



World Organisation for Animal Health

Founded as OIE

Call for Expression of Interest

Title	Consultant to Support the Drafting of Veterinary Legislation in Kazakhstan
Type of contract	Consultancy contract
Location	At distance
Expected starting date	Fall 2022
Expected working days	60 days
Expected duration	1 year and a half for each of the tranches (firm tranche and conditional tranche)
CFEOI launching date	1st September 2022
Submission deadline	1st October 2022



1. CONTEXT

1.1 BACKGROUND

The World Organisation for Animal Health (WOAH), whose statutory name is “Office International des Epizooties”, was created on the 25th of January 1924. Its headquarters is based in Paris. It comprises 182 Members and is present on all continents through 13 Representations or Bureaus in total ([Home - WOA - World Organisation for Animal Health](#)).

WOAH an intergovernmental organisation subject to public international law. It is responsible for improving animal health worldwide. The standards it develops for the trade of live animals and products of animal origin are recognised by the World Trade Organization as reference international sanitary rules – and are contained within the *Terrestrial Animal Health* and *Aquatic Animal Health* Codes.

In furtherance of its mandate, the WOAH notably assists Members in improving their Veterinary Services (VS) by employing a set of tools and programmes, collectively referred to as the [Performance of Veterinary Services \(PVS\) Pathway](#).

The [Veterinary Legislation Support Programme \(VLSP\)](#) is one component of the PVS Pathway and is designed to help countries update, modernise, and harmonise their national veterinary legislation with WOAH standards for legislation as presented in Chapter 3.4 of the [WOAH Terrestrial Animal Health Code](#). Specifically, The VLSP seeks to strengthen the legal basis of the Veterinary Services and other Competent Authorities to meet current and future challenges such as the growing global demand for foods of animal origin, increased participation in world trade, shifting patterns of disease associated with climate change, emergence and re-emergence of diseases that can rapidly spread across international borders and increased risks of bioterrorism. National veterinary legislation includes, inter alia, legislation related to epidemio-surveillance; early detection and reporting of animal and zoonotic diseases; rapid response to and prevention and control of animal disease and food safety emergencies; animal product food safety; the welfare of animals; and the relevant certification of animals and animal products for export.

The VLSP operates in two stages: the first is the **Veterinary Legislation Identification Mission (VLIM)**, in which WOAH experts assess the country’s national veterinary legislation to obtain a detailed picture of the legislation’s strengths and weaknesses. If the experts of the VLIM determine that the country has sufficient political will and the human and financial resources, the country may continue to the second stage of the VLSP by signing a **Veterinary Legislation Agreement** with the WOAH, in which VLSP expert(s) support the country in strengthening its veterinary legislation based on the findings of the VLIM.

Typically, VLSP Agreements consist of: i) a **Preparatory Phase** (up to 6 months) in which the VLSP expert(s) and the country set achievable objectives for legislation reform as well as a Legal Working Group (LWG), comprised of country government officials and relevant stakeholders; and ii) an **Implementation Phase** in which the VLSP expert(s) and LWG work together to achieve the agreed objectives. This phase lasts one year (initial term) with the possibility of extending on to a second term (of 3 to 12 months).

1.2 PURPOSE

Kazakhstan requested to participate in the VLSP in February 2011 and completed a VLIM, the first stage of the VLSP, in December 2011. Kazakhstan formally requested an Agreement in November 2019 and completed the Preparatory Phase of the Agreement in July 2021.

During the Preparatory Phase, Kazakhstan established several objectives to be achieved over the course of the Agreement term, including the reviewing of existing legislation and development of draft amendments to certain acts, as well as development of new legislation. In achieving these objectives, the country will engage and consult with external parties.



2. DUTIES AND RESPONSIBILITIES

2.1 OBJECTIVES OF THE ASSIGNMENT AND SCOPE OF WORK

The VLSP Agreement objectives are divided among the different months of the one-year initial term, with a final report (by the VLSP expert) and an evaluation (by the country) at the completion of this term on the objectives' success. As the whole process takes more than one year (notably to finalise the report), the firm tranche of work expected from the consultant corresponds to a maximum of 1 year and a half (see part 2.2).

The expectation is that the Agreement will achieve the objectives identified. However, if these objectives are not met, the initial one-year VLSP Agreement may be extended on to a second term (of 3 to 12 months) and the scope of the consultant work may be extended accordingly to a conditional tranche of a maximum of 1 year and a half (see part 2.3).

Specifically, the chosen legal consultant will be responsible, in both tranches, for the following:

- Liaison between the LWG members (including the WOAHA Delegate of Kazakhstan and the designated National Project Officer responsible for the implementation of the Agreement in the country), the VLSP expert and WOAHA (VLSP managers at Headquarters and Sub-Regional Representation for Central Asia in Kazakhstan)
- Legal support
- Translations/Interpretations
- Overall administrative support



2.2 EXPECTED SERVICES AND OUTPUTS (FIRM TRANCHE)

Services to be carried out	Deadline (prov.)	Days of work (prov.)
<p>Service 1: Liaison between the LWG, the VLSP expert and WOAHA</p> <ul style="list-style-type: none"> - Assist with mobilisation of the LWG, including regularly checking in and videoconferences - Regularly report to and meet via videoconferences with the VLSP expert to update on discussions and progress of the LWG - Communicate respective concerns between the different interlocutors (LWG, VLSP expert, WOAHA) as necessary, particularly in the event of any concerns by the LWG about proposed legislation provisions - Advise the VLSP expert on local and contextual situation of country - Ask support to the Sub-Regional Representation for Central Asia as necessary - Support the validation process of the VLSP expert's final report 		
<p>Service 2: Legal support</p> <ul style="list-style-type: none"> - Assist the VLSP expert in understanding the structure of Kazakhstan's (Veterinary/Animal Health) legislation and legislative drafting conventions - Advise the LWG with their legal drafting activities, including periodic review of the draft legislation being produced by the LWG - Provide assistance and promote consensus in the drafting of legislation provisions that accommodate LWG concerns while incorporating suggestions from the VLSP expert relative to WOAHA standards - Conduct legal research and analysis, if needed, on legislation in Kazakhstan and the Central Asia region, and international standards related to project objectives, including writing of advisory memos to the LWG and VLSP expert 	Throughout the firm tranche period	60
<p>Service 3: Translations/Interpretations</p> <ul style="list-style-type: none"> - Provide Kazakh, Russian and English interpretations and translations for the VLSP expert, VLSP managers and LWG as needed, particularly with regard to the drafting of a Decree (approx. 50 pages) and videoconferences 		
<p>Service 4: Overall administrative support</p> <ul style="list-style-type: none"> - Assist with organisation of stakeholder meetings and meetings with other necessary parties, including other ministries - Assist with overall maintenance of project momentum and progress, including communication with the VLSP expert and WOAHA of any foreseen or unforeseen delays, as well as encouraging the LWG to remain engaged to ensure that the benchmarks are met on schedule 		

The translations related to the drafting of a Decree will correspond to outputs reflecting the overall progress of the abovementioned services.

For this firm tranche, bidders must complete the financial offer (Annex 1) with a global cost and corresponding cost per quarter (6 quarters).



2.3 CONDITIONAL TRANCHE

If the initial one-year VLSP Agreement is extended on to a second term (of 3 to 12 months), and should budget permit it, the scope of work may be extended to a conditional tranche.

However, WOAHA, at its sole discretion, will decide to implement the conditional tranche which will be notified to the consultant under conditions specified in the Contract.

The consultant shall be committed to the execution of the firm and conditional tranches.

Should this conditional tranche be carried out, WOAHA would expect the selected consultant to work from one additional day, up to 60 additional days, under the same terms and conditions.

For this conditional tranche, bidders must complete the financial offer (Annex 1) with a cost of a daily rate.

2.4 PROCUREMENT BUDGET

Bidders are invited to propose the financial offer they deem most economically appropriate.

The financial offer must not exceed **EUR 12 000** for the firm tranche (global cost).

The expected daily consultant professional fee rate should not exceed **EUR 200**.

3. QUALIFICATIONS AND EXPERIENCE

Qualifications:

- Attorney licensed to practice in Kazakhstan, with law degree or equivalent or a veterinarian – with at least 5 years' experience in working with the drafting of legislation or regulations involving animal health or production (*required*).

Language skills:

- Fluency and professional working knowledge in Kazakh, Russian and English (*required*)

Knowledge, experience and competencies:

- 5 years professional working experience as a lawyer or veterinarian on issues related to international trade, animal health, agriculture or related relevant subject (*required*)
- Experience working with and general knowledge of the functioning of the Kazakhstan government (*desired*)
- Knowledge of international law related to the World Trade Organization *Sanitary and Phytosanitary (SPS) Agreement* and standards related to animal disease control, trade in animals and animal products, and food safety, including those contained in WOAHA *Terrestrial Animal Health Code* and Food and Agriculture Organisation *Codex Alimentarius* (*desired*)
- Legislative drafting competency and advanced knowledge of legal drafting principles, ideally within the agricultural sector (*desired*)

Soft skills: (*desired*)

- Strong analytical thinking
- Organisation skills (especially to meet agreed timelines)
- Experience in conducting negotiations and consensus building
- Strong interpersonal and communication skills, ability to work in a multicultural team



4. WORK ARRANGEMENTS

4.1 ORGANISATION OF THE WORK

The consultant, like the VLSP expert, will work entirely remotely, via emails and videoconferences. Should he/she wish to meet with the LWG face-to-face in Nur Sultan, Kazakhstan, he/she would be expected to cover costs related to any travel (notably transport and accommodation) required.

The consultant will work with and regularly report to the VLSP expert and the LWG (including the WOAHS Delegate for Kazakhstan and the National Project Officer). In addition, he/she will be in contact with WOAHS (VLSP managers and WOAHS Sub-regional Representation for Central Asia in Kazakhstan) as necessary.

VLSP managers will monitor the overall progress of the services.

4.2 PAYMENT SCHEDULE

Payments will be scheduled on a quarterly basis, upon receipt of the corresponding undisputed invoice, which should be raised after validation of the outputs by the VLSP managers. The WOAHS will proceed to the payment of undisputed invoices within 45 days of their reception by bank transfer or cheque. The invoice should indicate the activities carried out and the number of working days.

5. STRUCTURE OF THE RESPONSE

Interested bidder(s) are invited to submit an Expression of Interest (EOI) including the following:

- CV providing specific and detailed evidence of the qualifications, knowledge, experience and competencies required and desired (see part 3)
- Cover letter (maximum 2 pages)
- For the first tranche: global cost and corresponding cost per quarter (6 quarters)
- For the conditional tranche: daily rate
- Annex 1 "Financial offer" duly completed and signed
- Annex 2 "Declaration of integrity" duly completed and signed

6. EVALUATION OF PROPOSALS AND AWARD OF THE CONTRACT

WOAHS will proceed to an evaluation of all final proposals according to the criteria described below:

- **Criteria 1: technical criteria (80% of total):**
 - Relevant qualifications (30%)
 - Relevant knowledge, experience, competencies and soft skills (30%)
 - Language skills (40%)
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- **Criteria 2: financial criteria (20% of total):**
 - Global cost of the firm tranche (90%)
 - Daily rate of the conditional tranche (10%)



7. RESPONSE PROCEDURE

WOAH places high value on a multicultural and positive work environment and seeks gender and geographical balance in its international consultants. WOAHA welcomes proposals of all qualified candidates, irrespective of their ethnic origin, gender, opinions or beliefs.

If you are interested in this call for expression of interest, please complete your bid and send it (with all the required documents and information) to c.loi@woah.org.

WOAH, as a data controller, will process the personal data you provide in the bidder for the purposes of identifying a suitable consultant, to support its work.

The data collected will be processed internally for the aforementioned purposes and for the resulting administrative acts, it shall be kept for the duration of the Contract with you and in an intermediate archive for a duration of 10 during the audit period.

You have rights to access and rectify your personal data, as well as to request erasure and obtain data portability under certain circumstances.

To exercise these rights or if you have any questions about the processing of your data, you can contact our data protection officer at dpo@woah.org. For more information check our [Privacy Policy - WOAHA - World Organisation for Animal Health](#).

Should you have any questions, please contact c.loi@woah.org.

To comply with disclosure requirements and enhance transparency, WOAHA shall publish on its [website](#) the following information about the Contract which shall be concluded with the awarded contractor: (i) the nature of the Contract (ii) year of award (iii) name and locality of the consultant; (iv) the title, purpose of the consultant; and (v) the amount of this Agreement. WOAHA will not release or publish information that could reasonably be considered confidential or proprietary.

8. ANNEXES

Annex 1: The financial offer to be returned dully completed and signed

Annex 2: The declaration of integrity to be returned dully completed and signed