



Request for Proposal

THE PROVISION OF CONSULTANCY SERVICE FOR RISK AND CAPACITY ASSESSMENT ON THE ENVIRONMENTAL INVESTMENT FUND OF NAMIBIA IN PARTNERSHIP WITH THE GREEN CLIMATE FUND

Procurement No: SC/RP/EIF-01/2019

Environmental Investment Fund of Namibia (EIF), P O Box 28157, Auas Valley, Windhoek,

Tel: +264 61 431 7700,

Physical Address: 8933 Heinizburg Heights,
c/o Heinizburg & Burg Streets,
Klein Windhoek,
Windhoek, Namibia

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam

Subject: Risk and Capacity Assessment on the Environmental Investment Fund of Namibia in Partnership with the Green Climate Fund.

1. You are hereby invited to submit technical proposals for consultancy services required under: **Risk and Capacity Assessment on the Environmental Investment Fund of Namibia in Partnership with the Green Climate Fund**, which could form the basis for future negotiations and ultimately, a contract between you and the *EIF*.

2. Aim of Consultancy

The Environmental Investment Fund invests in and support projects and activities, which promote the national development strategy of the Government of the Republic of Namibia (GRN). The entity works with different stakeholders including donor communities to implement project activities on the ground. The consultant is expected to carry out the envisaged risk and capacity assessment and produce a report of quality acceptable to both EIF and GCF

3. The following documents are enclosed to enable you to submit your proposal:

- (a) The Terms of Reference (TOR) [Annexure 1];
- (b) Supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
- (c) A sample format of the Service Contract under which the service will be performed [Annexure 3]

4. Any request for clarification should be forwarded in writing to the Environmental Investment Fund of Namibia (EIF), Attention: Joseph Elagon, 8933 Heinizburg Heights, c/o Heinizburg & Burg Streets, Klein Windhoek, Windhoek, and email: JElagon@eif.org.na Tel: +264 61 431 7700. Request for clarifications should be received **07** days prior to the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office: **procurement-policy-unit** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

6. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

7. Submission of Proposals (Hand Delivery or Electronic Delivery)

The proposals from the shortlisted consultants shall be submitted in envelopes, namely Technical proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the Tender box or deliver via email on or before: *Friday, 05 July 2019, EIF Head Office, 1st Floor or JElagon@eif.org.na @ 11H00 AM (Namibian Time)*

8. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

9. Rights of Environmental Investment Fund of Namibia (EIF)

- (a) Please note that the *EIF* is not bound to select any of the consultants submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

10. Duration of Assignment

It is estimated that the minimum duration of the technical assistance will be valid for 30 working days.

11. Validity of Proposal

You are requested to hold your proposal valid for **90 days** from the deadline for submission of proposals during which period you will maintain without change. The *EIF* will make its best efforts to finalize the agreement within this period.

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in **30 days**, you will be expected to take up/commence with the assignment in **One (1) Week** time.

13. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the *EIF* shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

- (a) payments to the Consultant in connection with carrying out this assignment;
- (b) equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and
- (c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

14. Insurance

The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

- 15. The *EIF* would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Joseph Elagon
Procurement officer

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.



Terms of References for Risk and Capacity Assessment on the Environmental Investment Fund of Namibia in Partnership with the Green Climate Fund

1. Purpose

The purpose of this document is to outline the terms of references for the capacity assessment exercise that the Environmental Investment Fund (EIF) intends to perform on itself as well as the expertise required for the same. This assessment is envisaged pursuant to the Green Climate Fund (GCF) conditional approval of EIF most recent project proposal.

2. Background:

2.1. The EIF

EIF is an investment fund, established in terms of the Environmental Investment Fund Act (Act no. 13 of 2001) with the express purpose of raising financial resources for direct investment in environmental protection and natural resource management activities. The EIF pursues this mandate by investing financial resources into:

- (a) the sustainable use and management of natural resources;
- (b) the maintenance of the natural resource base and ecological processes;
- (c) the maintenance of biological diversity and ecosystems; and
- (d) Socio-economic improvements in the use of natural resources for sustainable rural and urban development.

2.2. GCF Accreditation

The EIF, on behalf of the Namibian Government, successfully applied for GCF accreditation in June 2015. EIF resorts under a category of accredited bodies called “direct access entities” which mostly are national institutions (as opposed to multilateral) nominated by national governments. As a result of this accreditation, EIF has become eligible for accessing, managing and disbursing GCF funds. The EIF has since secured GCF Board approval for 4 micro projects, 3 of which are currently at different stages of implementation while the approval of the latest one (the subject of the assessment) is accompanied by a handful of conditions. These conditions are to be met before the Funded Activity Agreement (FAA) – GCF equivalent for grant agreement – becomes effective.

2.3. B. 22 Approval Condition on SAP006 Project

GCF's Board, at its 22nd Meeting (B.22), granted conditional approval to the project under discussion through its Simplified Approval Process (SAP) modality. SAP is a funding modality launched in December 2017 with the view to streamline and accelerate approval of micro projects proposed by direct access entities such as the EIF.

The approval condition alluded to earlier emanate from concerns over EIF's capacity for managing a fourth US\$10 million grant concurrently given the size of EIF while a number of risks areas relating to EIF's financial status and the performance of her experimental loans were raised. These concerns were perceived as serious risks resulting in the GCF Board attaching conditions to the approval of project in question as a risk management strategy. The most pertinent of the conditions requires the EIF to undergo a rigorous risk and capacity assessment exercise. More specifically, the Board decision reads: "Delivery to the Fund of a comprehensive risk and capacity assessment report of the AE ('the Risk and Capacity Assessment') which shall be carried out by an external party, acceptable to the GCF, which shall include:

- (i) an assessment of the financial status of the Accredited Entity;
- (ii) a review of the issues raised by the external auditors on the most recent annual financial statement in relation to the Accredited Entity as a going concern and the potential impact thereof on GCF projects; and
- (iii) a set of detailed recommendations of the additional safeguards, controls and support, if any, required by the Accredited Entity, which are based on the findings of the Risk and Capacity Assessment."

It is in fulfillment of this condition that EIF herewith seeks the services of a suitably qualified external third party to carry out the said assessment.

3. Consultants' Brief

The consultant is expected to carry out the envisaged risk and capacity assessment and produce a report of quality acceptable to both EIF and GCF.

3.1. Specific Tasks

As part of this process s/he is expected to:

- 3.1.1. Undertake a review of available relevant documents, reports, plans, strategies and strategic documents.
- 3.1.2. Review available documents and information on Namibian government's commitment to continually capitalise EIF – environmental taxes, treasury allocation etc.
- 3.1.3. Use acceptable internationally bench-marked tools to assess EIF processes and capacities at least from human resources, collection of skills and expertise, financial management, projects management, risks management perspectives etc.
- 3.1.4. Consult with the National Designated Authority (NDA), Ministry of Finance.
- 3.1.5. Conduct interviews with key EIF staff members especially Chief Executive Officer, Director of Finance and Administration, Director of Operations, Human Resources Head, M&E, Gender and ESS Specialist, Corporate Communications Head, Managers/Coordinators of GCF-funded projects etc. (but not limited to).

- 3.1.6. Conduct interviews with members of the Board of Directors, Risk and Investment Committee and the Technical Advisory Panel, respectively.
- 3.1.7. Undertake consultations with a sample of key stakeholders and experts;
- 3.1.8. Generate and submit to EIF two (2) copies of the Risk and Capacity Assessment report.
- 3.1.9. Present draft finding to EIF Management for the purposes of accuracy checking and fact checking.
- 3.1.10. Incorporate inputs from EIF Management, finalise and submit.

4. Deliverable

- 4.1. A comprehensive Risk and Capacity Assessment report of quality acceptable to both EIF and the GCF.

5. Requirements

- 5.1. Consultancy firms with international experience will enjoy preference.
- 5.2. An advance degree (Masters at minimum) in Organisational/Institutional Development, Development Finance, Economics, Development Studies or related disciplines.
- 5.3. At least 10 years of relevant working experience to be proven with submission of similar assignments completed in the past.
- 5.4. Demonstrated experience with developing similar manuals and guidelines in lending environment.
- 5.5. Demonstrated experience within the sector of multilateral funding in general and climate financing in particular.

6. Level of Effort

- 6.1. 30 working days.

7. Submission Guide

- 7.1. Comprehensive CVs and proof of similar work must be provided.
- 7.2. Bidders are required to include an activity-based budget breakdown.

8. Deadline for Submission

To be announced through a advert/public announcement.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Curriculum Vitae of Consultant (Form F-2).
 - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
 - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
 - (iv) A description of the manner in which the Consultant would plan to execute the work.
 - (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and *one (1) Copies*.

Contract Negotiations

1. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.
2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for *[insert title of assignment]*

I/We _____herewith enclose Technical and Financial Proposals for selection as Consultant for the *[name of public entity]*.

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: _____

FORM F-3

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 5 YEARS**

1. Outline of recent experience on assignments of similar nature:

Sl.No	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

Cost Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (In currency)	Working Months	Total Cost (In currency)
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room Charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses ⁴ :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
Total Estimate:					_____

¹ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

² Reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

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THIS SERVICE CONTRACT entered into this *[date]*, between the *[insert public entity name]* [hereinafter called the "Public Entity"] and *[insert consultants name]* (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the Public Entity has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Consultant represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

2.1 The Consultant shall commence the Services on *[date]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.

2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services, and ending not later than *[insert completion date]*.

ARTICLE III
DUTIES OF THE CONSULTANT

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- (a) Regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
 - (b) Promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The

Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:

- (a) In whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
- (b) Sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII
LIABILITY OF THE CONSULTANT

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII
FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the

existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than *[insert no. of days]* days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than *[insert no. of days]* days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot

be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI
MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by

hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

(i) Governing Law

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of the Republic of Namibia.

IN WITNESS WHEREOF the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English on the date first above written.

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference
Annex 2 - Contract Amount and method of payment