the contract will be one contract per consultant. The consultant must provide information evidencing that they are qualified and experienced to perform those Services and For that purpose, documented evidence of recent and similar services shall be submitted.

Determination of the similarity of the experiences will be based on:

- The contracts size;
- The nature of the project (urban roads and public urban transport);
- The nature of the Services: Preparation of ESIA (with ESMP) and RAP Report
- The technical area and expertise: expertise in Environmental and Social Impact Assessment, Resettlement Action Plans and technical report writing
- The location: Lagos, Nigeria or cities with similar socio-economic characteristics.

LAMATA will also take into account during the evaluation of applications the following:

- Availability of technically skilled and sufficient personnel
- Relevant experience in projects of similar nature and complexity
- Adequate and appropriate balance of international and national experience in the team composition.
- Availability of Quality Management Systems Certification (ISO 9001:2015/14001) or equivalent;
- Evidence of Membership with Related Professional Bodies;

In case of JV or Consortium:

- 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;
- For each member of the consortium: registration details of the firms, Availability of Quality Management Systems Certification(s) or equivalent;

Among the submitted applications, LAMATA will shortlist a maximum of six (6) Applicants, to whom the Request for Proposals to carry out the Services shall be sent.

An AFD's standard form of Statement of Integrity, Eligibility and Social and Environmental Responsibility, duly signed by the Firm/JV, must be provided with the application. **A copy is attached or could be downloaded from the AFD website** (<https://www.afd.fr>.) or through this link: <https://bit.ly/347wmhJ>. The consultant may request a hard or soft copy from LAMATA.

One original and two copies of the EOI for each assignment must be delivered to the address below in a sealed envelope and the name of assignment clearly marked on the envelope.

The Expressions of Interest must be submitted to the address below (in hard copy and soft copy in CD format **or** electronic mail in PDF format) no later than **Friday, 6 December, 2019 by 5 :00 p.m**

Head of Procurement
Lagos Metropolitan Area Transport Authority (LAMATA),
LAMATA Place, Km 15, Ikorodu Road, Ketu-Ojota Cloverleaf Interchange,
Ketu, Lagos, Nigeria.
Telephone: 01-2702778-82
E-mail: bfashola@lamata-ng.com

Interested Applicants may obtain further information at the address above by a written procedure.

**Appendix to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference 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:
 - a) 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;
 - b) 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.