

**REQUEST FOR PROPOSALS**  
**FEASIBILITY STUDY FOR THE**  
**REGIONAL RAIL INTEGRATION PROJECT**

Submission Deadline: **4:00 p.m.**

**LOCAL TIME**

**NOVEMBER 13, 2009**

Submission Place: **Mr. Amadou Harouna**  
**Directeur de l'Aménagement du Territoire et des Infrastructures**  
**L'Appel d'Offre Relatif à l'Étude d'USTDA**  
**Commission de l'UEMOA**  
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**SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.**

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## **Section 1: INTRODUCTION**

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US \$750,000 to *Union Économique et Monétaire Ouest-Africaine/* West African Economic and Monetary Union (UEMOA) ("Grantee") in accordance with a grant agreement dated August 5, 2009 ("Grant Agreement"). The Grant Agreement will fund the cost of goods and services required for a feasibility study ("Study") on the proposed Regional Rail Integration Project ("Project") in Mali, Senegal, and Burkina Faso ("Host Countries"). The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Study.

### **1.1 BACKGROUND SUMMARY**

UEMOA and the Economic Community of West African States (ECOWAS) share the goal of providing rail access to alternative seaports from the region's landlocked countries. The ECOWAS Master Plan provided an initial platform from which UEMOA is better able to prioritize new development in the region. In particular, the ECOWAS Master Plan prioritized 17 regional rail connection projects on the basis of technical, operational, economic, financial, institutional, environmental and social considerations. This USTDA-funded Study will focus on the development of the rail line between Bamako, Mali to Mali's southeastern border with Côte d'Ivoire. This Project is a high priority project in the ECOWAS Master Plan as it would connect two existing railways: the Transrail line from Dakar, Senegal to Bamako, Mali, and the Sitarail line from Ouagadougou, Burkina Faso to Abidjan, Côte d'Ivoire, thus providing a reliable transport link for land-locked Burkina Faso and Niger to the Port of Dakar, Senegal.

A background Desk Study is provided for reference in Annex 2.

### **1.2 OBJECTIVE**

The objective of the Study is to make recommendations on the technical and economic viability of developing the proposed rail line from Bamako, Mali to Mali's southeastern border with Côte d'Ivoire, as well as its associated costs, design and construction criteria, and implementation plan. The Study will also include a technical assessment on the existing rail line between Dakar, Senegal and Bamako which would be linked to the proposed rail line. The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.

### **1.3 PROPOSALS TO BE SUBMITTED**

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US \$750,000. **The USTDA grant of US \$750,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

#### **1.4 CONTRACT FUNDED BY USTDA**

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US \$750,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

### **Section 2: INSTRUCTIONS TO OFFERORS**

#### **2.1 PROJECT TITLE**

The project is called the Regional Rail Integration Project Feasibility Study.

#### **2.2 DEFINITIONS**

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

#### **2.3 DESK STUDY REPORT**

USTDA sponsored a Desk Study to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

#### **2.4 EXAMINATION OF DOCUMENTS**

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

## **2.5 PROJECT FUNDING SOURCE**

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US \$750,000.

## **2.6 RESPONSIBILITY FOR COSTS**

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

## **2.7 TAXES**

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

## **2.8 CONFIDENTIALITY**

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

## **2.9 ECONOMY OF PROPOSALS**

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

## **2.10 OFFEROR CERTIFICATIONS**

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a

proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

## **2.11 CONDITIONS REQUIRED FOR PARTICIPATION**

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3. [IF THERE IS A GRANTEE COST SHARE, ADD "Refer to Section 1.4 of this RFP for additional information on the applicability of USTDA's Nationality Requirements."]

## **2.12 LANGUAGE OF PROPOSAL**

All proposal documents shall be prepared and submitted in English and French.

## **2.13 PROPOSAL SUBMISSION REQUIREMENTS**

The **Cover Letter** in the proposal must be addressed to:

**Mr. Amadou Harouna  
Directeur de l'Aménagement du Territoire et des Infrastructures  
L'Appel d'Offre Relatif à l'Étude d'USTDA  
Commission de l'UEMOA  
380 Avenue du Pr. Joseph Ki-Zerbo  
01 Ouagadougou  
Burkina Faso**

**An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 p.m. local time, on November 13, 2009.**

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

## **2.14 PACKAGING**

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

#### **2.15 AUTHORIZED SIGNATURE**

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

#### **2.16 EFFECTIVE PERIOD OF PROPOSAL**

The proposal shall be binding upon the Offeror for ninety (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

#### **2.17 EXCEPTIONS**

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

#### **2.18 OFFEROR QUALIFICATIONS**

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

#### **2.19 RIGHT TO REJECT PROPOSALS**

The Grantee reserves the right to reject any and all proposals.

#### **2.20 PRIME CONTRACTOR RESPONSIBILITY**

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

#### **2.21 AWARD**

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all

proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

## **2.22 COMPLETE SERVICES**

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

## **2.23 INVOICING AND PAYMENT**

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

### **Section 3: PROPOSAL FORMAT AND CONTENT**

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US \$750,000, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

Transmittal Letter,  
Cover/Title Page,

Table of Contents,  
Executive Summary,  
Company Information,  
Organizational Structure, Management Plan, and Key Personnel,  
Technical Approach and Work Plan, and  
Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

### **3.1 EXECUTIVE SUMMARY**

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

### **3.2 COMPANY INFORMATION**

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

#### **3.2.1 Company Profile**

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (\*) next to the names of those principal officers who will be involved in the Feasibility Study.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).

7. Project Manager's name, address, telephone number, e-mail address and fax number .

### **3.2.2 Offeror's Authorized Negotiator**

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

### **3.2.3 Negotiation Prerequisites**

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

### **3.2.4 Offeror's Representations**

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of \_\_\_\_\_.
2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been

notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

### **3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL**

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. The Grantee requests that the Offeror's proposed project team include personnel with the following expertise:

- Infrastructure Engineer
- Civil Engineer
- Telecommunications and Railroad Signaling Engineer
- Transportation Economist
- Railway Engineer
- Legal and Institutional Specialist

If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

### **3.4 TECHNICAL APPROACH AND WORK PLAN**

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports. The Grantee requests that the Offeror's work plan include a presentation of the Final Report to the Grantee and other project stakeholders at the Grantee's office in Burkina Faso.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones. The Grantee requests that the Offeror provide a proposed timeline for completing the Feasibility Study.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

### **3.5 SECTION 5: EXPERIENCE AND QUALIFICATIONS**

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Feasibility Study as described in this RFP.

#### Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

*Technical Qualifications and Experience of Offering Firm (25 points):* Firm's experience in preparing feasibility studies for national/regional railway development projects including design, route selection, requirements analysis, equipment, operation, workload demand estimation, environmental and social impact, procurement procedures, cost analysis, cost estimating, and development of a capital investment program for similar projects. This should include a demonstrated understanding of international and local standards and practices and an understanding of the requirements of the international development banks who are likely to support the Regional Rail Integration Project.

*Technical Qualifications and Experience of Proposed Personnel (40 points):* Personnel experience in preparing feasibility studies for national/regional railway development projects including design, route selection, requirements analysis, equipment, operation, workload demand estimation, environmental and social impact, procurement procedures, cost analysis, cost estimating, and development of a capital investment program for similar projects. This should include a demonstrated understanding of international and local standards and practices and an understanding of the requirements of the international development banks who are likely to support the Regional Rail Integration Project.

*Work Plan and Methodology (25 points):* Adequacy of the proposed work plan and suggested overall approach in responding to the Terms of Reference. The soundness and thoroughness of the technical approach and work plan detailed in the proposal and the overall quality of the presentation should be evaluated. The proposal should provide an organization chart of key personnel with their qualifications and a staffing schedule for each key activity.

*Regional Experience (10 points):* Firm and personnel familiarity with railway development in West Africa, including local and international regulations and requirements.

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

**ANNEX 1**

Mr. Amadou Harouna; Directeur de l'Aménagement du Territoire et des Infrastructures; L'Appel d'Offre Relatif à l'Étude d'USTDA; Commission de l'UEMOA; 380 Avenue du Pr. Joseph Ki-Zerbo; 01 Ouagadougou; Burkina Faso; Phone: +226 50 31 88 73/ 76; Fax: +226 50 31 88 72

Feasibility Study for the Regional Rail Integration Project

POC John Kusnierek, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. The Grantee, *Union Économique et Monétaire Ouest-Africaine/ West African Economic and Monetary Union (UEMOA)*, invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms which are qualified on the basis of experience and capability to develop a feasibility study for the Regional Rail Integration Project.

The Grantee is seeking a feasibility study to further examine specific recommendations of the recently completed Economic Community of West African States (ECOWAS) Master Plan which recommends the construction of 17 new railway links in West Africa. Specifically, the purpose of this feasibility study is to assist the Grantee in determining the technical and economic viability of developing a proposed rail line from Bamako, Mali to Mali's southeastern border with Côte d'Ivoire, and making recommendations for the upgrade of the existing railway from Bamako, Mali to Dakar, Senegal to which the new rail line would be linked, as well as its associated costs, design and construction criteria, and implementation plan.

The U.S. firm selected will be paid in U.S. dollars from a \$750,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/USTDA/FedBizOpps/RFP/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English and French directly to the Grantee by **4:00 p.m. local time on November 13, 2009** at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

**ANNEX 2**

**Desk Study**  
**Final Report**  
**UEMOA Regional Rail Sector**

PROJECT NUMBER: 200410041C

January 20, 2009

**TUSK FINANCIAL**  
A Division of Tusk, LLC

1725 I Street, NW, Suite 300  
Washington, DC 20006  
202-558-6918  
Fax 318-5557



This report was funded by the U.S. Trade and Development Agency (USTDA), a foreign assistance agency of the U.S. Government. The opinions, findings, conclusions, or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA.

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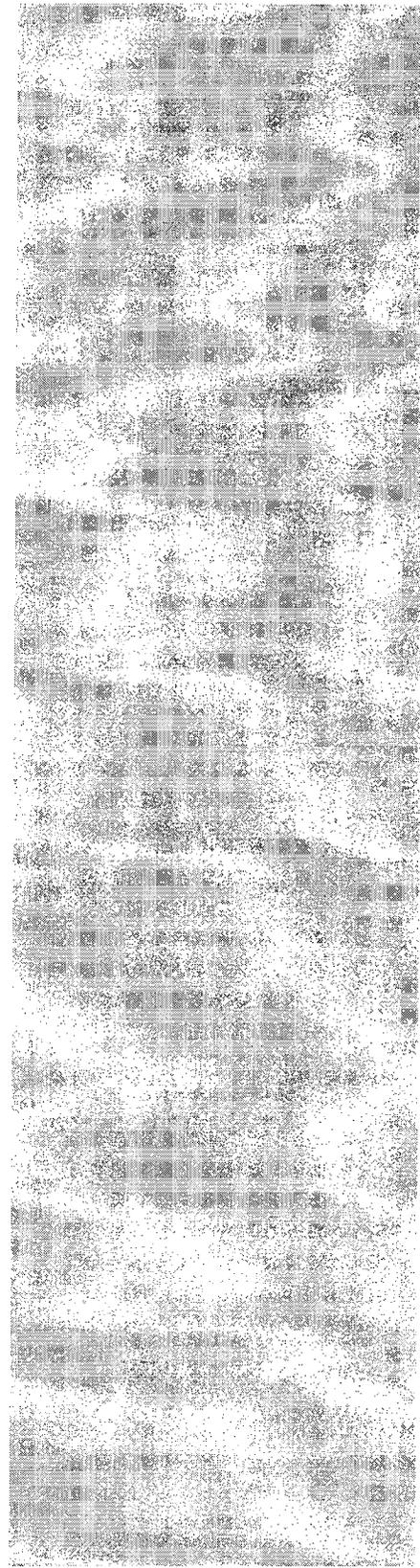


## The U.S. Trade and Development Agency

The U.S. Trade and Development Agency (USTDA) advances economic development and U.S. commercial interests in developing and middle income countries. The agency funds various forms of technical assistance, feasibility studies, training, orientation visits and business workshops that support the development of a modern infrastructure and a fair and open trading environment.

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## 1. Executive Summary

### **Background on Desk Study**

The United States Trade and Development Agency ("USTDA") contracted Tusk Financial (the "Consultant") to evaluate via a Desk Study a grant request by the West Africa Economic and Monetary Union's Commission, "UEMOA Commission", for a feasibility study of a new railway link between Bamako, Mali and the border of Cote d'Ivoire (the "Study"). The railway would ultimately reach into Cote d'Ivoire to Ouangolodougou (the Cote d'Ivoire segment being outside of the USTDA supported Study), and linking with the existing railway running from Abidjan in Cote d'Ivoire to Kaya, Burkina-Faso railway. The ~596Km railway segment, and the associated infrastructure, operations, and rolling stock, is hereinafter referred to as the Project. The Project contributes as a catalyst to new business and sustainable growth by improving the competitiveness of freight transport and the transfer of travelers. It aims to facilitate travel with affordable, convenient intercity passenger train service, and to make available competitive transport of goods, particularly container, freight, and bulk traffic along the coastal corridor (Dakar-Abidjan).

The interest by the UEMOA Commission in support for the Project from USTDA has originated in part through an earlier request to USTDA from the UEMOA commission for assistance in funding feasibility studies on various projects under their consideration. The UEMOA commission is the regional agency established to oversee the union of the UEMOA member states and promote various initiatives enhancing integration and the free flow of goods/people within the region, with the ongoing major goal of growing the respective member country economies. The Consultant worked on a USTDA funded Definitional Mission ("USTDA DM") in cooperation with UEMOA which resulted in certain project study recommendations, including railways. Soon thereafter the Economic Community of West African States (ECOWAS) launched a major regional railway study with African Development Bank funding which would overlap with the USTDA DM's identified railway projects. UEMOA opted to defer any USTDA grant support until this new "ECOWAS Study" was completed, and its results could be adapted.

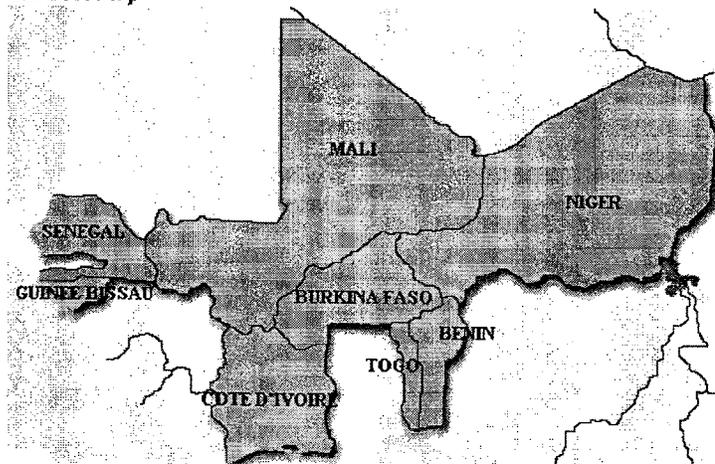
The strategic criterion for the ECOWAS Study "focuses on opening up the landlocked countries, involving regional integration, networking the existing railways, and fostering economic cooperation." The object of the CIMA-UMA Group led ECOWAS study was to analyze each railway interconnection project shown on the ECOWAS Master Plan with a view to establishing an order of priority for implementation, based on preliminary technical feasibility, economic and financial viability, as well as environmental and social impacts, among other. Two of the three railway segments recommended in that USTDA Definitional Mission were analyzed along with 15 other segments as part of the ECOWAS Study, and these were deemed by the CIMA-UMA Group study team executing that study to be in the top three for implementation priority. The Project is a slight variation from the Definitional Mission as the railway will connect to the Abidjan-Ouagadougou railroad (SITARAIL) inside Cote d'Ivoire as opposed to in the city of Bobo-Dioulasso in Burkina Faso.

The Consultant has developed a recommendation on terms of reference for the feasibility study to build upon where the CIMA-UMA Group study left off, and provide the elements needed to allow for the implementation of the Project.

## **UEMOA Region (UEMOA)**

The West Africa Economic and Monetary Union (UEMOA/WAEMU) was founded in 1994 and includes Benin, Cote d'Ivoire, Guinea Bissau, Senegal and Togo (all coastal) - and the interior countries - Burkina Faso, Mali and Niger. The primary objective for the creation of this union has been to improve the global competitiveness of the member states and thus the region as a whole.

### **UEMOA Map**



UEMOA, as a regional entity, has the following trade aspects that affect its global and regional competitiveness:

- Organized as a free-trade zone for goods, services, people and capital movement within its member states;
- Utilizing the fully convertible Franc CFA as a common currency;
- Home to over 85 million consumers or more than 30% of the total population of West Africa.;
- Is the largest producer of cotton in Africa- third in the world.

### **Transportation in UEMOA**

Transportation inefficiencies are viewed as the largest obstacle to achieving regional growth by the relative economies of UEMOA and its neighboring countries. These infrastructure inadequacies are apparent in all modes of transport including roads, rail and aviation, and thus is negatively affecting the growth of exports through the high cost of transportation and indirect costs levied on the respective economies.

These transportation infrastructure problems are particularly evident in the three landlocked countries within UEMOA; Burkina Faso, Mali and Niger. There exists a great need for these countries to enhance their transportation access to seaports to serve current import and export demand, and projected trade growth.

### **TUSK Financial**

Niger is the smallest of the three economies, whereas Mali is the largest. Burkina and Mali have rail access to the Port of Abidjan in Cote d'Ivoire and Port of Dakar in Senegal, respectively. Historically the Port of Abidjan has handled the bulk of Malian merchandise, despite access to the Port of Dakar via railway. This is in part due to the limited expansion capabilities in the Port of Dakar as compared to the Port of Abidjan, and that Mali is a larger exporter than the other UEMOA landlocked countries and the capacity of the railway to Dakar and that port is just not sufficient to handle its needs. Mali's exporters and in turn economy, would benefit significantly from having a railway access to the Port of Abidjan.

The UEMOA commission has been at the "heart" of regional transportation sector reform. The organization is entrusted by donors, its member states and other regional organizations such as NEPAD and ECOWAS to undertake studies and implement projects in the various sub-sectors. Projects which promote the integration of the member states and can contribute to their economic growth constitute a high priority on their list. As a result railway infrastructure is a key area identified by UEMOA.

New and improved railways in the region will help alleviate the financial burden that an overused roadway system throughout UEMOA is causing. In addition to the need for considerable rehabilitation/modernization of existing roads, new "Greenfield" highways/routes are required to overcome the lack of alternative transportation such as by air or rail.

**Railways:** The total rail network in sub-Saharan Africa is made up of a little over 89,000 kilometers (km) on a continent with a surface area of about 30 million square km. This means that sub-Saharan Africa's rail system has a mean density of 2.9 km per 1,000 square km, or one of the lowest in the world. The UEMOA member states are well below the West African average. The lack of rail interconnection found with the existing limited network of railways within the UEMOA member states hampers an efficient movement of goods and people, and leads to prohibitive shipping costs and lengthy time of deliveries. Following the global trend towards cargo containerization, an enhanced railway network can offer better service than existing reliance on truck transport. The railway sector in UEMOA has experienced mostly successful privatizations such as Sitarail in Burkina Faso/Cote d'Ivoire, and more recently Transrail in Mali/Senegal. These private sector companies (a mix of private and government shareholders) have demonstrated an ability to improve the rail operations, rehabilitate their rail structure and rolling stock, and provide reliable service. Much has been learned by UEMOA and the respective host countries in the dealings with privatization and concessions for the railway infrastructure and operations.

#### **Targeted Countries**

The Project will principally impact the economies and people of 2 countries. Mali primarily given that it will provide a highly efficient transportation project for its exports and for its imports (principally petroleum product imports) to a second and larger port, that it will host a major construction project in the railway transportation infrastructure, and the creation of permanent jobs and more; the Project will also impact Burkina Faso which will benefit from improvements in existing rail capacity so as to accommodate the increased traffic arising from the new railway link and access to the new railway in Sikasso which is less than 100 kms from the border with Mali. Aside from all being a part of UEMOA, these countries enjoy French as a common main language, the Franc CFA as a currency, and agriculture as a significant industry sector. Burkina, a land-locked country, has over 90 percent of its labor pool in the agricultural sector, whereas Mali which is also landlocked has 70 percent. Mali has important natural resources prospects ranging from precious metals to oil, and it has succeeded in the last few

years to attract significant foreign investment in these sectors. Bamako, the capital of Mali, is believed to be the fastest growing city in Africa. Passenger transportation via rail is becoming increasingly more important in the region. The Project would result in the possibility for a passenger to embark in Dakar and reach Abidjan, or Ouagadougou, and eventually Niamey in Niger, all via rail. Air travel options are limited and expensive for the masses, and roads can be in difficult conditions with regular checkpoints, and also costlier to travel.

Mali is experiencing significant export opportunities as a result of the expansion in agriculture investments and irrigation systems, as well as through large natural resources investments. Mali, as with the other landlocked countries, imports fuel which is traditionally transported via rail and in the case of the Sitarail line accounted for half the volume. During the civil war in Cote d'Ivoire a lot of fuel was transported via trucks, an inefficient and costly alternative. Mali's exports need to have better access to railway transportation, including access to more than just one port. With the completion of the Project, the Sikasso area (the main city connecting after Bamako), would be able to expand its agricultural production and also develop downstream processing plants such as juice plants. An issue in Mali has been the rotting of agricultural production due to the lack of transportation capacity for export. The option to move products towards Dakar or Abidjan should also create a competitive setting for exporters seeking to minimize their transportation costs.

Burkina's location makes it an important country from a transportation perspective. It acts as a significant crossroad for merchandise flowing from Mali, Niger to Ghana, Cote d'Ivoire, Togo and Benin. These goods are always seeking to flow to the closest port. The Project would result not only in a hedge of ports for Burkina exports which could be taken by road to the new railway link in Sikasso (Mali) close to their border so as to reach the Port of Dakar, or find its way onto the existing SITARAIL railway in Burkina towards the Port of Abidjan, this existing railway benefiting from an upgrade as part of the Project and able to accommodate increased traffic.

If one of the other projects highly recommended in the ECOWAS Study gets implemented, the Kaya to Niamey railway, Niger will also benefit from the upgrades to the SITARAIL railway in Burkina and Cote d'Ivoire that will be caused by the Project.

Mali and Burkina have enjoyed political stability and have the support of donor agencies as evidenced by years of financial aid. This aid will be significant in the effort to secure successful financing structures for the Project it will most likely not be financed solely by private sector sources.

#### **UEMOA Regional Railway Project**

As part of the UEMOA Commission's transportation sector improvements, a need has been identified to interconnect member states with new railways. This need is particularly evident for the landlocked countries of Mali, Burkina and Niger. UEMOA believes that these countries must augment their rail networks to enhance trade and passenger transport and reduce stress and congestion on the roads system, and thus increase the production of exportable products (such as agricultural and mining goods).

While Africa as a continent has a very low railway density, the UEMOA region is well below the African average. As a benchmark for strengthening rail transport, strong railway networks have proven to successfully contribute to economic growth in other markets. On a global scale, the trend towards cargo containerization favors the use of railways.

For the UEMOA region, larger, bulk export merchandise produced is better suited for rail transportation (e.g. cotton and ore). In addition, UEMOA also favors the creation of alternatives to truck transport, which is "costing" the member states in the form of continuous maintenance and rehabilitation, and higher transportation costs.

The ECOWAS Master Plan calls for an interconnection between the countries of Mali and Cote d'Ivoire. The ECOWAS study included this interconnection amongst the 17 it evaluated, and concluded that it ranked third in terms of priority of development and implementation needs, and merited to be built. This interconnection is a new railway link between Bamako and the Cote d'Ivoire border, going through Sikasso in Mali, and then into Cote d'Ivoire to the city of Ouangolodougou where it will link into the SITARAIL railway. The Study will not address the segment that lies in Cote d'Ivoire due to restrictions set by the US State Department.

The Project consists of 474 Kms of new railway in Mali between Bamako and Niangoloko at the border with Cote d'Ivoire. The Project will connect to 95 Kms of new railway in Cote d'Ivoire to Ouangolodougou. Per the ECOWAS Study, an estimated cost of \$1.88 million per Km, the track capital costs will approximate \$1.1 billion. The rehabilitation of existing railways is estimated at \$290 million. The rolling stock for both freight and passenger trains is estimated at \$490 million, and buildings, communications, switches, and other smaller items is estimated at \$64 million. About 10-15% of these costs will occur in an expansion phase, the rest will be incurred in the first 6-7 years. The total capital costs are thus estimated at \$1.94 Billion.

#### **US Export Potential**

The US export potential revolves mainly around the supply of locomotives for freight and passenger trains, some railcars, and electronic equipment. The range of export potential is estimated at \$80 million to \$290 million, with prime candidates being GE Transportation and ElectroMotive Diesels (formerly GM) and their locomotives. We have assumed that railcars will become more difficult for US manufacturers to get selected for, in particular with competition arising out of India but also Europe, and at most assume that \$46 million out of the possible \$258 million in railcars may come from the US, and primarily for bulk freight.

#### **Foreign Competition and Market Entry Issues**

Narrow gauge rail has been not been a major opportunity for US manufacturers other than for locomotives and electronic switching equipment. Countries who still have a lot of narrow gauge include India and they have been supplying railcars to the SITARAIL and TRANSRAIL. European manufacturers are also better equipped to meet the UIC standard which is recommended in the ECOWAS Study and is consistent with what the existing railways have. There are no market entry issues that would prevent US companies from bidding for work or supplying their goods. From that perspective US suppliers will have comparable shipping costs to European suppliers and likely better than India.

#### **Impact on the Environment**

The ECOWAS Study identifies certain watershed areas that will need to be handled properly. Much of the suggested path runs along a highway. The environmental impact gains by having considerably less

trucking of goods and bussing of people will be significant. A railway will be more environmentally friendly than the current options.

#### **Impact on US Labor**

There will be no negative impact on US labor as a result of this Study or Project. There will be opportunity for US jobs in the manufacturing of locomotives and other equipment for the Project.

#### **Justification**

The Project is a priority initiative for the regional bodies of UEMOA and ECOWAS, it has been ranked highly by the preliminary study commissioned by ECOWAS, and USTDA feasibility study funding will enable US companies to secure useful information to position themselves on the eventual procurement efforts for the Project. This is a significant development project estimated to cost over \$1.9 billion over 30 years, with the 90% of it in the first 7 years or so. There are opportunities for US exports which range between 107 and 385 times the proposed grant amount. The Consultant believes that there are financing sources suitable for the Project. Regional development banks and multilateral finance organizations have access to capital for this type of project, although it will need to be supported by private sector sources for the operational concession and the investments in the rolling stock, equipment and buildings. The existing railways in the region have a number of private sector participants most of which financially strong. The Study will not delve into the part of the railway that is in Cote d'Ivoire. Only the Mali segment and in Senegal to evaluate the improvements required for TRANSRAIL railway to accommodate any traffic increase.

#### **Terms of Reference**

The Terms of Reference recommended by the Consultant will evaluate technical, operational, financial and environmental aspects of the new Project, some technical evaluation of upgrades required for the connecting railway segments due to the new Project, as well as develop a detailed market study, a development impact report, and an implementation plan

#### **Recommendations**

The Consultant believes that the Project can be successfully implemented and that a key step before that can occur is to complete a detailed feasibility study. This study meets the USTDA guidelines and would benefit from USTDA funding support, and is recommended by the Consultant. Considering the importance of the Cote d'Ivoire segment of the new railway link, the prohibition for USTDA to fund work in Cote d'Ivoire due to the current political relations with the US, and the desire by UEMOA commission to also study that segment, the following recommendation is made to USTDA and has been discussed with UEMOA Commission. The USTDA grant will cover only the work required outside of Cote d'Ivoire, and the recommended Terms of Reference are consistent with this requirement. When USTDA develops the Request for Proposal for Contractors to work on the Study, a parallel request for proposal will be issued by the UEMOA Commission that pertains to the Cote d'Ivoire segment and work, which work will be funded by UEMOA. In this manner the UEMOA Commission will be able to work with the same contractor team and maintain a competitive bidding environment for that work. The Cote d'Ivoire work will be contracted separately by the UEMOA commission and paid using their funds.

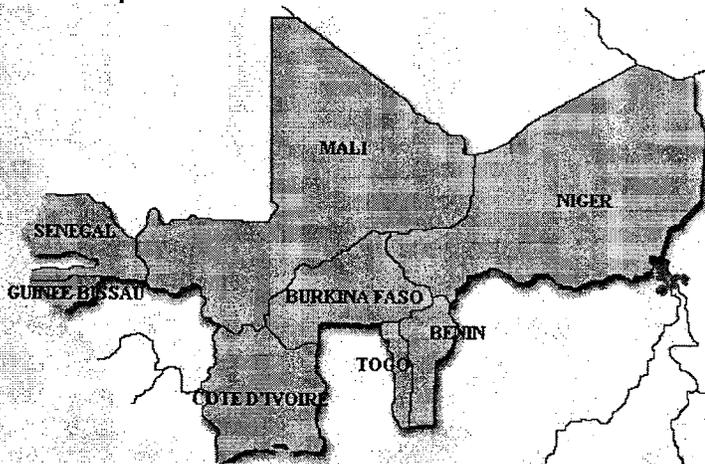
UEMOA Regional Rail

The Consultant has developed a budget in relation to the USTDA supported Terms of Reference amounting to \$751,560. This budget is viewed sufficient and necessary to complete the tasks developed in the terms of reference. The Consultant recommends that USTDA provide a grant to the UEMOA Commission of \$751,560 towards the Study.

## 2. UEMOA Commission - Project Promoter and Grantee

The UEMOA Commission is the regional agency established to oversee the union of the UEMOA member states and promote various initiatives. UEMOA consists of a free-trade zone for goods, services, people and capital movement within its members, all enjoying the Franc CFA as a common currency. This region has a dynamic common market of 80 million consumers, which represents more than 30% of the total population of West Africa. The real Gross Domestic Product for the member countries exceeds \$36 billion with a growth of 4.3%. The union is aiming to improve the economic environment, thus creating optimal conditions for the mobilization of both national and foreign resources to promote development.

UEMOA Map



Source: UEMOA Website

The member states of UEMOA are all Francophone, although there have been prior discussions to include certain Anglophone countries. This common language thread enhances the ability for the member countries to take advantage of the UEMOA common market.

While the region represents a minority share of the West African population, it is the largest producer of cotton in Africa and the third largest in the world. In addition, as demonstrated by various successful mining projects, the region offers natural resources and attractiveness for foreign direct investment. However, the landlocked countries are poorer nations as compared to the other members.

It is agreed that one of the main causes attributed to their economic status is the lack of sufficient and effective transportation infrastructure. A few years of civil war in Cote d'Ivoire affected these economies, although now trade has been flowing normally through this important country for the region, in particular the SITARAIL volume is back to prewar levels.

It is important to point out that if there had been a railway stop in Sikasso, that during the civil war in Cote d'Ivoire when goods were unable to flow from Niger and Burkina to Abidjan, goods would have been able to reach the Port of Dakar via rail as opposed to getting trucked to Benin, or Ghana at great expense. Hence the Project would provide some hedge against another civil war.

Thus, while the creation of UEMOA has succeeded in demonstrating its usefulness, its main challenge to promote development and economic growth is reliant on the successful upgrading of transportation infrastructure and implementation of enabling regulations and legislation.

### **Transportation in UEMOA**

The overall improvement of the infrastructure network in the region is seen as a necessary precedent to achieve regional growth markets. This transportation infrastructure requirement is particularly evident for the three landlocked countries within UEMOA; Burkina Faso, Mali and Niger.

Burkina Faso has historically been a cross-road for the flow of merchandise involving several UEMOA members and other neighbors and continues this tradition today. Although Mali has borders with Senegal and thus access to the Port of Dakar, and Niger borders Benin and hence has access to the Port of Lomé, a significant amount of merchandise involving Niger, Mali, or Benin, Togo, Ghana, and Cote d'Ivoire transits through Burkina Faso. As the goal of increased trade in UEMOA is materializing, the transportation infrastructure has quickly become inadequate in various aspects.

As part of its overall charter, UEMOA has adopted a Regional Transport Infrastructure Program (RTIP). The RTIP identifies transport deficiencies and needs in the region and assigns a high priority to their implementation. As a result, UEMOA asked the US government, specifically USTDA, to evaluate these transportation initiatives and identify projects that may qualify for the agency's feasibility study or technical assistance monies. USTDA followed with a Definitional Mission.

Railways, which provide a more efficient shipment method for certain goods such as cotton, oil and many others, must find a way to modernize and to link up to alternative ports and markets in order to "hedge" against a potential conflicts, as well as to broaden their potential market. Existing railways will always have expansion issues due to their narrower track gauge (metric) yet some local firms such as SITARAIL have demonstrated an ability to succeed despite the existing rail infrastructure conditions. The UEMOA Commission believes that the extension of certain railway segments would enable exporters to move products more suitable for rail transport, at a lower cost than trucking, thus reducing the highway O&M indirect costs to the local governments, while opening up more markets to sustain the railway operations.

The existing railways among the UEMOA member states cover some 3918 kilometers of total network length with limited interconnection between main cities and capitals of the Union. The exception is the Abidjan to Kaya (via Ouagadougou) (1264 km) and Dakar to Bamako (1228 km) railways. Two other existing railways, the Cotonou to Parakou and Lomé to Blitta railways are limited to inner-country coverage.

Constraints of the existing rail system confirmed by the Consultant also include the following:

- Poor track infrastructure conditions limiting speed and leading to railcar mechanical breakdowns and derailments;
- Dated rail and control systems technology;
- Overuse and insufficiency of rolling stock;
- Metric gauge track spacing and poorly maintained tracks limiting the speed of trains to 60-80 km/h and a reduced load capacity.

A successful initiative in the railway sector in UEMOA has been the privatization of the concession to operate the railways in Mali (and Senegal), and of Burkina (and Cote d'Ivoire). Private consortia with shipping interests and rail operating expertise have secured these concessions and have demonstrated considerable positive impact on their operations.

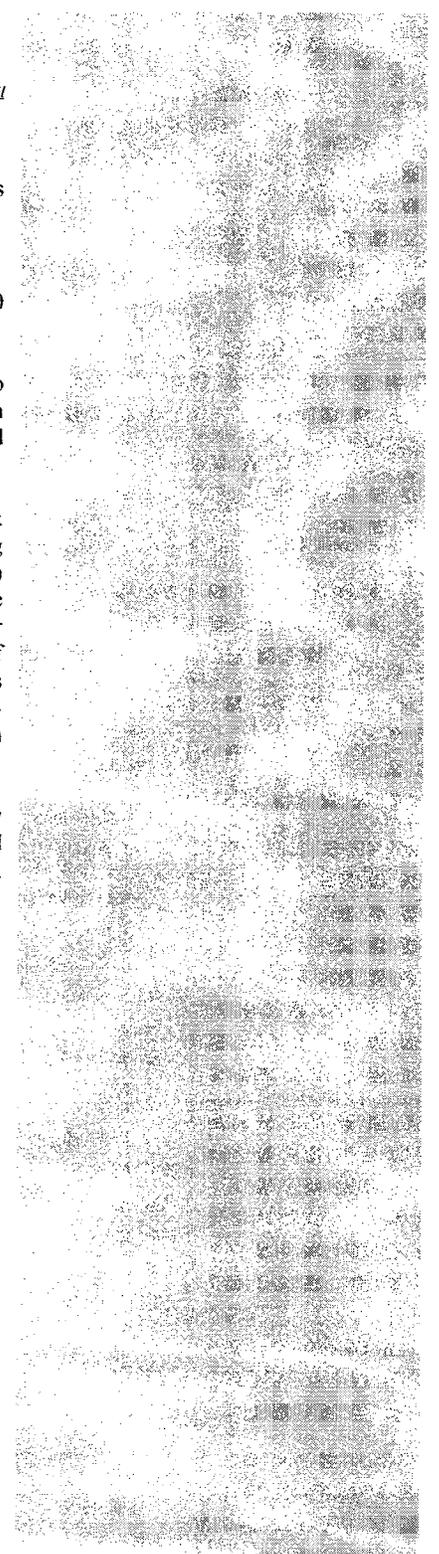
The Roads Sector is a very active investment and construction program within UEMOA. Through work directly done by local Ministries and the UEMOA Commission, there is a significant amount of funding which has been secured from donor agencies which has funded important roads program. The situation in the road sector argues for additional capacity at the level of air and railway transport. Merchandise less attractive for road transportation is forced on trucks, the cost of shipment affects their competitiveness, the weight deteriorates the roads faster than conceptualized, and the costs of maintenance increase. Further, the vagaries of driving long distances within Africa add to inefficiencies and costs. UEMOA's road program aims to link all major capitals and cities with a well-built and well-maintained system of highways. These road networks require a balance with railway transportation alternatives so as to curb their premature deterioration.

UEMOA Commission as Grantee: The Commission has experience overseeing several feasibility studies and works, including USTDA grants. It is not a project sponsor, but can be a promoter and facilitator as it will be for the Project. It can quickly bring harmony amongst the participating nations, and the interested regional development agencies and banks.

### 3. Project Description

A country such as Mali, like most of Africa, is in need of improved high capacity infrastructure, such as railroads. West Africa's railroad network is below the average density in Africa (2.73 km for every 1000 km<sup>2</sup> vs. 1.70 km) and it is estimated that it will therefore need over 6,300 km in new railroads to reach the 'average' for Africa and contribute more adequately to the development of the local and regional economies.

Burkina Faso, Mali and Niger depend mostly on road and rail links to the Port of Abidjan (Côte d'Ivoire) for most of their export/import. While goods from Eastern Mali will travel by road to the Port of Abidjan or to Bobo-Dioulasso in Burkina to make use of the SITARAIL railway. Despite rail access from Bamako to the Port of Dakar, historically more goods have been exported via Abidjan, and the imports of fuel come principally via that same port. Hence ECOWAS considered that a railway between Bamako and Cote d'Ivoire would considerably enhance the transport of goods and people. Below is a map depicting the existing railways and the new railway link in red.





The Bamako-Bougini-Sikasso-Ouangolodougou railway shown in the preceding map is by far the most far-reaching railway project identified by ECOWAS and evaluated as part of the ECOWAS Study. Laying 474 Kms of new railway in Mali and 95 Kms in Cote d'Ivoire brings together the longest and busiest railways of West Africa, creating a 3,100 Km railway network spanning four countries (640km in Senegal, 1,060km in Mali, 743 in Côte d'Ivoire and 646 in Burkina Faso). The line will easily follow highway R7 in Mali, but South of Sikasso it will be more challenging due to varied elevations. The Niger River will require a bridge at Bamako.

Capital Costs will include the construction of the new track, which approximates \$1.1 Billion assuming \$1.88 million per Km. Train control systems and ancillary costs (buildings and other) are estimated at \$27.3 million and \$36.4 million respectively. Total infrastructure cost is thus estimated at \$1.13 Billion. This portion of the Project cost is contemplated to be funded by public funding arising from governments, concessionary financing from regional and multilateral development banks. As with the other railways the infrastructure is best funded and owned by the local governments.

The Project will also consider the rehabilitation and upgrade of existing railways so as to accommodate the increased traffic. Considering the 586 Kms in Mali and 640 Kms in Senegal, and 602 Kms in Cote d'Ivoire, this rehabilitation work is estimated at \$292 million. This cost may be shared between public finance and the existing railway operators SITARAIL and TRANSRAIL.

The rolling stock is mostly composed of freight trains. For a 2015 start the general freight trains cost is estimated at \$200 million. This includes about 880 cars, and 27 locomotives (120 tonnes/six axle). The remaining rolling stock (passenger trains and bulk) is estimated at \$180 million. General Freight train expansion by 2030 is estimated at a further \$112.8. The rolling stock would be funded by private sector partners, likely obtaining a share of the financing from export credit agencies and other official sources of finance.

Overall the Project is estimated to require \$1.75 billion to start up in 2015.

There is an economic triangle referred to as Sikasso-Korhogo-Bobo Dioulasso (SKBo Zone) which would directly benefit from the Project. The SKBo Zone accounts for 4 million people, over a 150,000Km<sup>2</sup> territory, with an economy estimated at around \$2 billion. The ECOWAS Study estimates that the transportation sector along that corridor amounted to over \$100 million of added value in 2000, the bulk of which lying in Burkina. The zone has the largest production share of cotton for the region, is the largest producer of Mangoes, and each city is the largest cattle regrouping center for their respective countries.

Burkina has an existing railroad, which is operated by Sitarail, a consortium which secured a long term concession to operate Burkina's railroads. The principal railway managed by Sitarail runs from just north of Ouagadougou in Kaya to the Port of Abidjan. Sitarail is controlled by the Groupe Bolloré of France and has enjoyed the concession since 1996. While the railroad is comfortably moving merchandise between Abidjan and Burkina, and has done so in the last couple of years, its capacity is not sufficient to address the needs of Burkina, Mali, and Niger. Upgrades to the SITARAIL line would allow for increased capacity. The Project would also enable traffic to originate in Mali on a new railway, and make use of the SITARAIL line at a juncture in Cote d'Ivoire. Hence Malian traffic would not need to get transported to Bobo-Dioulasso to access the

rail, and the upgrades to SITARAIL's line will mostly be necessary between Ouangolodougou and Abidjan.

Passenger travel will be handled by the Project and will allow for travel between Dakar to Abidjan, as well as domestic travel between Bamako and Sikasso. The ECOWAS Study conservatively projects 248 million passengers per kilometers, but recognizes that comparing that estimate to other countries in Africa that the traffic could double or triple under some conditions. The movement of people within UEMOA is a fact and the commission would prefer that more of it occurs via rail. The distance to travel from Dakar to Abidjan via the existing and proposed new railway line, would not be much longer than traveling along the coast which would require border crossings in Gambia, Guinea-Bissau, Guinea, Sierra Leone, and Liberia, but infinitely easier.

The Project will result in a number of benefits to Mali, Burkina, and indirectly Niger. A new rail line from a proposed 'convergence' point in Eastern Mali to another major seaport will allow for the economical enhancement of existing transportation methods of moving goods and people. In addition, it will provide a catalyst to promote new export growth in mining, agriculture, etc. Both Mali and Burkina Faso have mineral deposits which require expanded railway capacity. On the agricultural side, the line may improve food distribution within the countries themselves saving food spoilage and reducing costs; a savings that can be passed along to consumers.

The ECOWAS Study projects the following freight volumes:

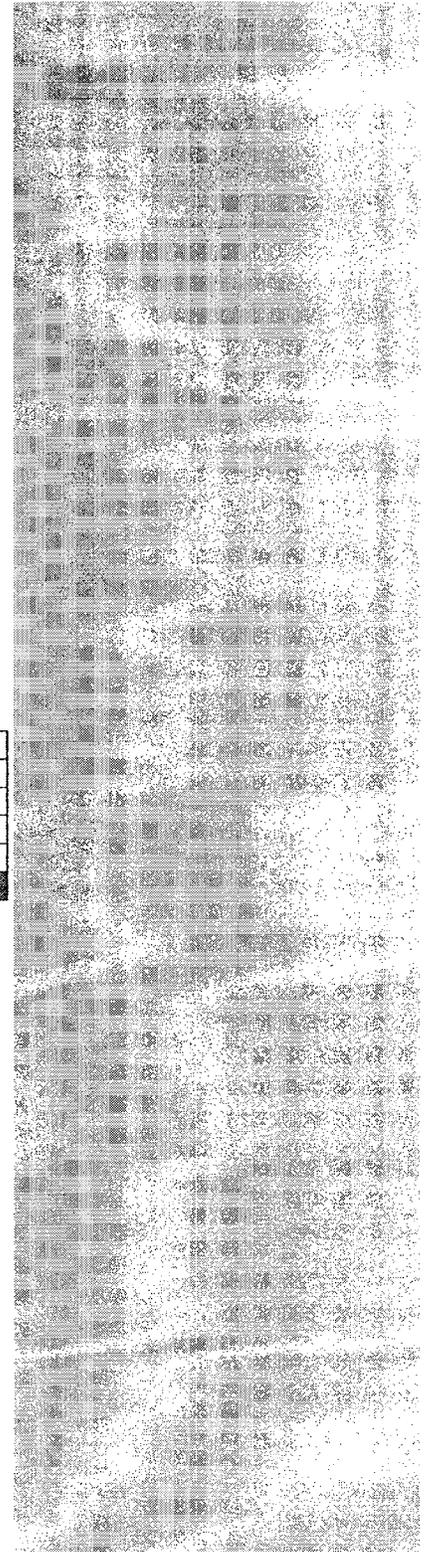
All Cars/ Trailing Annual Volume in Tonnes by 2030

Originating/Destination	Dakar	Bamako	Bougouni	Sikasso	Abidjan
Dakar		967,250	0	0	0
Bamako	690,893		0	0	690,893
Bougouni	0	0		0	453,987
Sikasso	0	0	0		453,987
Abidjan	0	967,250	635,582	635,582	

The traffic estimates exclude existing traffic on the SITARAIL and TRANSRAIL lines. It is interesting to note that the ECOWAS Study projects that the traffic from Bamako to Abidjan will be equivalent to the volume shipped to Dakar. It is also evident from the results that only high level market analysis was done in that ECOWAS Study and the proposed USTDA study calls for a detailed market study.

**Financing and Risks**

Any new railway line will, as with many transport projects on the African continent, have its financing challenges without a solid, private sector-driven financing structure and sourcing. Due to the anticipated complexities of each rail segment and the lack of government financial resources to either a) finance a significant portion of the cost, or b) take on a long term Master Lease or other, these projects will likely need to secure a significant amount of donor financing and may have to be outsourced to a group of private investors/operators which can then "tap" into additional debt financing programs.



The ECOWAS Study estimates that the Project will generate in excess of \$500 million in revenue by 2030, with an operating cash flow reaching over \$120 million within a few years of operation. Under a public private partnership financial construct, with the infrastructure investment undertaken by the public sources, the projected cash flow is encouraging. As governments will generate additional economic benefits outside of the cash flow generated directly by the new railway infrastructure, the public portion of the financing (fixed infrastructure component or ~\$1.1 to \$1.3 billion) can share in part of the Project cash flow and any gaps arising from these other benefits. Financing terms for the public portion can also be tailored more easily with long grace periods, grant components, and deferred interest, so as to ensure there is enough left to entice the private sector investment. The latter would be leveraged so as to maximize the return on capital and to take advantage of attractive lending terms from export credit agencies and similar.

In Burkina and in Mali, the current railway operators Sitarail and Transrail do not own the rail, but own the concession and the rolling stock, as well as adjunct facilities. UEMOA believes that donors can fund the railway investments and responsibility for the financing of operational assets will be left to the private sector operator/s. This approach would lead to a competition of the operations and financing of the rolling stock to private sector operators such as Sitarail or other railroad companies. Under such a scenario, where the donor banks fund the large part of the project cost and an experienced operator takes on the responsibility to generate revenues and profitability, the Contractor believes that with a positive feasibility study these projects could secure financing. One approach could be that UEMOA leads the financing efforts for all proposed railway segments with the understanding that private sector operators would be installed after meeting certain criteria. Demonstrating that funding for the railway is available would attract considerably more interest from operators; who could then focus on operations, concession fees, rolling stock financing, and adjunct facilities.

The Consultant believes that the projects' financial requirements (concession holder/s, rolling stock, operations and facilities) will require equity participation by either a rail operator or large multi-modal shipping company, or a combination as has been contemplated already with other local projects. However, regardless of the ownership structure, financiers and concession holders will want to get "comfort" on the respective projects' ability to secure a constant and reliable revenue stream. Hence, the market and commercialization aspects of the feasibility study will be important tasks.

Overall sources of finance for the railways include the African Development Bank, the Islamic Development Bank, the World Bank and ECAs. For the concession itself, the private sector "arms" of the official sources above, ECAs such as US Ex-Im Bank, OPIC, and various dedicated Africa debt funds could be utilized. It should be noted that the projects' revenue stream will be in CFA francs for the most part, hence currency conversion and risk can be managed/mitigated.

While the projects aggregate to a large investment, there are successfully financed regional projects with multiple-lender structures, well above the amount being considered by initial project cost estimates. The Consultant believes that funding would be available, provided the project can demonstrate viability to the finance markets.

#### **4. US Export Potential, Competition and Impact of US Jobs**

Significant US exports could develop from the construction of a railway. For example, GE Transportation and EMD are US manufacturers of locomotives that would suit such a new railway

(and are currently operating in the region). These locomotives average approximately \$3.5 million each alone before export costs and related items. The project cost of a new railway is dependent on a number of major, cost-affecting variables, such as alignment, specified equipment and environmental issues, with most of the cost being civil engineering and rails. Goods and services anticipated to be sourced from the US include, track, signalization equipment, stops, locomotives, control systems, signage, engineering/design and project and construction management. It can be conservatively estimated that over \$150 million could be exported from the US, with a potential of up to \$290 million. Below is a chart analyzing the potential US export.

**US Export Potential**

Locomotives	2015		2030 Unit Cost		2015	2030	Total
	Units	Units	millions	millions	Cost	Cost	
Freight	22	13	\$ 3.70		\$ 81.40	\$ 48.10	\$ 129.50
Bulk Commo	15		\$ 3.00		\$ 45.00		\$ 45.00
Passenger	7		\$ 3.50		\$ 24.50		\$ 24.50
Yard	6		\$ 1.50		\$ 9.00	\$ -	\$ 9.00
					\$ 159.90	\$ 48.10	\$ 208.00
Spares	20%				\$ 31.98	\$ 9.62	
<b>Total Locomotives and Spares</b>					<b>\$ 191.88</b>	<b>\$ 57.72</b>	<b>\$ 249.60</b>

Rail Cars *	2015		2030		2015	2030	TOTAL
	Units	Units	millions	millions	Cost	Cost	
Freight Cars	879	588	\$ 0.10		\$ 87.90	\$ 58.80	\$ 146.70
Bulk Cars	367		\$ 0.13		\$ 45.88		\$ 45.88
Passenger Cars	52		\$ 1.25		\$ 65.00	\$ -	\$ 65.00
					\$ 198.78	\$ 58.80	\$ 257.58
Spares	20%				\$ 39.76	\$ 11.76	\$ 12.88
<b>Total Rail Cars and Spares</b>					<b>\$ 238.53</b>	<b>\$ 70.56</b>	<b>\$ 270.45</b>

Total Rolling Stock	2015	2030	TOTAL
	\$ 430.41	\$ 128.28	\$ 520.05

Traffic Reporting and Tracking Systems	\$ 3
Communications Systems	\$ 3
Engineering and Project Management	\$ 50

	2015	2030	TOTAL
<b>TOTAL POTENTIAL US EXPORTS</b>	<b>\$486.41</b>	<b>\$128.28</b>	<b>\$614.69</b>
<b>TOTAL Without Rail Cars</b>	<b>\$247.88</b>	<b>\$57.72</b>	<b>\$344.24</b>

\*: Rail Cars potential from US manufacturers depends on need for UIC standard which is currently not met by US manufacturers, or not as competitive as European/Indian. Even under a UIC standard opportunity exists for Bulk Commodity use if commodity exporters can have their own train sets and the bulk rail cars will not mix with other train sets.

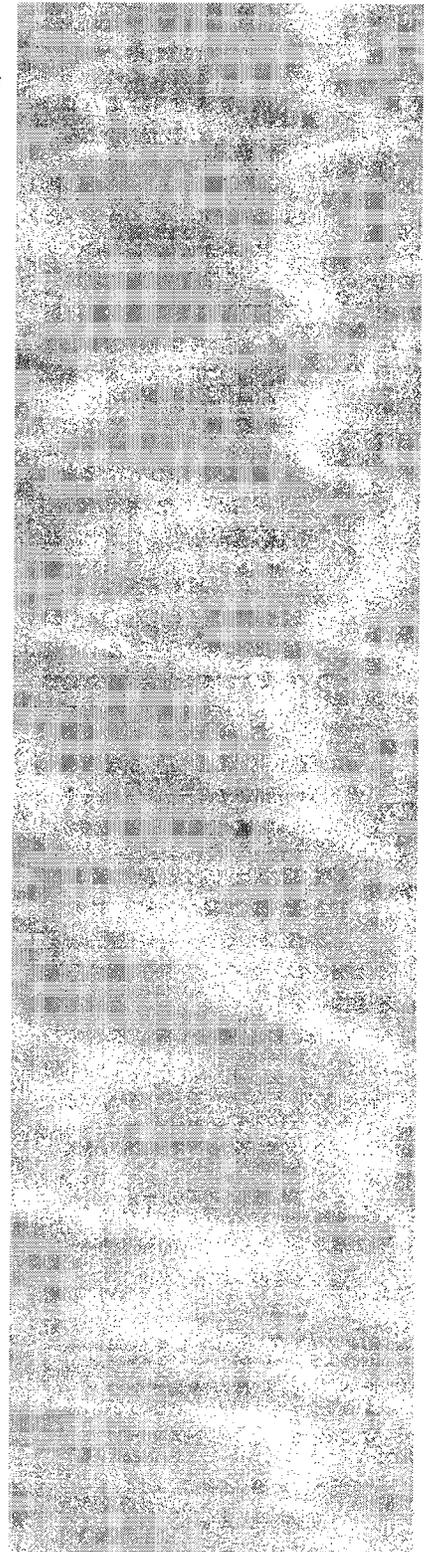
The above chart was developed using in part the rolling stock estimates developed in the ECOWAS Study. It is not realistic to assume that US export will be exclusive to the Project and generate \$615 million of exports per the above analysis. Foreign competition, export credit agency funding tying sourcing, and other aspects will create pressure on the ability for US manufacturers and service companies to position themselves on the Project's procurement. Positively there are several areas where US products can compete and a minimum amount of US exports can be assumed. The chart below considers a Low to High probability, ranging from \$80 million to \$290 million of US exports. The Multiplier is based on the recommended USTDA grant amount.

US Exports Potential	LOW	MEDIUM	HIGH
	33%	60%	75%
Locomotives	\$ 61.78	\$ 112.32	\$ 187.20
Rail Cars	0	\$ 22.94	\$ 45.88
Other	\$18.48	\$28.0	\$56
<b>Total</b>	<b>\$ 80.26</b>	<b>\$ 163.26</b>	<b>\$ 289.08</b>
<b>Multiplier</b>	107	217	385

**Select Examples of Potential US Suppliers**

The Consultant has preliminarily identified potential US suppliers and exporters for goods/services anticipated on a project such as the Ouagadougou-Ghana rail project. The interest and availability of goods from such suppliers would be confirmed under the USTDA Feasibility Study. The preliminary list of suppliers is found below.

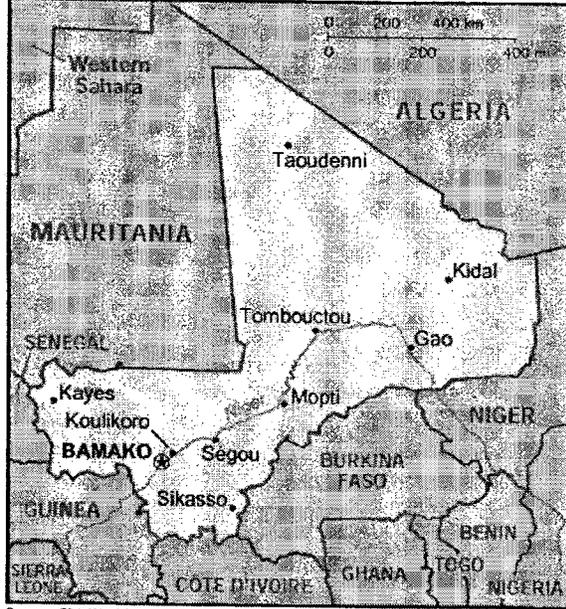
Select Examples of Potential US Suppliers		
Supplier	Goods/Services	Website
ElectroMotiveDiesels LaGrange, IL (Chicago Area)	Diesel-electric locomotives and support – formerly GM	<a href="http://www.emdiesels.com">http://www.emdiesels.com</a>
GE Transportation Reading, PA	Diesel-electric locomotives, rail cars, switches and electronics	<a href="http://www.ge transportation.com">www.ge transportation.com</a>
A&K Railroad Materials, Inc. Salt Lake City, UT 84130	Rail, switches, track and turnout components (frogs, ties, tools, spikes, etc.)	<a href="http://www.akrailroad.com">http://www.akrailroad.com</a>
POHL Corporation Reading, PA 19612	Rails and accessories, spikes, bolts, fasteners, gauge rods, switch stands, switches,	<a href="http://www.pohlcorp.com">http://www.pohlcorp.com</a>
Atlas Railroad Construction Company Eighty Four, PA 15330	Rail construction, tie/rail changeouts, surfacing, rehabilitation, turnkey engineering, design, consulting, construction management	<a href="http://www.atlasrailroad.com">www.atlasrailroad.com</a>
Parsons Brinkerhoff New York, NY 10119	Rail (and transportation) planning, design, construction management of intermodal, passenger, freight, commuter, heavy/light rail, etc.	<a href="http://www.pbworld.com">www.pbworld.com</a>
Nortrak (VAE Nortrak North America) Birmingham, AL	Trackwork and track components	<a href="http://www.nortrak.com">http://www.nortrak.com</a>
Atlantic Track and Turnout Company Bloomfield, NJ 07003	Rail, relay rail, joint bars, tie plates, crane runway systems, etc.	<a href="http://www.atlantictrack.com">www.atlantictrack.com</a>
Harmer Steel Portland, OR 97231	Rails, crane rails, fasteners, turnouts	<a href="http://www.harmersteel.com">www.harmersteel.com</a>



## 5. Country Summaries

### Mali

Figure 3.2 Map of Mali



Source: CIA World Factbook

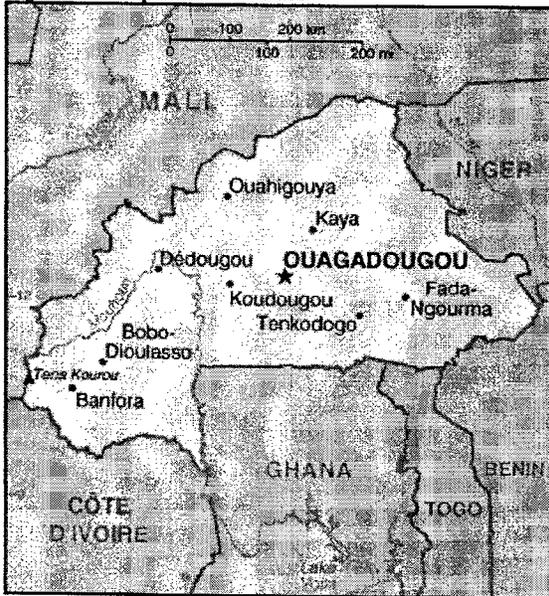
Table 3.2 Summary of Mali	
Capital	Bamako
Land Area:	1.24 million sqkm (about 2 times the size of Texas)
Terrain/Climate	Savanna and Desert/Semi-tropical in south. Arid in North
Exploited Natural Resources	Gold, phosphate, kaolin, salt, and limestone currently mined; deposits of bauxite, iron ore, manganese, lithium, and uranium are known or suspected.
Environmental Issues	Deforestation, soil erosion, desertification, inadequate supplies of potable water, poaching
Population	12.3 million (July 2008 estimate)
Language	French (official) and Bambara (spoken by about 80% of the population)
Government and Legal	Republic
US Diplomatic Representation	Amb. Abdoulaye Diop 2130 Massachusetts Ave, NW Washington, DC 20008 (202) 332-2249
Economy	Mali's per capita gross domestic product (GDP) of \$250 (2002) places it among the world's 10 poorest nations. Its potential wealth lies in mining and the production of agricultural commodities, livestock, and fish. Agricultural activities occupy 70% of Mali's labor force and provide 36% of the GDP. Cotton, gold, and livestock made up 80%-90% of total export earnings in Mali in 2003. Small scale traditional farming dominates the agricultural sector, with subsistence farming--of cereals, primarily sorghum, millet, and maize as well as rice, sugarcane, cotton, peanuts, and tobacco--on about 90% of the 1.4 million hectares (3.4 million acres) under cultivation.
	The high cost of petroleum products, the fall in the world market price for cotton and gold, and

	<p>corresponding loss of customs revenues put pressure on the economy and led the government to be very tight on cash disbursements in recent years. In addition, the 2002-03 closure of the main import/export route to the Port of Abidjan increased the pressure on the fragile Malian economy. Nonetheless, a doubling of cotton production and double-digit increases in cereal and gold production boosted real GDP growth from 3.5% in 2001 to nearly 6% in 2003. The government has started plans to develop fish breeding, mainly in the Niger delta, in order to boost fish production.</p> <p>Mining is still a growing industry in Mali, with gold accounting for some 80% of mining activity. There are considerable proven reserves of other minerals not currently exploited. In 2002, gold became Mali's number one export, before cotton and livestock. There are two large private investments in gold mining: Anglo-American (\$250 million) and Randgold (\$140 million), both multinational South African companies located respectively in the western and southern part of the country.</p> <p>GDP \$13 billion (2007)</p>
Economy Growth Rate	2.8% (2007 est.)
Labor Force by occupation	Agriculture- 80% (2007 est.) services/industry/commerce- 20%
Literacy/Education	46.4% age 15 and over can read and write (2003 est.)
Exports (\$/ type)	\$294 million f.o.b. (2007 est.)/ cotton, gold, livestock
Export Partners	China 19.6%, Thailand 10.5%, Brazil 4.7%, France 4.6% (2007)
Imports (\$/type)	\$2.4 billion f.o.b. (2007 est.)/ petroleum, machinery and equipment, construction materials, foodstuffs, textiles
Import Partners	France 12.9%, Senegal 12.7%, Cote d'Ivoire 10.9% (2007)
Currency	Communauté Financière Africaine Franc (XOF) note through Central Bank of West African States
Exchange Rate	500 per US Dollar (2008)
<b>Transportation Infrastructure</b>	
Railways	France 15.4%, Senegal 7.7%, Cote d'Ivoire 7.1% (2003)
Highways	total: 15,100 km  paved: 1,827 km  unpaved: 13,273 km (1999 est.)
Ports and Harbors	Koulikoro
Airports	Paved total: 27 (2003 est.) -- Paved: total: 2 -- 2,438 to 3,047 m: 4 -- 1,524 to 2,437 m: 4 -- 914 to 1,523 m: 1 (2004 est.) Unpaved total: 19 -- 2,438 to 3,047 m: 1 -- 1,524 to 2,437 m: 5 -- 914 to 1,523 m: 5 -- under 914 m: 8 (2004 est.)
Transportation Notes:	

Source: CIA World Factbook, World Bank, US Dept. of State, AfDB

**Burkina Faso**

**Figure 3.1 Map of Burkina Faso**



Source: CIA World Factbook

Capital	Ouagadougou
Land Area:	274,200 sq km (about the size of Colorado)
Terrain/Climate	Savanna with some hills in West and Southwest/Sahelian with wet & dry seasons
Exploited Natural Resources	Manganese, limestone, marble, gold, antimony, copper, nickel, bauxite, lead, phosphates, zinc, silver (limited quantities)
Environmental Issues	Reoccurring droughts and desertification, population distribution, poor economy, overgrazing, deforestation, soil degradation
Population	15.3 million (July 2008 estimate)
Language	French (official), Moore, Dioula
Government and Legal	Parliamentary Republic, French civil law system & customary law
US Diplomatic Representation	Amb. Paramanga Ernest YONLI 2340 Massachusetts Ave, NW Washington, DC 20008 (202) 332-5577
Economy	<p>One of the poorest countries in the world with few natural resources, a fragile soil, and a highly unequal distribution of income. Following the African franc currency devaluation in January 1994 the government updated its development program in conjunction with international agencies, and exports and economic growth have increased. Maintenance of macroeconomic progress depends on continued low inflation, reduction in the trade deficit, and reforms designed to encourage private investment. The internal crisis in neighboring Cote d'Ivoire continues to hurt trade and industrial prospects and increase their dependence on international assistance.</p> <p>Burkina is attempting to improve the economy by developing its mineral resources, improving its infrastructure, making its agricultural and livestock sectors more productive and competitive, and stabilizing the supplies and prices of food grains. Staple crops are millet, sorghum, maize, and rice. The cash crops are cotton, groundnuts, karite (shea nuts), and sesame.</p> <p>Manufacturing is limited to cotton and food processing (mainly in Bobo-Dioulasso) and import</p>

	substitution heavily protected by tariffs. Some factories are privately owned, and others are set to be privatized. Burkina's exploitable natural resources are limited, although deposits of manganese, zinc, and gold have attracted the interest of international mining firms.  Burkina is a Millenium Challenge Account Threshold Country. GDP (2007) was \$17 billion
Economy Growth Rate	4.2% (2007 est.), down from -5.3%
Labor Force by occupation	Agriculture- 92% (2003 est.) mostly subsistence, commerce/govt/svc-5.5%, industry- 2.1%
Literacy/Education	26.6% age 15 and over can read and write (2003 est.)
Exports (\$/ type)	\$617 million f.o.b. (2007 est.)/ cotton, livestock, gold
Export Partners	China 29.6%, Singapore 15.7%, Thailand 7%, Ghana 6.4%, Niger 4% (2007)
Imports (\$/type)	\$1.3 billion f.o.b. (2007 est.)/capital goods, foodstuffs, petroleum
Import Partners	Cote d'Ivoire 25.8%, France 20.6%, Togo 7%, Belgium 5% (2003)
Currency	Communauté Financière Africaine Franc (XOF) note through Central Bank of West African States
Exchange Rate	500 per US Dollar (2005)
<b>Transportation Infrastructure</b>	
Railways	total: 622 km narrow gauge: 622 km 1.000-m gauge  Another 660 km of this railway extends into Cote D'Ivoire (2003)
Highways	total: 92,495 km  paved: 3,857 km  unpaved: 88,638 km (2004)
Ports and Harbors	None
Airports	33 (2003 est.) Paved: total: 2 -- over 3,047 m: 1 -- 2,438 to 3,047 m: 1 (2004 est.) Unpaved: total: 31 -- 1,524 to 2,437 m: 3 -- 914 to 1,523 m: 11 -- under 914 m: 17 (2004 est.)

Source: CIA World Factbook, World Bank, US Dept. of State, AfDB

## **6. Enabling Activities**

A project such as the proposed railway will require a number of fairly complex activities in order to gain the necessary 'traction' it needs, especially considering the geo-political challenges facing a project spanning two different countries.

The ECOWAS Study determined that the railway project is supported by the Governments of Mali and Cote d'Ivoire, the African Development Bank, ECOWAS, and of course the UEMOA commission is promoting it. As this particular link in the ECOWAS Study was ranked 3<sup>rd</sup> in terms of priority for development out of the 17 studied, one can garner that buy-in from the various regional agencies and banks will not pose unusual obstacles.

The region has useful precedents for public private partnerships in the railway sector, facilitating concerns about a lack of a regulatory framework able to accommodate such projects.

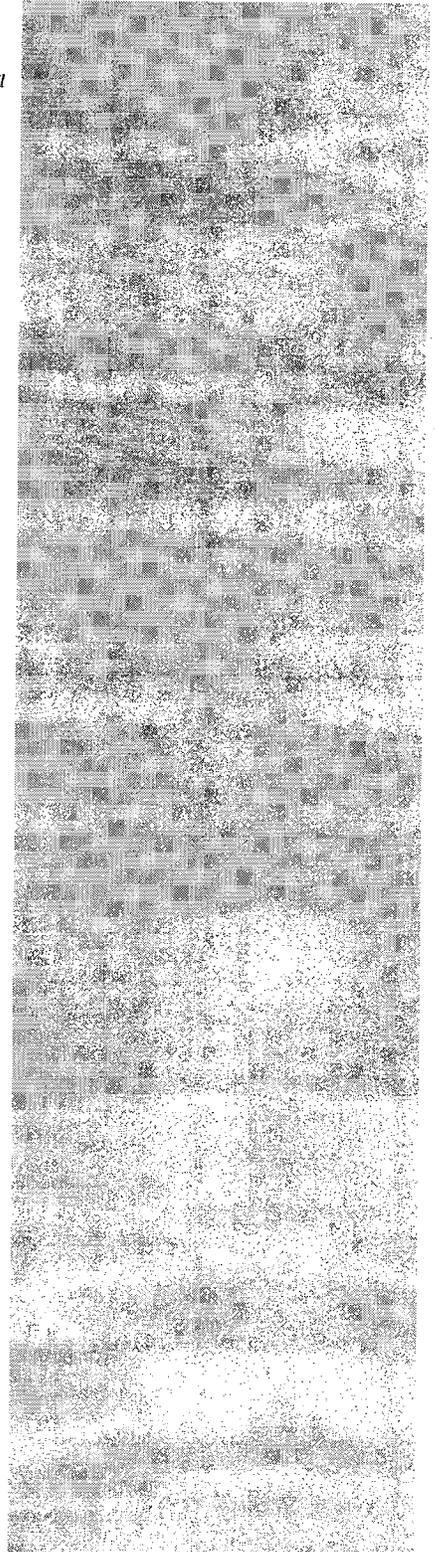
In addition to this regional support, the proposed Feasibility Study will include research activities, which will enable the project to move forward from a conceptual stage to development, implementation and operation. Paramount to the successful implementation of the project is the execution of a transparent process for the selection of private sector participants. For example, it will be necessary to develop and implement a process for selecting financing, construction/turnkey contractors, equipment suppliers, operators, users, etc. so they can bring value to the new railway project.

## **7. Development Priority**

The current method of transportation utilized for import/export and regional movement of goods and passengers is by truck, car or rail through an existing (less efficient) system of multi-modal transport methods and networks. This is clearly having a negative impact on the overall development of the region. The regional organizations recognize that critical to regional success is new and more efficient rail networks able to move goods and people at lower cost and in less time than current methods. The Project will promote an improvement in the cost and efficiencies of industrial activities in the region; and thus stimulate economic growth, create new jobs and assist in the remediation of poverty.

The overall objective of the project is to reduce the delay that Africa has with respect to Europe in general, and West Africa in particular in the construction and interconnection of railway infrastructure suitable to sustain the development of the continent in line with the NEPAD goals and individual country growth targets.

In recent years, an added and very strategic objective concerns the UEMOA landlocked countries' ability to develop several ports of export alternatives.



## **8. Social and Environmental Impacts**

The railway project would result in a series of positive social and environmental impacts for Mali primarily but also for Senegal, Burkina Faso, and Cote d'Ivoire. By improving the delivery of goods to market and increasing the mobility of the population, the railway would assist the region in meeting growth targets and alleviating poverty and thus the region's reliance on foreign aid.

Rail projects are inherently environmental 'challenges'. The project will be required to comply with the environmental policies of the World Bank. As with the development of any new facility, care must be taken to avoid any long-term environmental impacts on the surrounding area or affected transportation corridors.

The proposed preliminary environmental impact evaluation included with the Feasibility Study's TOR will address the issues associated with rail transport in greater detail.

## **9. Foreign Competition and Market Entry Issues**

Narrow gauge railways has been not been a major opportunity for US manufacturers other than for locomotives and electronic switching equipment. Manufacturing countries that still have considerable narrow gauge in operation include India and they have been supplying railcars to the SITARAIL and TRANSRAIL. European manufacturers are also better equipped to meet the UIC standard which is recommended in the ECOWAS Study and is consistent with what the existing railways have. There are no market entry issues that would prevent US companies from bidding for work or supplying their goods. From that perspective US suppliers will have comparable shipping costs to European suppliers and likely better than India. GE and ElectroMotive Diesels representatives were both enthusiastic about the potential for their locomotives, switching equipment, and in the case of GE rail cars as well.

## **10. Impact on US Labor**

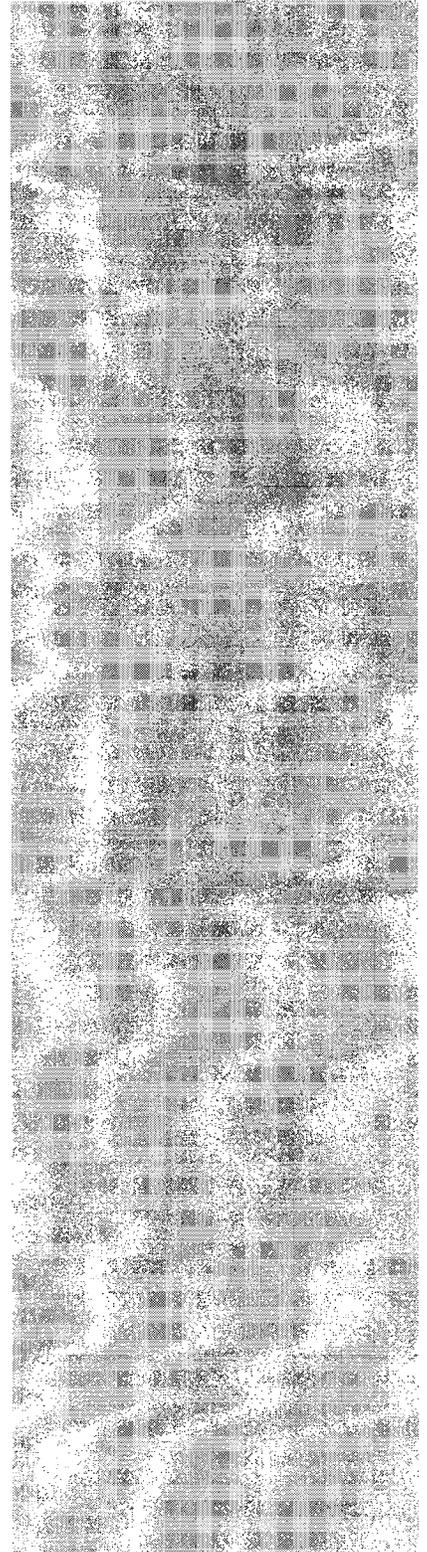
There will be no negative impact on US labor as a result of this Study or Project. There will be opportunity for US jobs in the manufacturing of locomotives and other equipment for the Project.

## **11. Justification**

The Project is a priority initiative for the regional bodies of UEMOA and ECOWAS, it has been ranked highly by the study commissioned by ECOWAS, and USTDA feasibility study funding will enable US companies to secure useful information to position themselves on the eventual procurement efforts for the Project. This is a significant development project estimated to cost over \$1.9 billion over 30 years, with 90% of it in the first 7 years or so. There are opportunities for US exports which range between 107 and 385 times the proposed grant amount. In addition to the views expressed in the ECOWAS Study, the Consultant believes that there are financing sources suitable for the Project. Regional development

UEMOA Regional Rail

banks and multilateral finance organizations have access to capital for this type of regional integration project, although it will need to be supported by private sector sources for the operational concession and the investments in the rolling stock, equipment and buildings. The existing railways in the region have a number of private sector participants most of which financially strong. The Study will not delve into the part of the railway that is in Cote d'Ivoire. Only the Mali segment and in Senegal to evaluate the improvements required for TRANSRAIL railway to accommodate any traffic increase.



### 13. Recommendation

The Consultant shares the conclusion of the ECOWAS Study that the Project is a high priority regional integration project that can be successfully implemented. A key step before that would need to occur to reach that goal is to complete a detailed feasibility study building from the ECOWAS Study. The proposed feasibility study meets the USTDA guidelines and would benefit from USTDA funding support. The Consultant developed a terms of reference in cooperation with USTDA's staff and UEMOA Commission which will bring value to the public financing sources, the host governments, and the private sector strategic partner prospects.

Considering the importance of the Cote d'Ivoire segment of the new railway link, the prohibition for USTDA to fund work in Cote d'Ivoire due to the current political relations with the US, and the desire by UEMOA commission to also study that segment, a solution was discussed with the interested parties.

- The Consultant proposes that the USTDA grant will cover only the work required outside of Cote d'Ivoire, and the recommended Terms of Reference are consistent with this requirement.
- When USTDA develops the Request for Proposal for Contractors to work on the Study, a parallel request for proposal will be issued by the UEMOA Commission that pertains to the Cote d'Ivoire segment and work;
- Contractor proposals will include a proposal for the USTDA RFP, and a separate proposal for the UEMOA RFP pertaining to Cote d'Ivoire;
- The Cote d'Ivoire work will be contracted separately between the UEMOA Commission and the Contractor, and will be paid for by the UEMOA Commission

This approach will ensure the UEMOA Commission can work with the same contractor team and maintain a competitive bidding environment for the Cote d'Ivoire portion of the work. Timelines for the parallel terms of reference work can be coordinated and the overall effort made more efficient. While USTDA cannot support the Cote d'Ivoire segment, the Contractor is not prohibited from working there, and without that segment the new railway in Mali would not succeed in getting implemented.

The Consultant has developed a budget in relation to the USTDA supported Terms of Reference amounting to \$751,560. The budget considers a mix of labor categories, including engineers experienced with railway projects, transportation planners, market study consultants, financial specialists, and legal. This budget is viewed sufficient and necessary to complete the tasks developed in the terms of reference. The Consultant recommends that USTDA provide a grant to the UEMOA Commission of \$751,560 towards the Study.

**ANNEX 3**



**U.S. TRADE AND DEVELOPMENT AGENCY**  
**Arlington, VA 22209-2131**

**NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS**

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

**USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):**

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

**NATIONALITY:**

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

## 2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

## 3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

## **SOURCE AND ORIGIN:**

### 1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

### 2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

### 3) Definitions

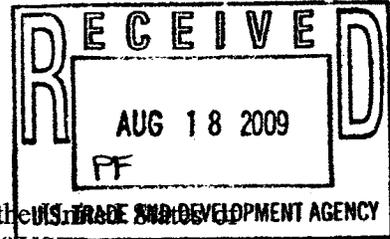
"Source" means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

*Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.*

**ANNEX 4**

## GRANT AGREEMENT



This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the *Union Économique et Monétaire Ouest-Africaine*/ West African Economic and Monetary Union (UEMOA) ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US \$750,000 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Regional Rail Integration Project ("Project") in Mali, Senegal, and Burkina Faso ("Host Countries").

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### 1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

### 2. Terms of Reference

The Terms of Reference for the Study ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study shall also be included in the Contract.

### 3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study.

### 4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

## **5. USTDA as Financier**

### **(A) USTDA Approval of Competitive Selection Procedures**

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* ([www.fedbizopps.gov](http://www.fedbizopps.gov)). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

### **(B) USTDA Approval of Contractor Selection**

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the Study. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the Study. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected.

### **(C) USTDA Approval of Contract Between Grantee and Contractor**

The Grantee and the Contractor shall enter into a contract for performance of the Study. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

### **(D) USTDA Not a Party to the Contract**

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

**(E) Grant Agreement Controlling**

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

**6. Disbursement Procedures**

**(A) USTDA Approval of Contract Required**

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

**(B) Contractor Invoice Requirements**

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

**7. Effective Date**

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

**8. Study Schedule**

**(A) Study Completion Date**

The completion date for the Study, which is May 1, 2011, is the date by which the parties estimate that the Study will have been completed.

**(B) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

**9. USTDA Mandatory Clauses**

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or

partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

## **10. Use of U.S. Carriers**

### **(A) Air**

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

### **(B) Marine**

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

## **11. Nationality, Source and Origin**

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from the Host Countries may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in the Host Countries are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

## **12. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Countries. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

### **13. Cooperation Between Parties and Follow-Up**

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

### **14. Implementation Letters**

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

### **15. Recordkeeping and Audit**

The Grantee agrees to maintain books, records, and other documents relating to the Study and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the Study and the Grant Agreement.

### **16. Representation of Parties**

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Burkina Faso or USTDA and Grantee will be represented by the President of the Commission of UEMOA or by the Commissioner of the Department of Planning of Communal Land and Transport and Tourism. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

### **17. Addresses of Record for Parties**

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: President of the Commission of UEMOA  
01 BP 543 Ouagadougou  
Burkina Faso

Phone: +226 50 31 88 73/76  
+226 50 31 88 72

E-mail : amadou.harouna@uemoa.int  
amadou\_arounda@yahoo.fr

To: U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, Virginia 22209-3901  
USA

Phone: (703) 875-4357  
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Economic Section of the U.S. Embassies in Burkina Faso, Mali, and Senegal with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 119/101001  
Activity No.: 2009-11018A  
Reservation No.: 2009110026  
Grant No.: GH2009110007

#### **18. Termination Clause**

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

**19. Non-waiver of Rights and Remedies**

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

**20. U.S. Technology and Equipment**

By funding this Study, USTDA seeks to promote the project objectives of the Host Countries through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

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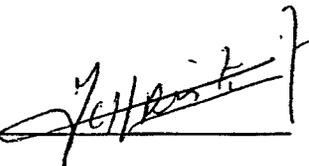
IN WITNESS WHEREOF, the Government of the United States of America and the Union Économique et Monétaire Ouest-Africaine, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the  
United States of America

By: 

Date: 08/05/09

For the Union Économique et  
Monétaire Ouest-Africaine

By: 

Date: 05 Aout 2009

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

## Annex I

### **Terms of Reference**

The *Union Économique et Monétaire Ouest-Africaine*/ West African Economic and Monetary Union (UEMOA) ("Grantee") is seeking a feasibility study to further examine specific recommendations of the recently completed Economic Community of West African States (ECOWAS) Master Plan which recommends the construction of 17 new railway links in West Africa. Specifically, the purpose of this feasibility study is to assist the Grantee in determining the technical and economic viability of developing a proposed rail line from Bamako, Mali to Mali's southeastern border with Côte d'Ivoire, and making recommendations for the upgrade of the existing railway from Bamako, Mali to Dakar, Senegal to which the new rail line would be linked, as well as its associated costs, design and construction criteria, and implementation plan (the proposed Regional Rail Integration Project, hereafter the "Project"). The Grantee's goal for this rail line is to interconnect two existing railways: the Transrail system which runs from Dakar, Senegal to Bamako, Mali, and the Sitarail system running from Ouagadougou, Burkina Faso to Abidjan, Côte d'Ivoire. The development of this rail line is one of the highest priorities identified by the ECOWAS Master Plan and, if implemented, this interconnection would enable more efficient freight and passenger transportation and more reliable port access for goods coming into and out of the landlocked UEMOA countries.

Due to funding restrictions set forth by Section 608 of the Foreign Assistance Act these terms of reference (TOR) do not include any tasks for work to be conducted for the benefit of or in Côte d'Ivoire. USTDA funds for this Study shall only cover work performed for the benefit of Mali, Burkina Faso, and Senegal.

#### **Task 1: Review and Data Gathering**

The Contractor shall review and evaluate existing rail infrastructure in Mali and Senegal, and gather all relevant data to perform the Study. The Grantee shall provide the Contractor, at a minimum, with the ECOWAS Master Plan, relevant legislative and policy documents, and any relevant market data in the Grantee's possession. The Contractor shall also obtain background information from other sources as necessary.

- a) The Contractor shall gather relevant information pertaining to the Study from the Grantee, the World Bank, ECOWAS, the Governments of Mali, Senegal, and Burkina Faso, Sitarail, Transrail and other relevant sources. The Contractor shall gather data that includes economic growth forecasts, regional rail network data, import/export data, passenger forecasts, and rail usage and maintenance records (where available).
- b) The Contractor shall review the ECOWAS Master Plan with a focus on the sections related to this Project and analyze this information as it relates to the Project and planned site visits. The Contractor's research shall give particular emphasis to the Master Plan's recommendation of standard versus metric gauge for the proposed Project, and the financial and technological implications of this recommendation on the Project.

c) The Contractor shall meet with the Grantee in Burkina Faso to discuss the Contractor's initial findings and Work Plan for carrying out the Study.

Task 1 Deliverable: The Contractor shall provide a written Work Plan for carrying out the Study and a Technical Report which fully incorporates all findings, analysis and recommendations derived from work performed under Task 1. The Task 1 Deliverable shall be included in the Final Report.

### **Task 2: Detailed Market Study**

The Contractor shall conduct a detailed Market Study including a review of the current and forecasted freight traffic eligible for rail usage, including origin/destination and import/export data that might impact the proposed railway's freight volume. The Contractor shall:

- a) Meet with cargo shippers, passenger rail operators and major railway users in Senegal, Mali, and Burkina Faso, and communicate with cargo shippers, passenger rail operators and major railway users in Niger to assess usage potential;
- b) Identify the passenger traffic, goods and cargo which would be positively or adversely affected by the Project;
- c) Identify the existing modes of transportation for goods within the Host Countries and carriers serving the target region including maritime, trucking, and rail organizations and competing methods of cargo management;
- d) Determine volume and usage projections, origin-destination information for key shipping lines and freight forwarders related to the Project;
- e) Determine and compare costs and other charges for shipment using the modes of transportation previously identified in this Task; and
- f) Compile this Market Study data and information into two (2) demand matrices:
  - i. cargo and goods shipment including Origin/Destination data and;
  - ii. passenger usage data, to aid in the assessment of potential demand analysis for the new railway link to be examined in subsequent Tasks of this Study.

Task 2 Deliverable: The Contractor shall provide a detailed Market Study which fully incorporates all findings, analysis and recommendations derived from work performed under Task 2. The Task 2 Deliverable shall be included in the Final Report.

### **Task 3: Technical Assessment for New Railway Link**

The Contractor shall determine the requirements for the design, development, construction, operation, and maintenance of the new railway link between Bamako, Mali,

and Mali's southeastern border with Côte d'Ivoire. This information will be used by the Grantee to develop detailed Requests for Proposals for construction and operator bids. The Contractor shall:

- a) Recommend the best route alignment for the proposed new railway link;
- b) Estimate track requirements and provide a preliminary railway design for the recommended route alignment with associated cost estimates for varying levels of service;
- c) Prepare preliminary passenger rail operating plans, including estimated costs and revenues for a range of levels of service and required facilities for passenger use;
- d) Make recommendations on the gauge of the new railway link in consultation with the Grantee. The Contractor's analysis shall include a summary cost/benefit analysis of standard versus metric gauge including each gauge's effect on the movement of goods. Where necessary, the Contractor shall propose appropriate methods of transloading cargo or employing adaptable rolling stock;
- e) Determine the railway's relationship, including proximity and access, to local airports and highways and other rural transportation systems and recommend approximate station locations;
- f) Estimate the needed rolling stock and costs and sourcing for locomotives, passenger cars, maintenance vehicles, freight cars, and other equipment, and over a period of 20 years;
- g) Estimate the required locations and types of maintenance facilities for rolling stock and other operational requirements including marshalling yards, workshops, and siding requirements and approximate costs for varying levels of service;
- h) Estimate signaling and communications requirements with approximate costs for varying levels of service; and
- i) Identify potential U.S. sources of supply for the required equipment identified in this Task in accordance with the Final Report requirements identified in Clause I(3)(e) of Annex II to this Grant Agreement.

Task 3 Deliverable: The Contractor shall provide a Technical Report which fully incorporates all findings, analysis and recommendations derived from work performed under Task 3. The Task 3 Deliverable shall be included in the Final Report.

#### **Task 4: Technical Study for Existing Railway**

The Contractor shall complete a Technical Study which shall recommend upgrades to the existing railway between Bamako, Mali and Dakar, Senegal to accommodate additional

traffic resulting from the implementation of the Project. The Contractor shall carry out this analysis using a combination of existing records and reports, discussions with Transrail and the relevant Ministries, and physical inspections of sample sections of the existing railway in Mali and Senegal identified in coordination with Transrail and the Grantee. The Contractor shall:

- a) Determine the extent of needed railway upgrades, additional rolling stock, and additional buildings and facilities requirements;
- b) Provide an estimate of costs for the upgrades identified in this Task; and
- c) Identify potential U.S. sources of supply for the required equipment identified in this Task in accordance with the Final Report requirements identified in Clause I(3)(e) of Annex II to this Grant Agreement.

**Task 4 Deliverable:** The Contractor shall provide a Technical Study which fully incorporates all findings, analysis and recommendations derived from work performed under Task 4. The Task 4 Deliverable shall be included in the Final Report.

#### **Task 5: Financial and Economic Analysis**

The Contractor shall utilize the information provided in Tasks 2-4 and the data generated under this Task 5 to develop financial projections and analysis of the Project. The Contractor shall:

- a) Develop a detailed preliminary financial model from which the Contractor shall generate a sensitivity analysis according to several key factors including Project costs, construction period, operation costs, volume, phased purchase of rolling stock, cost of financing, freight and passenger tariffs, among others;
- b) Estimate total revenues and expenses for low, medium, and high levels of estimated use;
- c) Conduct discussions with potential lenders and incorporate into the financial model: debt modules and terms including Debt Service Coverage Ratios and Return on Capital for the Project;
- d) Confer with World Bank, African Development Bank, ECOWAS, US Ex-Im Bank, the Overseas Private Investment Corporation (OPIC), and other debt financing sources, as well as sources of equity investment for railway projects, to determine the financing options, including potential public-private partnerships;
- e) Determine the financing structure and financing plan suitable for the Project based on financial model results. Make recommendations on the optimal financing structure and plan;

f) Assess the economic impact to the governments of the Host Countries and to the private concession operator from income attributed to the Project; and

g) Provide a detailed financial analysis using the data and work product of the preceding tasks and sub-tasks.

**Task 5 Deliverable:** The Contractor's deliverable shall be a Financial and Economic Analysis which fully incorporates all findings, analysis and recommendations derived from work performed under Task 5. The Task 5 Deliverable shall be included in the Final Report.

### **Task 6: Project Structure and Implementation**

The Contractor shall review the regulatory and legal issues relevant to the Project in order to recommend one or more probable Project structures. The Contractor shall identify potential railway operators and investors, and develop a Project Implementation Guide. The Contractor shall:

a) Review the existing legal structures and regulatory framework, and issues affecting Project ownership;

b) Analyze the potential for government investment and ownership of the railway infrastructure, the potential sale of one or more operating concessions, and the potential for operator investment in rolling stock and other equipment;

c) Make recommendations for the optimal Project structure (ownership, financial, and legal);

d) Identify and describe potential carriers and operators for the Project that are:

- i. Suitable for the operation of the Project;
- ii. Financially capable to invest in the commercial operations, inclusive of rolling stock, associated buildings, marketing and staff; and
- iii. Interested in investing in the Project.

**Task 6 Deliverable:** The Contractor shall develop a Project Implementation Guide which will serve as a guide for the Project stakeholders in the recommended ownership structure, concession process, and means of obtaining donor financing and investment for Project implementation. The Task 6 Deliverable shall fully incorporate all findings, analysis and recommendations derived from work performed under Task 6. The Task 6 Deliverable shall be included in the Final Report.

### **Task 7: Analysis of Key Host Country Development Impacts**

The Contractor shall discuss the anticipated developmental impacts of the Project with reference to USTDA's Developmental Impact guidelines:

*Infrastructure Development:* The Contractor shall provide a statement on the infrastructure impact in the Host Countries, giving a brief synopsis. This statement shall include an estimate of new volumes of transported goods into and out of the Host Countries, increase in passenger flows, and a statement on the indirect infrastructure benefits such as those related to road maintenance.

*Market- Oriented Reform:* The Contractor shall provide a description of new or pending regulations, laws, or institutional changes and the effect they will likely have on the development of the Project.

*Technology Transfer and Productivity Enhancement:* The Contractor shall provide a description of any advanced technologies that would be utilized as a result of the Project.

*Other:* The Contractor shall make reference to the Host Country governments' direct revenue gains which could arise from concessionary fees such as royalties, lease of government owned rail infrastructure, taxes, and other Project generated income. The Contractor's analysis shall also consider and describe any additional developmental benefits that may result from the Project's implementation, including spin-off and demonstration effects.

#### **Task 8: Preliminary Environmental Impact Assessment**

The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank, African Development Bank, and other potential Project financiers. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts. The Contractor shall highlight any issues to be addressed in future Environmental Impact Assessments which would be undertaken by the selected construction consortium or other implementing entity in the future. The Contractor shall also make reference to the local requirements for environmental impact assessments. In this Preliminary Environmental Impact Assessment, the Contractor shall:

- a) Discuss the environmental impact finding of the ECOWAS Master Plan;
- b) Indicate the potential for resettlement of indigenous peoples to accommodate the Project;
- c) Identify potential positive and negative environmental impacts including with reference to environmental impacts typically associated with similar railway projects.
- d) Propose measures to mitigate any anticipated negative environmental impacts and identify any negative impacts which cannot be mitigated.

**Task 8 Deliverable:** The Contractor shall prepare a Preliminary Environmental Impact Assessment for Project. The Task 8 Deliverable shall be included in the Final Report.

### **Task 9: Final Report**

The Contractor shall deliver a Draft Final Report to the Grantee for the Grantee's review and comment. Following this consultation with the Grantee, the Contractor shall prepare and deliver to the Grantee, USTDA, and the U.S. Embassies in Mali, Senegal, and Burkina Faso a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report") which incorporates the Grantee's comments and revisions from the Draft Final Report. The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

The Contractor shall be responsible for providing a Key Contacts List indicating all contacts made during the course of this Study. This Key Contacts List shall be included in the Final Report.

All interim reports will be in English and copy of the Final Report will be provided in both English and French.

#### **Notes:**

- 1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- 2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- 3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

## Annex II

### USTDA Mandatory Contract Clauses

#### A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the *Union Économique et Monétaire Ouest-Africaine*/ West African Economic and Monetary Union (UEMOA) ("Client"), dated \_\_\_\_\_ ("Grant Agreement"). The Client has selected \_\_\_\_\_ ("Contractor") to perform the feasibility study ("Study") for the Regional Rail Integration Project ("Project") in Mali, Senegal, and Burkina Faso ("Host Countries"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

#### B. USTDA as Financier

##### (1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

##### (2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or

failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

### **C. Nationality, Source and Origin**

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Countries may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in the Host Countries are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

### **D. Recordkeeping and Audit**

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

### **E. U.S. Carriers**

#### **(1) Air**

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

## **(2) Marine**

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

## **F. Workman's Compensation Insurance**

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

## **G. Reporting Requirements**

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

## **H. Disbursement Procedures**

### **(1) USTDA Approval of Contract**

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

### **(2) Payment Schedule Requirements**

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

### **(3) Contractor Invoice Requirements**

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

**(a) Contractor's Invoice**

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

**(i) For a mobilization payment (if any):**

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA. "

**(ii) For contract performance milestone payments:**

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

**(iii) For final payment:**

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

**(b) Client's Approval of the Contractor's Invoice**

**(i) The invoice for a mobilization payment must be approved in writing by the Client.**

**(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:**

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

**(c) USTDA Address for Disbursement Requests**

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

**(4) Termination**

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

**I. USTDA Final Report**

**(1) Definition**

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

**(2) Final Report Submission Requirements**

The Contractor shall provide the following to USTDA:

**(a)** One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any,

contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in each of the Host Countries for informational purposes.

### **(3) Final Report Presentation**

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

#### **J. Modifications**

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

#### **K. Study Schedule**

##### **(1) Study Completion Date**

The completion date for the Study, which is May 1, 2011, is the date by which the parties estimate that the Study will have been completed.

##### **(2) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

#### **L. Business Practices**

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

#### **M. USTDA Address and Fiscal Data**

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, Virginia 22209-3901  
USA

Phone: (703) 875-4357  
Fax: (703) 875-4009

#### Fiscal Data:

Appropriation No.: 119/101001  
Activity No.: 2009-11018A  
Reservation No.: 2009110026  
Grant No.: GH2009110007

#### **N. Definitions**

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

#### **O. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Countries. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

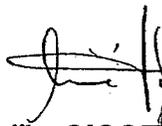


## ATTESTATION DE PLEINS POUVOIRS

Nous, Soumaïla CISSE, Président de la Commission de l'Union Economique et Monétaire Ouest Africaine (UEMOA), donnons par la présente, les pleins pouvoirs à Monsieur Christophe Joseph Marie DABIRE, Commissaire chargé du Département du Marché Régional, du Commerce, de la Concurrence et de la Coopération, à l'effet de signer au nom de la Commission de l'UEMOA, à Nairobi, au KENYA, l'Accord de subvention entre l'USTDA et l'UEMOA, pour la conduite d'une étude de faisabilité du projet d'interconnexion des réseaux ferroviaires du Mali, du Sénégal et du Burkina Faso.

En foi de quoi la présente attestation lui est délivrée, pour servir et valoir ce que de droit.

Fait à Ouagadougou, le 31 JUIL 2009

  
Soumaïla CISSE



**UNITED STATES TRADE AND  
DEVELOPMENT AGENCY (USTDA)**

**UNION ECONOMIQUE ET MONETAIRE  
OUEST AFRICAINE (UEMOA)**

**ACCORD DE SUBVENTION**

**ENTRE**

**UNITED STATES TRADE AND DEVELOPMENT AGENCY (USTDA)**

**ET**

**L'UNION ECONOMIQUE ET MONETAIRE OUEST AFRICAINE (UEMOA)**

Cet accord de subvention est conclu par le Gouvernement des États-Unis d'Amérique, agissant par l'entremise de l'U.S. Trade and Development Agency ci-après désignée « l'USTDA » et l'Union Économique et Monétaire Ouest Africaine (UEMOA) ci-après désignée « le bénéficiaire », agissant par l'entremise de la Commission de l'UEMOA. L'USTDA accepte d'accorder au bénéficiaire, dans le cadre de cet accord, la somme de U \$750,000 USD (« la subvention USTDA ») pour la conduite d'une étude de faisabilité (« l'étude ») du projet d'interconnexion des Réseaux Ferroviaires du Mali, du Sénégal et du Burkina Faso (« pays bénéficiaires »).

#### **1. Financement USTDA**

Les fonds accordés aux termes de cet accord de subvention devront être utilisés pour financer les coûts d'un contrat entre le bénéficiaire et l'entreprise américaine (« le contractant ») choisie par le bénéficiaire, selon lequel le contractant conduira l'étude (« le contrat »). Les paiements au contractant seront versés directement par l'USTDA au contractant, sur les fonds de subvention attribués aux termes du présent accord.

#### **2. Termes de référence**

Les termes de référence de l'étude (« le cadre de référence »), ci-joints en tant qu'annexe 1 sont par la présente, déclarés partie de cet accord de subvention. L'étude portera sur les aspects techniques, financiers, environnementaux et autres domaines critiques du projet proposé. Le cadre de référence de l'étude devra également être inclus dans le contrat.

#### **3. Normes de conduite**

L'USTDA et le bénéficiaire reconnaissent l'existence des normes de conduite pour les fonctionnaires et les entités commerciales, dans la région. Les parties concernées par le contrat de subvention, ainsi que le contractant choisi pour diriger l'assistance technique devront se conformer à ces normes, qui incluent le refus d'accepter des paiements en espèces ou en nature, directs ou indirects de tiers, dans le but d'inciter illégalement ou abusivement quiconque à agir favorablement au sujet de l'assistance technique.

#### **4. Responsabilités du bénéficiaire et soutien du contractant**

Le bénéficiaire devra faire de son mieux pour fournir un soutien raisonnable au contractant en ce qui concerne les aspects tels que les transports locaux, les locaux, les bureaux et le secrétariat.

#### **5. L'USTDA en tant que Financier**

##### **(A) Approbation par l'USTDA des Procédures Compétitives de Sélection**

La sélection du Contractant des États Unis sera faite par le bénéficiaire en conformité à la procédure établie pour la sélection compétitive des contractants avec préavis de prestations publié en ligne sur *Federal Business Opportunities* ([www.fedbizopps.gov](http://www.fedbizopps.gov)). Si demandé, le bénéficiaire fournira les procédures d'établissement de contrat et la documentation y relative à l'USTDA à fin de renseignement et/ou d'approbation.

### **(B) Approbation par l'USTDA de la Sélection du Contractant**

Le bénéficiaire notifiera à l'USTDA à l'adresse indiquée à l'Article 17 ci-dessous la sélection du Contractant qui réalisera l'Étude. Lors de l'approbation de la sélection par l'USTDA, le bénéficiaire et le Contractant établiront un Contrat pour la réalisation de l'Étude. Le bénéficiaire informera par écrit les soumissionnaires qui ont présenté des offres non retenues pour la réalisation de l'Étude qu'elles n'ont pas été sélectionnées.

### **(C) Approbation par l'USTDA du Contrat entre le bénéficiaire et le Contractant**

Le bénéficiaire et le Contractant établiront un contrat pour la réalisation de l'Étude. Ce contrat, et tout changement ultérieur, y compris les missions et toutes modifications des termes de référence, doivent recevoir l'approbation de l'USTDA par écrit. Pour expédier l'approbation, le bénéficiaire (ou le Contractant au nom du bénéficiaire) transmettra à l'USTDA, à l'adresse indiquée à l'Article 17 une photocopie d'une version en langue anglaise du contrat signé ou une version de brouillon final du contrat.

### **(D) l'USTDA n'est pas partie au Contrat**

Les parties comprennent que l'USTDA se réserve certains droits comme, (liste non limitative) le droit d'approuver les conditions du contrat et tout changement qu'il y sera apporté, notamment les missions, la sélection de tout contractant, la Terminologie de Référence, le Rapport Final, et tout autre document lié à tout contrat subventionné sous l'Accord de Subvention. Les parties, de plus, comprennent et acceptent que l'USTDA, en se réservant certains ou tous les droits d'approbation susmentionnés, agit seulement en tant qu'organisation de subvention pour assurer le bon usage des fonds du Gouvernement des États- Unis, et que toute décision prise par l'USTDA d'exercer ou de ne pas exercer ces droits d'approbation sera prise en tant que financier au cours de la subvention de cette Étude et ne sera pas comprise comme faisant de USTDA une partie au contrat. Les parties, par ceci, comprennent et acceptent que de temps à autre, l'USTDA pourra utiliser les droits d'approbation susmentionnés, ou discuter des sujets liés à ces droits et au Projet, avec les parties du contrat ou de tout sous-contrat, conjointement ou séparément, sans par ce fait être assujettie à une quelconque responsabilité ou responsabilité civile envers ces parties. Toute approbation, ou manque d'approbation de la part de USTDA n'empêcheront pas le bénéficiaire ou l'USTDA d'affirmer des droits qu'ils peuvent avoir contre le Contractant, et n'absout pas le Contractant de quelconque responsabilité qu'il aurait envers le bénéficiaire ou USTDA.

### **(E) Accord de Subvention, Document de Régulation**

Indépendamment de l'approbation USTDA, les droits et les obligations de toute partie au contrat ou aux sous contrat doivent être conformes à cet Accord de Subvention. Dans l'éventualité de quelconque inconsistance entre l'Accord de Subvention et tout contrat ou sous contrat financé par l'Accord de Subvention, l'Accord de Subvention sera le document de référence.

## **6. Modalités de versements**

### **(A) Approbation du contrat par l'USTDA**

L'USTDA n'effectuera les versements de la subvention directement au contractant, qu'après avoir approuvé le contrat passé entre le bénéficiaire et le contractant.

### **(B) Facturation pour le contractant**

Le bénéficiaire devra demander les versements de fonds au contractant par l'USTDA pour l'exécution de l'assistance technique en soumettant des factures, conformément aux procédures énoncées dans les dispositions obligatoires de l'annexe II.

## **7. Date d'entrée en vigueur**

La date d'entrée en vigueur du présent accord (« date d'entrée en vigueur ») sera celle de la signature par les deux parties ou, si les deux parties signent à des dates différentes, celle de la dernière signature.

## **8. Calendrier du projet**

### **(A) Date d'achèvement de l'étude**

La date d'achèvement de l'étude, qui est le 1<sup>er</sup> mai, 2011, est celle à laquelle les parties estiment que l'étude aura été achevée.

### **(B) Limite de temps pour le versement des fonds de subvention de la USTDA**

Sauf sur acceptation de la part de la USTDA, (a) aucun fonds USTDA ne sera versé dans le cadre du présent accord de subvention pour des biens et services fournis avant la date d'entrée en vigueur de l'accord de subvention et (b) tous les fonds alloués dans le cadre de l'accord de subvention devront être versés dans un délai de quatre (4) ans, à compter de la date d'entrée en vigueur de l'accord de subvention.

## **9. Dispositions obligatoires**

Tous les contrats financés dans le cadre de cet accord de subvention devront inclure les dispositions obligatoires énoncées dans l'annexe II du présent document. Tous les contrats de sous-traitance totalement ou partiellement financés par la subvention de l'USTDA devront inclure les dispositions obligatoires, à l'exception des dispositions B(1), G, H, I et J.

## **10. Usage des transporteurs aériens américains**

### **(A) Voie aérienne**

Le transport aérien des personnes ou biens financé dans le cadre de l'accord de subvention se fera à bord de transporteurs américains, conformément au Fly America Act, 49 U.S.C. 40118, dans la mesure où le service par ces transporteurs est disponible, conformément aux réglementations applicables du gouvernement américain.

## **(B) Voie maritime**

Le transport maritime des biens financé dans le cadre de l'accord de subvention se fera à bord de transporteurs américains, conformément aux lois américaines de transport maritime.

### **11. Nationalité, source et origine**

Sauf sur acceptation de la part de l'USTDA, les dispositions ci-dessous régiront la livraison des biens et services financés par l'USTDA dans le cadre de cet accord de subvention : (a) en ce qui concerne les services professionnels, le contractant devra être une entreprise ou une personne de nationalité américaine ; (b) le contractant pourra utiliser des sous-traitants américains sans limitation, toutefois, l'usage de sous-traitants de la région ne devra pas excéder vingt pour cent (20 %) de la subvention de l'USTDA et ces sous-traitants ne pourront être utilisés que pour des services spécifiques décrits dans le cadre de référence inclus avec le contrat de sous-traitance ; (c) Les employés du contractant ou sous-traitant américain devront être des citoyens des États-Unis ou des résidents légalement admis à vivre en permanence aux États-Unis ; (d) les marchandises achetées pour l'exécution de l'assistance technique et les services de livraison s'y rapportant (tels que les transports internationaux et les assurances) devront être de nationalité, de source et d'origine américaine et (e) les marchandises et services relatifs au soutien de l'assistance technique dans la région (tels que l'hébergement local, la restauration et les transports), ne sont pas sujets aux restrictions ci-dessus. Sur demande, l'USTDA fournira des informations plus détaillées au sujet de ces restrictions.

### **12. Taxes**

Les fonds USTDA alloués dans le cadre de cet accord de subvention ne devront pas être utilisés pour le paiement de taxes, tarifs, redevances, droits ou autres prélèvements imposables selon les lois en vigueur dans les pays bénéficiaires. Ni le bénéficiaire, ni le contractant ne demanderont remboursement à l'USTDA pour ces taxes, tarifs, redevances, droits ou autres prélèvements.

### **13. Collaboration entre les parties et suivi**

Les parties coopéreront pour assurer que les objectifs de l'accord de subvention sont atteints. Le bénéficiaire acceptera de répondre à toute question raisonnable de la part de l'USTDA au sujet de l'état du projet, pour une période de cinq (5) ans à compter de la date de réception du rapport final par l'USTDA.

### **14. Lettres de mise en œuvre**

Pour aider le bénéficiaire à la mise en œuvre de l'étude, l'USTDA pourra, de temps à autre, lui fournir des lettres de mise en œuvre contenant des informations complémentaires concernant les sujets traités dans l'accord de subvention. Les parties pourront également utiliser des lettres d'implémentation acceptées d'un commun accord pour confirmer et documenter leur compréhension mutuelle des sujets traités dans l'accord de subvention.

## 15. Tenue des fichiers et vérifications

Le bénéficiaire accepte de maintenir les registres, fichiers et autres documents relatifs à l'étude et à l'accord de subvention, attestant qu'il s'est acquitté de ses responsabilités dans le cadre de l'accord de subvention, y compris la sélection des contractants, la réception et l'acceptation des produits stipulés dans le contrat et l'acceptation ou le refus des factures des contractants devant être payées par l'USTDA. Ces registres, fichiers et autres documents devront être conservés séparément pour une période de trois (3) ans à compter de la date du versement final par l'USTDA. Le bénéficiaire devra donner à l'USTDA ou à ses représentants agréés, la possibilité, en temps opportun, de consulter les registres, fichiers et autres documents relatifs à l'assistance technique de faisabilité et à l'accord de subvention.

## 16. Représentation des parties

Pour toutes les questions relatives à l'accord de subvention, le gouvernement des États-Unis d'Amérique sera représenté par l'Ambassadeur des États-Unis près le Burkina Faso ou l'USTDA et le bénéficiaire sera représenté par le Président de la Commission de l'UEMOA, ou par délégation le Commissaire Chargé du Département de l'Aménagement du Territoire Communautaire, des Transports et du Tourisme. Les parties concernées pourront, par notification écrite, désigner des représentants supplémentaires pour toute activité entrant dans le cadre de l'accord de subvention.

## 17. Adresse officielle des parties

Toute notification, demande ou autre correspondance entre les parties dans le cadre de l'accord de subvention devra se faire par écrit ou par un moyen télégraphique ou électronique produisant une preuve tangible de la transmission, tel qu'un télégramme, un câble ou un fac-similé, et sera considéré comme étant dûment remis ou envoyé lorsqu'il est adressé à la partie concernée comme suit :

Destinataire : M. Soumaïla Cisse  
Président de la Commission de l'UEMOA  
Union Economique et Monétaire Ouest Africaine  
01 BP 543 Ouagadougou 01  
Burkina Faso

Téléphone : (226) 50 31 88 72/76  
(226) 50 32 87 20

E-mail: [commission@uemoa.int](mailto:commission@uemoa.int)  
[Amadou.harouna@uemoa.int](mailto:Amadou.harouna@uemoa.int)

Destinataire : U.S. Trade and Development Agency  
1000 Wilson Boulevard; Suite 1600  
Arlington, VA 22209-3901  
USA  
Téléphone : (703) 875-4357  
Télécopieur : (703) 875-4009

Toutes ces correspondances devront se faire en anglais, sauf en cas d'agrément mutuel du contraire, par écrit. En outre, le bénéficiaire devra remettre une copie de toute correspondance avec l'USTDA à l'ambassade américaine dans les pays bénéficiaires (Burkina Faso, Mali et Sénégal) la région.

Toute correspondance relative à cet accord de subvention devra inclure les informations fiscales suivantes :

No. d'appropriation : 119/101001  
No. d'activité : 2009-11018A  
No. de réservation : 2009110026  
No. de subvention : GH2009110007

### **18. Clause de cessation**

Chacune des parties pourra mettre fin à l'accord de subvention en notifiant l'autre partie par écrit trente (30) jours à l'avance. La cessation de l'accord de subvention mettra fin à toute obligation de fournir des ressources financières ou autres pour l'assistance technique, à l'exception des paiements auxquels les parties se sont engagées conformément aux engagements non résiliables envers des tiers, préalables à la notification de cessation par écrit.

### **19. Non-renonciation aux droits et recours**

Aucun délai de l'usage des droits et recours de la part de l'une ou l'autre des parties et se rapportant à l'accord de subvention ne saurait être interprété comme une renonciation à ces droits et recours.

### **20. Technologie et équipement américains**

En finançant cette assistance technique, l'USTDA cherche à promouvoir les objectifs du projet dans les pays bénéficiaires par l'usage de la technologie, des biens et des services américains. En reconnaissance de cet objectif, le bénéficiaire accepte de permettre aux fournisseurs américains de participer à la fourniture de la technologie, des biens et des services nécessaires à la mise en œuvre du projet.

**EN FOI DE QUOI, le Gouvernement des États-Unis d'Amérique, et l'Union Économique et Monétaire Ouest Africaine (UEMOA),** chacun agissant par l'intermédiaire de son représentant dûment agréé, ont fait signer ce document de langue anglaise en leur nom et remettre au jour de l'année stipulé ci-dessous. Au cas où l'accord de subvention est signé en plusieurs langues, la version anglaise fera foi.

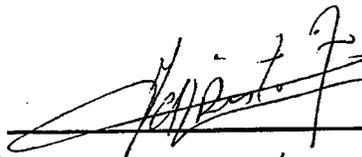
Pour le Gouvernement  
des États-Unis d'Amérique



Date : 08/05/09

Certification :

Pour l'Union Economique et Monétaire  
Ouest Africaine



Date : 05-Août 2009.

Certification :

Annexe I – Cadre de référence

Annexe II – Dispositions obligatoires de l'USTDA

## Annexe I

### Termes de Référence (cadre de référence)

La Commission de l'Union Economique et Monétaire Ouest Africaine (UEMOA), le bénéficiaire, envisage de faire une étude de faisabilité pour examiner en détails les recommandations spécifiques du nouveau Plan Directeur des interconnexions ferroviaires de la CEDEAO qui propose la construction de 17 lignes ferroviaires en Afrique de l'Ouest. Spécifiquement, l'objectif de cette étude de faisabilité est d'aider le bénéficiaire dans l'évaluation technique et économique du projet de chemin de fer de Bamako (Mali) à la frontière sud avec la Côte d'Ivoire, et de proposer un schéma d'amélioration de la voie ferrée existante de Dakar à Bamako à laquelle sera interconnectée la nouvelle ligne ferroviaire projetée. Les résultats attendus du bénéficiaire est d'interconnecter deux réseaux ferroviaires existants : TRANSRAIL qui exploite la ligne Dakar –Bamako et SITARAIL qui exploite la ligne Abidjan-Ouagadougou. La construction de cette ligne ferroviaire est l'un des projets prioritaires identifié dans le Plan Directeur de la CEDEAO. La mise en œuvre de ce projet permettra le développement des trafics voyageurs et marchandises et facilitera l'accès aux ports les marchandises importées ou exportées par les pays de l'hinterland de l'UEMOA.

En raison des restrictions de placement déterminées par Section 608 de l'Acte Etranger d'Aide, ces termes de référence n'incluent aucune tâche pour que le travail soit conduit au profit ou dans l'Etat de Côte d'Ivoire. Les fonds d'USTDA pour cette étude couvriront seulement le travail effectué au profit du Mali, du Burkina Faso, et du Sénégal.

#### Tâche 1 : Collecte et revue de données

Le contractant passera en revue et évaluera l'infrastructure de rail existante au Mali et au Sénégal, et recueillera toutes les données appropriées pour réaliser l'étude. Le bénéficiaire fournira au contractant, au minimum, avec le programme-cadre d'ECOWAS, les documents appropriés législatifs et de politique, et n'importe quelles données appropriées du marché en sa possession. L'entrepreneur obtiendra également l'information de fond d'autres sources selon les besoins.

- a) Le contractant recueillera les informations importantes concernant l'étude auprès du bénéficiaire, de la banque mondiale, de la CEDEAO, les gouvernements du Mali, Sénégal, et Burkina Faso, Sitarail, Transrail et d'autres sources appropriées. Le contractant recueillera les données relatives aux prévisions de croissance économique, aux données régionales sur les réseaux de rail, les données d'importation/exportation, les prévisions de trafics passagers, les procédures d'utilisation et de maintenance des rails (lorsque disponibles).
- b) Le contractant passera en revue le programme-cadre d'ECOWAS concernant les sections liées à ce projet et analysera toute information comme relative au projet et aux sites d'emplacement prévues.
- c) Le contractant rencontrera le bénéficiaire au Burkina Faso pour discuter de ses résultats et le plan de travail initiaux pour effectuer l'étude.

Tâche 1 livrable : Le contractant fournira un plan de travail écrit pour effectuer l'étude et un rapport technique qui incorpore entièrement tous les résultats, analyse et recommandations dérivés du travail effectué sous la tâche 1. Le livrable de la tâche 1 sera inclus dans le rapport final.

### **Tâche 2 : Étude de marché détaillée**

Le contractant conduira une étude de marché détaillée comprenant un examen du courant et du trafic de fret prévu habilités à l'utilisation de rail, y compris les données d'exportation et d'importation qui pourraient influencer le volume du fret du chemin de fer proposé. Le contractant devra :

- a) rencontrer les expéditeurs de cargaison, les opérateurs de rail de passager et les utilisateurs ferroviaires importants au Sénégal, au Mali, et Burkina Faso, et communiquer avec des chargeurs, des opérateurs de rail (trafics passagers) et des utilisateurs ferroviaires importants au Niger pour évaluer le potentiel d'utilisation ;
- b) identifier le trafic, les marchandises et le trafic passager qui seront induits par le projet ;
- c) identifier les modes existants du transport des marchandises et de personnes dans les pays bénéficiaires comprenant le transport maritime, le camionnage, et les organismes de rail et les méthodes de concurrence de gestion de cargaison ;
- d) déterminer les projections de volumes de trafic et faire les enquêtes origine-destination pour les lignes de transport liés au projet ;
- e) déterminer et comparer les coûts et d'autres frais pour l'expédition utilisant les modes du transport précédemment identifiés dans cette tâche ; et
- f) compiler ces données et informations sur l'étude de marché dans deux (2) matrices de demande :
  - i. estimation de trafic de marchandises comprenant des données d'origine/destination et ;
  - ii. données de trafic passager pour aider à l'évaluation et l'analyse des demandes potentielles pour le nouveau lien ferroviaire étudié.

Tâche 2 livrable : Le contractant fournira une étude de marché détaillée qui incorpore entièrement tous les résultats, analyse et recommandations dérivés du travail effectué sous la tâche 2. Le livrable de la tâche 2 sera inclus dans le rapport final.

### **Tâche 3 : Évaluation technique pour la nouvelle ligne ferroviaire.**

Le contractant déterminera les conditions pour la conception, le développement, la construction, l'exploitation, et l'entretien de la nouvelle ligne ferroviaire entre Bamako et la frontière du sud-est du mali avec la Côte d'Ivoire. Cette information sera employée par le bénéficiaire pour développer des demandes détaillées des propositions pour des offres de construction et d'opérateur.

Le contractant :

- a) recommander le meilleur alignement d'itinéraire pour le nouveau lien ferroviaire proposé ;

- b) estimer les conditions de voie et fournir à une conception ferroviaire préliminaire pour l'alignement recommandé d'itinéraire des estimations des coûts associées pour des niveaux de variation de service ;
- c) préparer les plans préliminaires d'opération de rail de passager, y compris des coûts estimatifs et des revenus pour une gamme des niveaux du service et des équipements requis pour l'usage de passager ;
- d) déterminer le rapport du chemin de fer avec les autres modes de transport, y compris la proximité et l'accès, aux aéroports et les routes locales et d'autres systèmes de transport rural et recommander les endroits approximatifs de station ;
- e) estimer les matériels de transport et les coûts et l'approvisionnement nécessaires pour des locomotives, des voitures de tourisme, des véhicules d'entretien, des wagons, et tout autre équipement, et pour une période de 20 ans ;
- f) estimer les endroits et les types requis des équipements d'entretien pour des matériels de transport et d'autres conditions opérationnelles comprenant des centres de triage, des ateliers, et des coûts de condition et approximatifs de dégrossissage pour des niveaux de variation de service ;
- g) estimer les conditions de signalisation et de communications avec des coûts approximatifs pour des niveaux de variation de service ; et
- h) Identifier les sources de l'approvisionnement AMERICAINES potentielles pour l'équipement requis identifié dans cette tâche selon les conditions de rapport final identifiées dans la clause I (3) (e) d'annexe II de cet accord de subvention.

Tâche 3 livrable : le contractant fournira un rapport technique qui incorpore entièrement tous les résultats, analyses et recommandations dérivés du travail effectué sous la tâche 3. Le livrable de la tâche 3 sera inclus dans le rapport final.

#### **Tâche 4 : Étude technique pour le chemin de fer existant.**

Le contractant achèvera une étude technique qui recommandera des mises à niveau du chemin de fer existant entre Bamako au Mali et Dakar au Sénégal pour adapter au trafic additionnel résultant de l'exécution du projet. L'entrepreneur effectuera cette analyse utilisant une combinaison des disques et les rapports existants, les discussions avec Transrail et les ministères compétents, et les inspections physiques des sections témoin du chemin de fer existant au Mali et au Sénégal identifiés dans la coordination avec Transrail et le bénéficiaire. L'entrepreneur devra :

- a) déterminer l'ampleur des mises à niveau ferroviaires nécessaires, des matériels de transport additionnels, et des bâtiments additionnels et des conditions d'équipements ;
- b) Fournir une évaluation des coûts pour les mises à niveau identifiées dans cette tâche ; et
- c) Identifier les sources de l'approvisionnement AMERICAINES potentielles pour l'équipement requis identifié dans cette tâche selon les conditions de rapport final identifiées dans la clause I (3) (e) d'annexe II de cet accord de subvention.

Tâche 4 livrable : L'entrepreneur fournira une étude technique qui incorpore entièrement tous les résultats, analyse et recommandations dérivés du travail effectué sous la tâche 4. Le livrable de la tâche 4 sera inclus dans le rapport final.

### **Tâche 5 : Analyse économique et financière.**

Le contractant utilisera les informations qui sont produites dans les tâches à 2-4 et aux données sous cette tâche 5 pour faire des projections financières et une analyse du projet. Le contractant doit :

- a) développer un modèle financier préliminaire détaillé, et effectuera une analyse de sensibilité selon certains facteurs clés tels que les coûts du projet, la période de construction, les frais d'exploitation, volumes, l'acquisition du matériel de roulement, les tarifs de passager, de fret, entre autres ;
- b) estimer les dépenses et recettes selon des hypothèses basse, et élevée de l'exploitation;
- c) mener des négociations avec des potentiels partenaires et l'inclure dans le modèle financier ;
- d) s'entretenir avec la Banque Mondiale, la Banque Africaine de Développement, La CEDEAO, US-Ex-Im banque, Overseas investissement corporation privé (OPIC) et d'autres sources de financement pour des projets des chemins de fer, pour proposer des options de financement, notamment le partenariat Public Privé;
- e) déterminer le montage financier et le plan de financement pour le projet ; Faire des recommandations sur la structure de financement optimale;
- f) évaluer l'impact économique pour les pays bénéficiaires et l'éventuel opérateur privé de la concession;
- g) élaborer une analyse financière détaillée au moyen des résultats et données des tâches précédentes.

Tâche 5 - livrable : Le contractant fournira une analyse économique et financière qui contient complètement tous les résultats, l'analyse et les recommandations qui sont dérivées du travail qui est effectué sous la tâche 5. Le livrable de la tâche 5 compris dans le rapport final.

### **Tâche 6 : Structure et mise en œuvre du projet**

Le contractant passera en revue les normes et les thèmes légaux concernant le projet afin de recommander un ou plusieurs structures probables de projet. Le contractant identifiera les opérateurs et les investisseurs ferroviaires potentiels, et développe un guide d'exécution de projet. Le contractant devra :

- a) passer en revue les structures légales existantes et le cadre de normalisation, et les aspects affectant la propriété de projet ;
- b) analyser le potentiel pour l'investissement de public et la propriété de l'infrastructure ferroviaire, de la vente potentielle à un ou plusieurs concessions d'opération, et du potentiel pour l'investissement d'opérateur dans les matériels de transport et tout autre équipement ;

c) faire les recommandations pour la structure optimale de projet (propriété, financières, et légales) ;

d) Identifier et décrire les opérateurs potentiels pour le projet qui sont :

- i. expérimenté dans l'opération du projet ;
- ii. financièrement capables pour investir dans les opérations commerciales, les matériels de transport, les bâtiments associés, du marketing et du personnel et ;
- iii. intéressés dans l'investissement dans le projet.

**Tâche 6 livrable :** Le contractant développera un guide d'exécution de projet qui servira de guide aux dépositaires de projet dans la structure de propriété, le processus de concession, et les moyens recommandés d'obtenir le financement et l'investissement pour l'exécution de projet. Le livrable de la tâche 6 incorporera entièrement tous les résultats, analyse et recommandations dérivés du travail effectué sous la tâche 6. Le livrable de la tâche 6 sera inclus dans le rapport final.

**Tâche 7 : Analyse des impacts principaux de développement dans les pays bénéficiaires.**

Le contractant discutera des impacts de développement du projet en tenant compte des critères établis par l'USTDA. Il fera un rapport synthétique sur l'impact de l'infrastructure ferroviaire dans les pays bénéficiaires. Ce rapport inclura un état de l'évolution de nouveaux trafics de marchandises transportées dans les pays bénéficiaires, ainsi que dans ceux qui sont non bénéficiaires, mais qui tirent profit de l'infrastructure. Il spécifiera toute augmentation du trafic de passagers.

**Réforme orientée vers le marché :** Le contractant fournira une description de l'environnement juridique et des changements institutionnels qui pourraient avoir un effet sur le développement du projet.

**Transfert de technologie et perfectionnement :** Le contractant fournira une description de toutes les technologies de pointe qui seraient utilisées dans la réalisation du projet.

**Autre :** Le contractant fera la référence aux gains directs du revenu des gouvernements de pays d'accueil qui pourraient résulter des honoraires concessionnaires tels que les redevances, le bail de l'infrastructure de rail de propriété de l'Etat, les impôts, et autres produits générés par le projet. L'analyse du contractant considérera également et décrira tous les avantages de développement additionnels qui peuvent résulter de l'exécution de projet, y compris l'avantage supplémentaire et les effets de démonstration.

**Tâche 8 : Évaluation préliminaire des incidences sur l'environnement.**

Le contractant préparera une évaluation des incidences sur l'environnement préliminaire qui identifie tous les impacts négatifs et positifs potentiels résultant du projet. Cette évaluation inclura la référence aux conditions locales et aux conditions des organismes de crédit multilatéraux, tels que la banque mondiale, la banque pour le développement africain, et d'autres financiers potentiels de projet. Le contractant émettra des recommandations pour

atténuer toutes les incidences sur l'environnement potentiellement négatives. Le contractant mettra en relief également toutes les contraintes à signaler dans les futures évaluations des incidences sur l'environnement qui seraient entreprises par le consortium choisi pour la construction ou toute autre entité chargée de la mise en œuvre. Dans cette évaluation des incidences sur l'environnement préliminaire, le contractant devra :

- a) analyser les conclusions de l'incidence sur l'environnement du programme-cadre de la CEDEAO ;
- b) Indiquer les possibilités de réinstallation des populations locales adapter au projet ;
- c) Identifier les incidences positives et négatives potentielles sur l'environnement incluant notamment des incidences sur l'environnement typiquement liées aux projets ferroviaires semblables ;
- d) Proposer les mesures visant à atténuer toutes les incidences négatives prévues sur l'environnement et d'identifier celles qui ne peuvent pas être atténuées.

Tâche 8 livrable : Le contractant préparera une évaluation des incidences sur l'environnement préliminaire pour le projet. Le livrable de la tâche 8 sera inclus dans le rapport final.

#### **Tâche 9 : Rapport final.**

Le contractant préparera et livrera aux bénéficiaires, à l'USTDA, et aux ambassades des États-Unis au Mali, au Sénégal, et Burkina Faso un rapport final substantif et complet de tout le travail exécuté sous ses compétences (« rapport final »). Le rapport final sera organisé selon les tâches ci-dessus, et inclura toutes les prestations fournies et documents qui ont été fournis aux bénéficiaires. Le rapport final sera établi selon la clause I de l'annexe II de l'accord de subvention. Le contractant fournira la liste des structures rencontrées en indiquant leurs adresses. Cette liste sera incluse dans le rapport final. Tous les rapports intermédiaires seront en anglais et français et la copie du rapport final sera fournie en anglais et en français.

Notes :

- 1) le contractant est responsable de la conformité aux conditions d'autorisation d'exportation des États-Unis, si c'est approprié, dans l'exécution des compétences ;
- 2) le contractant et les bénéficiaires s'assureront que la version publique du rapport final ne contient aucune sécurité ou information confidentielle ;
- 3) les bénéficiaires et l'USTDA auront un droit irrévocable, international de redevance-libre non-exclusive à utiliser-et distribuer le rapport final et tout produit de travail issue de l'exécution des termes de référence.

## Annexe II

### Dispositions contractuelles obligatoires de l'USTDA

#### A. Contrôle des dispositions obligatoires par l'USTDA

Les parties faisant l'objet du présent contrat reconnaissent qu'il est en partie financé par l'U.S. Trade and Development Agency (« l'USTDA »), dans le cadre de l'accord de subvention passé entre le gouvernement des États-Unis d'Amérique, agissant par l'intermédiaire de l'U.S. Trade and Development Agency (« l'USTDA ») et l'Union Economique et Monétaire Ouest Africaine (UEMOA) (« le client ») en date du \_\_\_\_\_ (« accord de subvention »). Le client a choisi \_\_\_\_\_ (« le contractant ») pour la conduite d'une étude de faisabilité (« l'étude ») du projet de l'Interconnexion des Réseaux Ferroviaires au Mali, Sénégal et Burkina Faso (« pays bénéficiaires »). Quelles que soient les autres acquisitions du présent contrat, les dispositions obligatoires de l'USTDA prévaudront. Tous les contrats de sous-traitance passés par le contractant et qui sont totalement ou partiellement financés par la subvention de l'USTDA devront inclure les dispositions obligatoires, à l'exception des dispositions B(1), G, H, I et J. En outre, en cas de différences entre l'accord de subvention et tout contrat ou contrat de sous-traitance financé par l'accord de subvention, ce dernier prévaudra.

#### B. La USTDA en tant que financier

##### (1) Approbation du contrat par l'USTDA

Tous les contrats financés dans le cadre de l'accord de subvention et tous ses amendements, y compris les affectations et changements au cadre de référence, devront être approuvés par écrit par l'USTDA afin d'être valides en ce qui concerne le paiement sur les fonds de la subvention USTDA. L'USTDA n'autorisera aucun paiement sur les fonds de la subvention avant d'avoir officiellement approuvé un contrat ou avant que les modifications requises par l'USTDA au cours de l'évaluation de contrat aient été apportées.

##### (2) L'USTDA n'est pas l'une des parties du contrat

Il est entendu par les parties que l'USTDA se réserve certains droits tels que, entre autres, le droit d'approuver les termes du contrat et de tout amendement à celui-ci, y compris les affectations, la sélection de tous les contractants, le cadre de référence, le rapport final et tous autres documents relatifs à tout contrat financé dans le cadre de l'accord de subvention. En outre, les parties intéressées comprennent et acceptent qu'en réservant certains ou la totalité des droits d'approbation susmentionnés, l'USTDA agira exclusivement à titre d'entité financière, afin d'assurer l'usage correct des fonds du gouvernement des États-Unis et que toute décision de sa part d'exercer ou non ces droits d'approbation, sera prise en tant qu'entité financière dans le cadre du financement de l'assistance technique et ne saurait en aucun cas être interprétée comme faisant de l'USTDA une des parties du contrat. Les parties intéressées comprennent et acceptent que l'USTDA puisse, de temps à autre, exercer les droits d'approbation susmentionnés ou discuter de sujets concernant ces droits et le projet avec les parties incluses dans le contrat ou tout contrat de sous-traitance communément ou séparément, sans pour autant engager sa responsabilité envers ces parties. Toute approbation ou refus de la part de l'USTDA ne saurait en aucun cas empêcher le client

obligatoires de l'USTDA ci-incluses, il devra, à la demande de l'USTDA, lui rembourser la somme appropriée.

(ii) Paiement pour l'exécution des principales phases du contrat :

« Le contractant a exécuté les travaux décrits dans cette facture conformément aux termes de son contrat avec le client et il est habilité à recevoir les paiements y afférents. Si le contractant ne s'est pas conformé aux termes et conditions du contrat, y compris les dispositions obligatoires de l'USTDA ci-incluses, il devra, à la demande de l'USTDA, lui rembourser la somme appropriée. »

(iii) Versement final :

« Le contractant a exécuté les travaux décrits dans cette facture conformément aux termes de son contrat avec le client et il est habilité à recevoir les paiements y afférents. En particulier, le contractant a remis le rapport final au client, comme l'exige le contrat et a reçu l'approbation du client pour le rapport final. Si le contractant ne s'est pas conformé aux termes et conditions du contrat, y compris les dispositions obligatoires de l'USTDA ci-incluses, il devra, à la demande de l'USTDA, lui rembourser la somme appropriée. »

**(b) Approbation de la facture du contractant par le client**

(i) La facture pour un paiement anticipé doit être approuvée par écrit par le client.

(ii) En ce qui concerne les paiements pour les principales phases du contrat, la certification du client ci-dessous devra être jointe à la facture ou fournie séparément :

« Les services pour lesquels un paiement est demandé ont été fournis de manière satisfaisante, conformément aux clauses et termes applicables du contrat et aux dispositions de l'accord de subvention USTDA. »

(iii) En ce qui concerne le paiement final, la certification du client ci-dessous devra être jointe à la facture ou fournie séparément :

« Les services pour lesquels un paiement est demandé ont été fournis de manière satisfaisante, conformément aux clauses et termes applicables du contrat et aux dispositions de l'accord de subvention USTDA. Le rapport final soumis par le contractant a été examiné et approuvé par le client. »

**(c) Adresse de l'USTDA pour les demandes de paiement**

Les demandes de paiement devront être soumises par courrier ou messagerie, à l'attention du service financier de l'USTDA, à l'adresse indiquée dans la clause M ci-après.

## **I. Modifications**

Tout changement, modification, affectation ou amendement à ce contrat, ainsi qu'à ses annexes ne devra être apporté qu'après accord mutuel des parties intéressées, sous réserve de l'approbation de l'USTDA.

## **J. Calendrier du projet**

### **(1) Date d'achèvement de l'étude**

La date d'achèvement de l'étude, qui est le 1<sup>er</sup>, 2011 est celle à laquelle les parties estiment que l'étude aura été achevée.

### **(2) Limite de temps pour le versement des fonds de subvention de l'USTDA**

Sauf sur acceptation de la part de l'USTDA, (a) aucun fonds USTDA ne sera versé dans le cadre du présent accord de subvention pour des biens et services fournis avant la date d'entrée en vigueur de l'accord de subvention et (b) tous les fonds alloués dans le cadre de l'accord de subvention devront être versés dans un délai de quatre (4) ans, à compter de la date d'entrée en vigueur de l'accord de subvention.

## **K. Pratiques commerciales**

Le contractant convient de ne pas payer, promettre de payer ou autoriser le paiement direct ou indirect en espèces ou en nature à toute personne (qu'il s'agisse d'un officiel du gouvernement ou d'un particulier) dans le but d'inciter illégalement ou abusivement quiconque à agir favorablement au sujet de l'assistance technique. Le client convient de refuser tout paiement de cette nature. Le contractant et le client conviennent mutuellement que tout représentant ou agent engagé pour agir en leur nom dans le cadre de l'assistance technique devra se conformer aux exigences énoncées dans ce paragraphe et à toutes les lois s'appliquant aux activités et obligations de chacune des parties concernées par ce contrat, y compris, mais sans y être limité, les lois et obligations concernant les paiements abusifs décrits ci-dessus.

## **L. Adresse et informations fiscales de l'USTDA**

Toute correspondance relative à ce contrat devra inclure les informations fiscales suivantes :

The U.S. Trade and Development Agency  
1000 Wilson Boulevard; Suite 1600  
Arlington, VA 22209-3901, USA

Informations fiscales :

No. d'appropriation : 119/101001  
No. d'activité : 2009-11018A  
No. de réservation : 2009110026  
No. de subvention : GH2009110007

### **M. Définitions**

Tous les termes insuffisamment définis ci-dessus auront la signification déterminée dans l'accord de convention.

### **N. Taxes**

Les fonds USTDA alloués dans le cadre de cet accord de subvention ne devront pas être utilisés pour le paiement de taxes, tarifs, redevances, droits ou autres prélèvements imposables selon les lois en vigueur dans les pays bénéficiaires. Ni le bénéficiaire, ni le contractant ne demanderont remboursement à l'USTDA pour ces taxes, tarifs, redevances, droits ou autres prélèvements.

**ANNEX 5**

## Terms of Reference

The *Union Économique et Monétaire Ouest-Africaine*/ West African Economic and Monetary Union (UEMOA) ("Grantee") is seeking a feasibility study to further examine specific recommendations of the recently completed Economic Community of West African States (ECOWAS) Master Plan which recommends the construction of 17 new railway links in West Africa. Specifically, the purpose of this feasibility study is to assist the Grantee in determining the technical and economic viability of developing a proposed rail line from Bamako, Mali to Mali's southeastern border with Côte d'Ivoire, and making recommendations for the upgrade of the existing railway from Bamako, Mali to Dakar, Senegal to which the new rail line would be linked, as well as its associated costs, design and construction criteria, and implementation plan (the proposed Regional Rail Integration Project, hereafter the "Project"). The Grantee's goal for this rail line is to interconnect two existing railways: the Transrail system which runs from Dakar, Senegal to Bamako, Mali, and the Sitarail system running from Ouagadougou, Burkina Faso to Abidjan, Côte d'Ivoire. The development of this rail line is one of the highest priorities identified by the ECOWAS Master Plan and, if implemented, this interconnection would enable more efficient freight and passenger transportation and more reliable port access for goods coming into and out of the landlocked UEMOA countries.

Due to funding restrictions set forth by Section 608 of the Foreign Assistance Act these terms of reference (TOR) do not include any tasks for work to be conducted for the benefit of or in Côte d'Ivoire. USTDA funds for this Study shall only cover work performed for the benefit of Mali, Burkina Faso, and Senegal.

### **Task 1: Review and Data Gathering**

The Contractor shall review and evaluate existing rail infrastructure in Mali and Senegal, and gather all relevant data to perform the Study. The Grantee shall provide the Contractor, at a minimum, with the ECOWAS Master Plan, relevant legislative and policy documents, and any relevant market data in the Grantee's possession. The Contractor shall also obtain background information from other sources as necessary.

- a) The Contractor shall gather relevant information pertaining to the Study from the Grantee, the World Bank, ECOWAS, the Governments of Mali, Senegal, and Burkina Faso, Sitarail, Transrail and other relevant sources. The Contractor shall gather data that includes economic growth forecasts, regional rail network data, import/export data, passenger forecasts, and rail usage and maintenance records (where available).
- b) The Contractor shall review the ECOWAS Master Plan with a focus on the sections related to this Project and analyze this information as it relates to the Project and planned site visits. The Contractor's research shall give particular emphasis to the Master Plan's recommendation of standard versus metric gauge for the proposed Project, and the financial and technological implications of this recommendation on the Project.
- c) The Contractor shall meet with the Grantee in Burkina Faso to discuss the Contractor's initial findings and Work Plan for carrying out the Study.

Task 1 Deliverable: The Contractor shall provide a written Work Plan for carrying out the Study and a Technical Report which fully incorporates all findings, analysis and recommendations derived from work performed under Task 1. The Task 1 Deliverable shall be included in the Final Report.

### **Task 2: Detailed Market Study**

The Contractor shall conduct a detailed Market Study including a review of the current and forecasted freight traffic eligible for rail usage, including origin/destination and import/ export data that might impact the proposed railway's freight volume. The Contractor shall:

- a) Meet with cargo shippers, passenger rail operators and major railway users in Senegal, Mali, and Burkina Faso, and communicate with cargo shippers, passenger rail operators and major railway users in Niger to assess usage potential;
- b) Identify the passenger traffic, goods and cargo which would be positively or adversely affected by the Project;
- c) Identify the existing modes of transportation for goods within the Host Countries and carriers serving the target region including maritime, trucking, and rail organizations and competing methods of cargo management;
- d) Determine volume and usage projections, origin-destination information for key shipping lines and freight forwarders related to the Project;
- e) Determine and compare costs and other charges for shipment using the modes of transportation previously identified in this Task; and
- f) Compile this Market Study data and information into two (2) demand matrices:
  - i. cargo and goods shipment including Origin/Destination data and;
  - ii. passenger usage data, to aid in the assessment of potential demand analysis for the new railway link to be examined in subsequent Tasks of this Study.

Task 2 Deliverable: The Contractor shall provide a detailed Market Study which fully incorporates all findings, analysis and recommendations derived from work performed under Task 2. The Task 2 Deliverable shall be included in the Final Report.

### **Task 3: Technical Assessment for New Railway Link**

The Contractor shall determine the requirements for the design, development, construction, operation, and maintenance of the new railway link between Bamako, Mali, and Mali's southeastern border with Côte d'Ivoire. This information will be used by the Grantee to develop detailed Requests for Proposals for construction and operator bids. The Contractor shall:

- a) Recommend the best route alignment for the proposed new railway link;

- b) Estimate track requirements and provide a preliminary railway design for the recommended route alignment with associated cost estimates for varying levels of service;
- c) Prepare preliminary passenger rail operating plans, including estimated costs and revenues for a range of levels of service and required facilities for passenger use;
- d) Make recommendations on the gauge of the new railway link in consultation with the Grantee. The Contractor's analysis shall include a summary cost/benefit analysis of standard versus metric gauge including each gauge's effect on the movement of goods. Where necessary, the Contractor shall propose appropriate methods of transloading cargo or employing adaptable rolling stock;
- e) Determine the railway's relationship, including proximity and access, to local airports and highways and other rural transportation systems and recommend approximate station locations;
- f) Estimate the needed rolling stock and costs and sourcing for locomotives, passenger cars, maintenance vehicles, freight cars, and other equipment, and over a period of 20 years;
- g) Estimate the required locations and types of maintenance facilities for rolling stock and other operational requirements including marshalling yards, workshops, and siding requirements and approximate costs for varying levels of service;
- h) Estimate signaling and communications requirements with approximate costs for varying levels of service; and
- i) Identify potential U.S. sources of supply for the required equipment identified in this Task in accordance with the Final Report requirements identified in Clause I(3)(e) of Annex II to this Grant Agreement.

Task 3 Deliverable: The Contractor shall provide a Technical Report which fully incorporates all findings, analysis and recommendations derived from work performed under Task 3. The Task 3 Deliverable shall be included in the Final Report.

#### **Task 4: Technical Study for Existing Railway**

The Contractor shall complete a Technical Study which shall recommend upgrades to the existing railway between Bamako, Mali and Dakar, Senegal to accommodate additional traffic resulting from the implementation of the Project. The Contractor shall carry out this analysis using a combination of existing records and reports, discussions with Transrail and the relevant Ministries, and physical inspections of sample sections of the existing railway in Mali and Senegal identified in coordination with Transrail and the Grantee. The Contractor shall:

- a) Determine the extent of needed railway upgrades, additional rolling stock, and additional buildings and facilities requirements;

- b) Provide an estimate of costs for the upgrades identified in this Task; and
- c) Identify potential U.S. sources of supply for the required equipment identified in this Task in accordance with the Final Report requirements identified in Clause I(3)(e) of Annex II to this Grant Agreement.

Task 4 Deliverable: The Contractor shall provide a Technical Study which fully incorporates all findings, analysis and recommendations derived from work performed under Task 4. The Task 4 Deliverable shall be included in the Final Report.

#### **Task 5: Financial and Economic Analysis**

The Contractor shall utilize the information provided in Tasks 2-4 and the data generated under this Task 5 to develop financial projections and analysis of the Project. The Contractor shall:

- a) Develop a detailed preliminary financial model from which the Contractor shall generate a sensitivity analysis according to several key factors including Project costs, construction period, operation costs, volume, phased purchase of rolling stock, cost of financing, freight and passenger tariffs, among others;
- b) Estimate total revenues and expenses for low, medium, and high levels of estimated use;
- c) Conduct discussions with potential lenders and incorporate into the financial model: debt modules and terms including Debt Service Coverage Ratios and Return on Capital for the Project;
- d) Confer with World Bank, African Development Bank, ECOWAS, US Ex-Im Bank, the Overseas Private Investment Corporation (OPIC), and other debt financing sources, as well as sources of equity investment for railway projects, to determine the financing options, including potential public-private partnerships;
- e) Determine the financing structure and financing plan suitable for the Project based on financial model results. Make recommendations on the optimal financing structure and plan;
- f) Assess the economic impact to the governments of the Host Countries and to the private concession operator from income attributed to the Project; and
- g) Provide a detailed financial analysis using the data and work product of the preceding tasks and sub-tasks.

Task 5 Deliverable: The Contractor's deliverable shall be a Financial and Economic Analysis which fully incorporates all findings, analysis and recommendations derived from work performed under Task 5. The Task 5 Deliverable shall be included in the Final Report.

#### **Task 6: Project Structure and Implementation**

The Contractor shall review the regulatory and legal issues relevant to the Project in order to recommend one or more probable Project structures. The Contractor shall identify potential railway operators and investors, and develop a Project Implementation Guide. The Contractor shall:

- a) Review the existing legal structures and regulatory framework, and issues affecting Project ownership;
- b) Analyze the potential for government investment and ownership of the railway infrastructure, the potential sale of one or more operating concessions, and the potential for operator investment in rolling stock and other equipment;
- c) Make recommendations for the optimal Project structure (ownership, financial, and legal);
- d) Identify and describe potential carriers and operators for the Project that are:
  - i. Suitable for the operation of the Project;
  - ii. Financially capable to invest in the commercial operations, inclusive of rolling stock, associated buildings, marketing and staff; and
  - iii. Interested in investing in the Project.

**Task 6 Deliverable:** The Contractor shall develop a Project Implementation Guide which will serve as a guide for the Project stakeholders in the recommended ownership structure, concession process, and means of obtaining donor financing and investment for Project implementation. The Task 6 Deliverable shall fully incorporate all findings, analysis and recommendations derived from work performed under Task 6. The Task 6 Deliverable shall be included in the Final Report.

#### **Task 7: Analysis of Key Host Country Development Impacts**

The Contractor shall discuss the anticipated developmental impacts of the Project with reference to USTDA's Developmental Impact guidelines:

*Infrastructure Development:* The Contractor shall provide a statement on the infrastructure impact in the Host Countries, giving a brief synopsis. This statement shall include an estimate of new volumes of transported goods into and out of the Host Countries, increase in passenger flows, and a statement on the indirect infrastructure benefits such as those related to road maintenance.

*Market- Oriented Reform:* The Contractor shall provide a description of new or pending regulations, laws, or institutional changes and the effect they will likely have on the development of the Project.

*Technology Transfer and Productivity Enhancement:* The Contractor shall provide a description of any advanced technologies that would be utilized as a result of the Project.

*Other:* The Contractor shall make reference to the Host Country governments' direct revenue gains which could arise from concessionary fees such as royalties, lease of government owned rail infrastructure, taxes, and other Project generated income. The Contractor's analysis shall also consider and describe any additional developmental benefits that may result from the Project's implementation, including spin-off and demonstration effects.

#### **Task 8: Preliminary Environmental Impact Assessment**

The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank, African Development Bank, and other potential Project financiers. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts. The Contractor shall highlight any issues to be addressed in future Environmental Impact Assessments which would be undertaken by the selected construction consortium or other implementing entity in the future. The Contractor shall also make reference to the local requirements for environmental impact assessments. In this Preliminary Environmental Impact Assessment, the Contractor shall:

- a) Discuss the environmental impact finding of the ECOWAS Master Plan;
- b) Indicate the potential for resettlement of indigenous peoples to accommodate the Project;
- c) Identify potential positive and negative environmental impacts including with reference to environmental impacts typically associated with similar railway projects.
- d) Propose measures to mitigate any anticipated negative environmental impacts and identify any negative impacts which cannot be mitigated.

Task 8 Deliverable: The Contractor shall prepare a Preliminary Environmental Impact Assessment for Project. The Task 8 Deliverable shall be included in the Final Report.

#### **Task 9: Final Report**

The Contractor shall deliver a Draft Final Report to the Grantee for the Grantee's review and comment. Following this consultation with the Grantee, the Contractor shall prepare and deliver to the Grantee, USTDA, and the U.S. Embassies in Mali, Senegal, and Burkina Faso a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report") which incorporates the Grantee's comments and revisions from the Draft Final Report. The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

The Contractor shall be responsible for providing a Key Contacts List indicating all contacts made during the course of this Study. This Key Contacts List shall be included in the Final Report.

All interim reports will be in English and copy of the Final Report will be provided in both English and French.

Notes:

- 1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- 2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- 3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

**ANNEX 6**

## COMPANY INFORMATION

### A. Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (\*) next to the names of those principal officers who will be involved in the Feasibility Study.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number .

**B. Offeror's Authorized Negotiator**

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

**C. Negotiation Prerequisites**

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
  
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

**D. Offeror's Representations**

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_ . The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of \_\_\_\_\_ .
  
2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them

for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

Signed: \_\_\_\_\_  
(Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_