



LAGOS METROPOLITAN AREA TRANSPORT AUTHORITY (LAMATA)

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

Contract Titles:

**1. CONSTRUCTION OF MARINA TRANSPORT INTERCHANGES
LASG/LAMATA/AFD/W/IPC/LC/RAIL/02-01**

**2. CONSTRUCTION OF MILE 2 TRANSPORT INTERCHANGES
LASG/LAMATA/AFD/W/IPC/LC/RAIL/02-02**

Date: 5 September, 2023

1. The Lagos State Government through the Federal Republic of Nigeria has received funds from *Agence Française de Développement* ("**AFD**") towards the cost of Lagos Strategic Transport Master Plan Project (LSTMPP) 1. It is intended that part of the proceeds of these funds will be applied to eligible payments under the contract¹ for *Construction of Marina and Mile 2 Transport Interchanges*.
2. The Lagos Metropolitan Area Transport Authority (LAMATA), the implementing agency of LSTMPP1 for Lagos State Government now invites sealed Bids from eligible Bidders for the construction and completion of *Construction of Marina and Mile 2 Transport Interchanges* ("**the Works**"). The packaging and work details are as follows:

Project Name	Bid Security (NGN)	Average Turnover (NGN)	Cash Flow (NGN)
Construction of Marina Transport Interchange	N300M	N15.0Bn	N2.50Bn
	Or €300,000	Or €15.0M	or €3.0M
Construction of Mile 2 Transport Interchange	N300M	N15.0Bn	N2.50Bn
	Or €300,000	Or €15.0M	Or €3.0M

Domestic Margin/preference will not apply

3. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of **Procurement Unit, Lagos Metropolitan Area Transport Authority, Km 15, Ikorodu Road, Ketu-Ojota Cloverleaf Interchange, Ketu, Lagos, Nigeria. Email: bids@lamata-ng.com**
4. A complete set of Bidding Documents may be purchased by interested Bidders upon submission of a written application to the above and upon payment of a non-refundable fee of Five Hundred Thousand Naira (N500,000) or Six hundred Euro (€600) in Bank draft/Manager's Cheque payable to LAMATA.

5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of AFD's Standard Bidding Documents: Procurement of Works, available online on AFD's website: <http://www.afd.fr>.
6. The Bids (Technical and Bid price with BEME separately and distinctly packaged) must be physically delivered to the address below on or before 12:00 noon local time on 31 October, 2023, and must be accompanied with the Bid security of the value indicated against each lot in the table under item 2 above
7. Bids (**technical only**) will be opened in the presence of Bidders' representatives who choose to attend at 12.10PM, 31 October, 2023 at the Conference Room, First Floor, LAMATA Place, Km 15, Ikorodu Road, Ketu-Ojota Cloverleaf Interchange, Ketu, Lagos, Nigeria.
8. Interested bidders must provide information evidencing that they are qualified, experienced and have adequate resources to perform the works. The following shall be evaluated to establish the technical suitability of the technical proposal:
 - a. **Preliminary Examination:** (Verification of bid, Eligibility, Bid Security, ISO certification,)
 - b. **Evaluation** (General Construction experiences, Specific Experiences, Personnel, Equipment, Technical (Methodology, Traffic Management Plan, Work schedule, ESHS) Financial (Average Turnover, cash flow),
9. The two (2) interchanges (contracts) are independent of one another and bidder can express interest in more than one contract, however, it must be distinctly separated. Where bidder expressed interest in more than one contract, a letter indicating order of Preference (Ref to ITB 21 and Annex 3) must be submitted alongside the bid.

This Invitation for Bids is open to Construction Firms and the works shall be procured through International Procurement Competition, Least Cost method using two stage and two envelopes approach (Technical and bid price with BEME separately and distinctly packaged). The works is anticipated to start by November 2023 and run over a period of 15 months

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>.

Interested bidders may form an Association or Joint venture (JV) and relevant documents (agreement) duly signed by the participating firms must be included in the bid submission.

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 can be downloaded from the AFD website (<https://www.afd.fr>.)** or through this link: <https://bit.ly/347wmhJ>. The consultant may also request for a hard or soft copy from LAMATA.

One original and two copies (hard copy and soft copy in CD format) of the Bid package must be delivered to the address below in a sealed envelope not later than **Tuesday, 31 October, 2023 by 12:00noon local time**

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: bids@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 of²: _____

Signature: _____

Dated: _____

² 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.