

COMISSÃO DA CEDEAO

ECOWAS COMMISSION



COMMISSION DE LA CEDEAO

Département Agriculture, Environnement et Ressources en Eau Department of Agriculture, Environment and Water Resources

ARAA / RAAF

Agence Régionale pour l'Agriculture et l'Alimentation

Regional Agency for Agriculture and Food

ECOWAS MULTI-COUNTRIES

Easy preparation and follow up livestock development projects under the Regional Coastal Livestock Investment Programme (EAPM-RCLIP)

CONSULTANCY SERVICES

Réf: ARAA/PRIDEC/2020/AMI/05

Expressions of Interest in the establishment of a shortlist of service providers under the "Ease of Preparation and Monitoring of Livestock Development Projects under the Regional Coastal Livestock Investment Programme" (EAPM-RCLIP)

Publication date : 02/17/2020.

1. The ECOWAS Commission has requested funding from the French Development Agency (FDA), and intends to use part of the amount of the latter to make payments under the project "Facilitate detaining and monitoring livestock development projects under the Regional Coastal Livestock Investment Programme" (EAPM-RCLIP). Under the funding agreement signed between FDA and the CEDEAO Commission, the fiduciary management of the funds was entrusted to the RAAF

The purpose of the Candidate's Services will be to provide intellectual benefits that allow:

- Update the wording of the regional component of RCLIP;
- Update RCLIP documents from Benin, Togo, Ghana and Côte d'Ivoire, and put them in the format of projects that could be funded by FDA or other donors (bilateral and/or multilateral);
- To support the wording of the RCLIP document of the Republic of Guinea;
- To support the formulation of technical arguments (relating to the development of policy guidance documents for investment in the livestock sector) for Guinea Bissau, Sierra Leone and Liberia;
- To support the country authorities in preparing project documents for interested technical and financial partners in order to meet the eligibility requirements for the financing and implementation of their investment programmes (mobilization resources, coordination, monitoring and evaluation, etc.);
- To conduct feasibility studies in two countries in the region, if necessary and at FDA's request, to identify projects that could be funded by FDA.

2. These services should be carried out by a pool of international and regional experts, according to the indicative calendar below:

Activities / Expected Results	Time to run	Estimated number of expert-days (HJ)
i. Updating the wording of the component	3 months (October - December 2020)	100
ii. Updated formulation of national components from 4 countries (Togo, Benin, Ghana and Côte d'Ivoire)	3 months (July - September 2020)	140
iii. Formulating Guinea's national component	2 months (July - August 2020)	75
iv. Formulating Guinea's national component	3 months (January - March 2021)	42
v. Country-level support in preparation for the implementation of their investment programmes/projects	6 months (January - June 2021)	90
Optional slice: Detailed feasibility study in 2 countries in the sub-region according to AFD's interest	6 months (To be determined: Jan-June 2021)	60

3. The Commission of the Economic Community of West African States (ECOWAS) through the Regional Agency for Agriculture and Food (ARAA), invites candidates to express their interest in providing the services described above

4. This Call for Expressions of Interest is addressed to the Design Offices. The proposal of an office or expert already mobilized in the context of the implementation of the afD CZZ2283 - PEPISAO and CZZ2404 - FAPS CEOIS will be considered a conflict of interest, as they will be involved in the formulation of the Terms of Reference of the studies to be carried out and in the follow-up of their implementation.

5. The criteria for eligibility for AFD funding are specified in Article 1.3 of the "FDA-funded Contracting Guidelines in Foreign States" available online on the FDA website: <http://www.afd.fr>.

6. Candidates may submit only one application on their own behalf or in Grouping. If a Candidate (including the member of a Group) submits or participates in several nominations, these will be eliminated. On the other hand, the same subcontractor can participate in several applications.

If the Candidate is formed as a Group, the Expression of Interest must include :

- A copy of the Grouping Agreement signed by all of its members, Or
- A letter of intent to form a Group, signed by all its members and accompanied by a copy of the proposed Grouping Agreement.

In the absence of this document, other members will be considered subcontractors.

Subcontractor references and qualifications are not included in the evaluation of applications.

7. Interested Candidates must produce information demonstrating that they are qualified and experienced to carry out these Services. As such, they will justify that they have references to recent and similar services.

8. The similar nature of the references will be analysed based on:

- The size of the markets;
- The nature of the Services (feasibility study, definition of pipeline development plans or strategic plans);
- Field and technical expertise (public policy related to the livestock sector);
- Geographical context (West Africa, and in particular Côte d'Ivoire, Benin, Ghana, Guinea and Togo);
- The ability to intervene in both French and English-speaking countries.

10. THE ARAA will also examine the relevance of expressions of interest against the following criteria: Skills and internal availability in technical support to experts (backstopping); - Local Consultants or Local Correspondents/Partners.

NB: Services will not include travel to safe areas¹.

11. THE ARAA will draw up a shortlist of six (6) Maximum Candidates, shortlisted on the basis of the applications received, to which it will submit the Request for Proposals for the achievement of the required Services.

12. Expressions of Interest must be filed at the following address, no later than **9 March 2020, at 12:00 gmt, by hand-deposit** or by e-mail, at the following address:

Regional Agency for Agriculture and Food (RAAF)
Boulevard de la Paix, 83, Rue de la Pâturage, Lomé, Super Taco, Togo
01 P.O. Box: 4817 Telephone: +228 22 21 40 03/ 22 21 50 01.
Email: procurement@araa.org

Subject: " Tenders to establish a shortlist of service providers as part of the project "Facilitate and follow-up of livestock development projects under the Regional Coastal Livestock Investment Programme" (EAPM-RCLIP)"

13. If the file is hand-delivered, a computer version of the application will be recorded as a non-modifiable PDF on a blank USB computer key, which will be entered into the application file.

14. Interested Candidates can obtain additional information at the above address, from 9:00 a.m. to 17:00 GMT, or by email at procurement@araa.org.

¹ In accordance with Article 1.5.2 - Security of FDA-funded Contracting Guidelines in Foreign States, Places of Execution of Services located in an area classified orange or red by the French Ministry of Europe and Business (or any other French ministry responsible for developing the security level of foreign countries, if any).

15. The Event of Interest File will include:

- A letter of expression of interest;
- The Declaration of Integrity, Eligibility and Environmental and Social Commitment provided as an annex to the MAI, duly signed;
- Proof of their legal existence;
- If the design office is set up as a group: a copy of the grouping agreement concluded by all its members or a letter of intent to form a Group, signed by all its members and accompanied by a copy of the proposed Grouping Agreement; And
- The list of headquarters staff (backstopping) and local correspondents/partners who may be mobilized to carry out the requested services;
- The main references/experiences related to the services requested.



The Executive Director

SALIFOU Ousseini

Annex to the Expression of Interest

(To be provided signed with the application, without modification of the text)

Declaration of integrity, eligibility and environmental and social responsibility

Title of the offer or the proposal _____ (the "Contract")

To: _____ (the "Contracting Authority")

1. We acknowledge and accept that the French Development Agency (the "FDA") only finances the projects of the Contracting Authority on its own terms and conditions which are determined by the Financing Agreement which links it directly or indirectly to the Contracting Authority. Consequently, there can be no legal relationship between FDA and our company, our group, our suppliers, entrepreneurs, consultants and subcontractors. The Contracting Authority retains sole responsibility for the preparation and implementation of the procurement process and their execution. Depending on whether the contracts are for works, supplies, equipment, intellectual services (consultants) or other services, the Contracting Authority may also be called the Owner, Client or Purchaser.
2. We certify that we are not, and that none of the members of our group, nor of our suppliers, contractors, consultants and subcontractors, is in one of the following cases:
 - 2.1. Be in a state of or have been the subject of bankruptcy, liquidation, judicial settlement, safeguard or cessation of activity proceedings, or be in any analogous situation resulting from a procedure of the same nature;
 - 2.2. Have been the subject of:
 - a) A conviction handed down less than five years ago by a judgment which has the force of res judicata in the country where the Contract is performed, for fraud, corruption or any offence committed in connection with the award or performance of a contract (in the event of such a conviction, we have the option of attaching to this Declaration of Integrity additional information which would make it possible to consider that such conviction is irrelevant to the Contract);
 - b) An administrative penalty imposed for less than five years by the European Union or by the competent authorities of the country in which we are established, for fraud, corruption or any offence committed in connection with the award or performance of a contract (in the event of such a penalty, we may attach to this Declaration of Integrity additional information that would allow us to consider that this penalty is not relevant in the context of the Contract);
 - c) A conviction handed down less than five years ago by a final judgment for fraud, corruption or any offence committed in connection with the award or performance of a contract financed by FDA;
 - 2.3. Be included on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, in particular in the fight against the financing of terrorism and attacks on international peace and security;
 - 2.4. Have been the subject of a termination pronounced against us exclusively within the last five years due to a serious or persistent breach of our contractual obligations in the performance of a previous contract, provided that this sanction has not been contested by us in progress or given rise to a court decision reversing the termination against our exclusive wrongs;

- 2.5 Not having fulfilled our obligations relating to the payment of our taxes in accordance with the legal provisions of the country in which we are established or those of the country of the Contracting Authority;
 - 2.6 Be subject to an exclusion decision issued by the World Bank and therefore appear on the list published at <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we may attach to this Declaration of Integrity additional information that would allow us to consider that this exclusion decision is not relevant in the context of the Contract);
 - 2.7 Have produced false documents or made false declaration(s) by providing the information required by the Contracting Authority as part of this procurement and award process.
3. We certify that we are not, and that none of the members of our group or of our suppliers, contractors, consultants and subcontractors, are in any of the following conflict of interest situations:
- 3.1 Shareholder controlling the Contracting Authority or subsidiary controlled by the Contracting Authority, unless the resulting conflict has been brought to the attention of the FDA and resolved to its satisfaction.
 - 3.2 Have business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict has been brought to the FDA's attention and resolved to the FDA's satisfaction;
 - 3.3 Controlling or being controlled by another bidder or consultant, being under the control of the same company as another bidder or consultant, receiving from another bidder or consultant or awarding grants 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 to enable us to access, influence or influence the information contained in our respective offers or proposals, or to influence the decisions of the Contracting Authority;
 - 3.4 Be engaged for an intellectual service mission which, by its nature, may prove incompatible with our missions on behalf of the Contracting Authority;
 - 3.5 In the case of a procedure for the award of a works, supplies or equipment contract:
 - a) Have prepared ourselves or been associated with a consultant who has prepared specifications, plans, calculations and other documents used in the procurement proceedings.
 - b) Be ourselves, or one of the firms to which we are affiliated, recruited, or to be recruited, by the Contracting Authority to carry out the supervision or control of the works under the Contract.
4. If we are a public institution or public company, to participate in a competitive bidding procedure, we certify that we enjoy legal and financial autonomy and that we are managed in accordance with the rules of commercial law.
5. We undertake to inform the Contracting Authority without delay, which will inform FDA of any change in the situation with regard to points 2 to 4 above.
6. In the context of the award and performance of the Contract:
- 6.1 We have not and will not commit any unfair practice (act or omission) intended to deliberately deceive others, intentionally conceal elements from them, surprise or

- vitiate their consent or cause them to circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an improper profit.
- 6.2 We have not and will not engage in any unfair practice (act or omission) contrary to our legal or regulatory obligations and/or internal rules in order to obtain an illegitimate profit.
 - 6.3 We have not promised, offered or granted and we will not promise, offer or grant, directly or indirectly, to (i) any Person holding a legislative, executive, administrative or judicial office in the State of the Contracting Authority, whether permanently appointed or elected or not, whether remunerated or not and regardless of his or her hierarchical level, (ii) any other Person who performs a public function, including for a public body or public enterprise, or who provides a public service, or (iii) any other Person defined as a public official in the State of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, to perform or refrain from performing an act in the exercise of his official functions.
 - 6.4 We have not promised, offered or granted and we will not promise, offer or grant, directly or indirectly, to any Person who manages or works for a private sector entity in any capacity whatsoever, any undue advantage of any kind, for himself or for another Person or entity, to do or refrain from doing anything in violation of his legal, contractual or professional obligations.
 - 6.5 We have not and will not commit any act likely to influence the procurement process to the detriment of the Contracting Authority and, in particular, any anti-competitive practice having as object or effect to prevent, restrict or distort competition, in particular by tending to limit access to the Market or the free exercise of competition by other companies.
 - 6.6 We, or one of the members of our group, or one of the subcontractors, will not acquire or supply equipment and will not operate in sectors under embargo from the United Nations, the European Union or France.
 - 6.7 We undertake to respect and ensure that all our subcontractors comply with the environmental and social standards recognized by the international community, including the fundamental conventions of the International Labor Organization (ILO) and the international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the Contract is being carried out. In addition, we undertake to implement measures to mitigate environmental and social risks when indicated in the environmental and social management plan provided by the Contracting Authority.
7. We, the members of our group, our suppliers, entrepreneurs, consultants and subcontractors, authorize FDA to examine the accounting documents and documents related to the award and performance of the Contract and to submit them for audit by auditors appointed by FDA.

Name: _____ As: _____

Duly authorized to sign for and on behalf of¹: _____

Signature: _____

As of: _____

¹ In the case of a grouping, enter the name of the grouping. The person signing the offer, proposal or application on behalf of the bidder, consultant or candidate shall attach to it the authority given by the bidder, consultant or candidate.