

**REQUEST FOR PROPOSALS**

**TITLE: CONSULTANCY TO PROVIDE LEGAL SUPPORT FOR DEVELOPING RANGELANDS STEWARDSHIP AGREEMENTS.**

**RFP NO: BW001/2022**

**DATE OF ISSUANCE: 09 MARCH 2022**

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**1. Background**

Conservation International (CI) has been protecting nature for the benefit of all, for over 30 years. Through science, policy, and partnerships, CI is helping build a healthier, more prosperous, and more productive planet. Today, with offices in more than two dozen countries and a worldwide network of thousands of partners, CI has a truly global reach.

CI Botswana is the Executing Entity for the implementation of the Green Climate Fund project entitled: **Ecosystem Based Adaptation and Mitigation in Botswana’s Communal Rangelands.**

**2. Project Overview**

The goal of the project is to reduce climate vulnerability of communal farmers in Botswana by restoring rangelands, enabling and monitoring climate resilient, livestock farming, and promoting sustainable value-chains.

The implementation of the project will be through three (3) major components as follows:

Component 1: Strengthening institutions and support systems for climate-responsive planning and management.

Component 2: Reducing GHG emissions and negative livelihood impacts through new job deployment in rangeland rehabilitation, improved livestock management, and climate impact monitoring

Component 3: Promoting climate-sensitive enterprise development and value-chain investments to sustain transformational change

To achieve the Project objectives and expected deliverables, CI Botswana intends to enter Rangeland Stewardship Agreements, a type of Conservation Agreement, with local communities in the Northwest and Kgalagadi Districts, and Bobirwa Sub-District as described in the Green Climate Funding Proposal FP158 available at <https://www.greenclimate.fund/project/fp158>. Conservation Agreements “offer direct incentives for conservation through a negotiated benefit package in return for conservation actions by communities”. Therefore, this RFP is to request legal services from qualified firms or individuals to provide legal support for developing the Rangelands Stewardship Agreements (RSAs).

**3. Terms of Reference, Deliverables and Deliverables Schedule**

See Attachment 2.

**4. Submission Details**

- a. Deadline: Proposals must be received no later than 30<sup>th</sup> March 2022 (17:00PM CAT). Late submissions will not be accepted. Proposals must be submitted via email to [GCFprocurements@conservation.org](mailto:GCFprocurements@conservation.org). All proposals are to be submitted following the guidelines listed in this RFP.
- b. Validity of bid: 120 days from the submission deadline
- c. Clarifications: Questions may be submitted to [GCFprocurement@conservation.org](mailto:GCFprocurement@conservation.org) by the specified date and time in the timeline below. The subject of the email must contain the RFP title and number. CI will respond in writing to submitted clarifications by the date specified in the timeline below. Responses to questions that may be of common interest to all bidders will be posted to the CI website and/or communicated via email.
- d. Amendments: At any time prior to the deadline for submission of proposals, CI may, for any reason, modify the RFP documents by amendment which will be posted to the CI website and/or communicated via email.

**5. Requirements**

- a. Minimum Bachelor of Laws (LLB)
- b. Member of Law Society of Botswana
- c. Valid Practicing Certificate
- d. Registered Practitioners in good standing with relevant regulatory authorities
- e. Minimum 5 years' experience
- f. Evidence of Professional indemnity Cover

**6. Proposal Documents to Include**

- a. Signed cover page on bidder's letterhead with the bidder's contact information.
- b. Signed Representation of Transparency, Integrity, Environmental and Social Responsibility (Attachment 1)
- c. Technical Proposal.
  - i. Corporate Capabilities, Experience, Past Performance, and 3 client references, and in the case of an entity, provide a company profile. Please include descriptions of similar projects or assignments and at least three client references.
    - ✓ History and size of your firm or length of legal experience.
    - ✓ Areas of work in which the firm, or sole practice is engaged.
    - ✓ Experience with non-profit clients; and
    - ✓ Experience working with conservation organizations
    - ✓ Experience working with community based natural resource management.
  - ii. Qualifications of Key Personnel. Please attach CVs that demonstrate how the team proposed meets the minimum requirements listed in section 5 (Minimum Requirements).
  - iii. Technical Approach, Methodology and Detailed Work Plan. The Technical Proposal should describe in detail how the bidder intends to carry out the requirements described in the Terms of Reference Attachment 2.
  - iv. The maximum number of pages for technical proposal is 5 and financial must be shared in excel.

- v. Financial Proposal.  
Offerors shall use the cost proposal template (Attachment 3).

**7. Evaluation Criteria**

In evaluating proposals, CI will seek the best value for money considering the merits of the technical and costs proposals. Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Score (out of 100)</b>
Relevance of Practical Experience	25%
Skills and Academic Qualifications <b>Note: Provide Certified copies of academic qualifications, current curriculum vitae (CV) and two dated, signed, and stamped references.</b>	25%
Supervision & Quality Control	20%
Value Added Services	15%
Cost: Costs proposed are reasonable and realistic, reflect a solid understanding of the assignment.	15%

**8. Proposal Timeline**

RFP Issued	09 March 2022
Clarifications submitted to CI	16 March 2022
Clarifications provided to known bidders	23 March 2022
Complete proposals due to CI	30 March 2022
Final selection	08 April 2022

**9. Resulting Award**

CI anticipates entering into an agreement with the selected bidder by 1<sup>st</sup> May 2022. Any resulting agreement will be subject to the terms and conditions of CI's Services Agreement. A model form of agreement can be provided upon request.

This RFP does not obligate CI to execute a contract, nor does it commit CI to pay any costs incurred in the preparation or submission of the proposals. Furthermore, CI reserves the right to reject any and all offers, if such action is considered to be in the best interest of CI. CI will, in its sole discretion, select the winning proposal and is not obligated to share individual evaluation results.

**10. Confidentiality**

All proprietary information provided by the bidder shall be treated as confidential and will not be shared with potential or actual applicants during the solicitation process. This includes but is not limited to price quotations, cost proposals and technical proposals. CI may, but is not obliged to, post procurement awards on its public website after the solicitation process has concluded, and the contract has been awarded. CI's evaluation results are confidential and applicant scoring will not be shared among bidders.

**11. Code of Ethics**

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics and "Green Climate Fund's Policy on Prohibited Practices (<https://www.greenclimate.fund/document/policy-prohibited-practices>)". Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, Passion and Teamwork. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to. Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com).

**12. Attachments:**

Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility  
Attachment 2: Terms of Reference  
Attachment 3: Grazing Agreement Template  
Attachment 4: Cost Proposal Template

**Attachment 1: Representation of Transparency, Integrity, Environmental and Social Responsibility**

**RFP No. BW001/2022**

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CI relies on the personal integrity, good judgment and common sense of all third parties acting on behalf, or providing services to the organization, to deal with issues not expressly addressed by the Code or as noted below.

**I. With respect to CI's Code of Ethics, we certify:**

- a. We understand and accept that CI, its contractual partners, grantees and other parties with whom we work are expected to commit to the highest standards of Transparency, Fairness, and Integrity in procurement.

**II. With respect to social and environmental standards, we certify:**

- a. We are committed to high standards of ethics and integrity and compliance with all applicable laws across our operations, including prohibition of actions that facilitate trafficking in persons, child labor, forced labor, sexual abuse, exploitation or harassment. We respect internationally proclaimed human rights and take no action that contributes to the infringement of human rights. We protect those who are most vulnerable to infringements of their rights and the ecosystems that sustain them.
- b. We fully respect and enforce the environmental and social standards recognized by the international community, including the fundamental conventions of International Labour Organization (ILO) and international conventions for the protection of the environment, in line with the laws and regulations applicable to the country where the contract is to be performed.

**III. With respect to our eligibility and professional conduct, we certify:**

- a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as determined by a regulatory body responsible for licensing and/or regulating the offeror's business
- b. We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.
- c. We are/were not involved in writing or recommending the terms of reference for this solicitation document.
- d. We have not engaged in any collusion or price fixing with other offerors.

- e. We have not made promises, offers, or grants, directly or indirectly to any CI employees involved in this procurement, or to any government official in relation to the contract to be performed, with the intention of unduly influencing a decision or receiving an improper advantage.
- f. We have taken no action nor will we take any action to limit or restrict access of other companies, organizations or individuals to participate in the competitive bidding process launched by CI.
- g. We have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country where the contract is to be performed.
- h. We have not provided, and will take all reasonable steps to ensure that we do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and we are compliant with all applicable Counter-Terrorist Financing and Anti-Money Laundering laws (including USA Patriot Act and U.S. Executive Order 13224).
- i. We certify that neither we nor our directors, officers, key employees or beneficial owners are included in any list of financial or economic sanctions, debarment or suspension adopted by the United States, United Nations, the European Union, the World Bank, or General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension".

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

Signature: \_\_\_\_\_

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

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

## Attachment 2: Terms of Reference for legal consultant

### Project Title:

#### 1. Project Description

To achieve the GCF Project objectives and expected deliverables, CI Botswana intends to enter Rangeland Stewardship Agreements, a type of Conservation Agreement, with local communities in the Northwest District, Kgalagadi District and Bobirwa Sub-Districts as described in the Green Climate Funding Proposal FP158 available at <https://www.greenclimate.fund/project/fp158>. Conservation Agreements “offer direct incentives for conservation through a negotiated benefit package in return for conservation actions by communities”. Therefore, this RFP is to request legal services from qualified firms or individuals provide legal support for developing Rangelands Stewardship Agreements.

#### 2. Objectives, Deliverables & Key Tasks

Under the guidance of the Field Implementation Director, the legal consultant will be responsible for the following.

##### 2.1 Rangeland Stewardship Agreement Draft

- a. Develop a Rangeland Stewardship Agreement (RSA) like the example attached to this TOR (Attachment 1) and where necessary to include additional terms. This RSA will be between CI Botswana and communities participating in CI’s Green Climate Fund (GCF) Botswana Project.
- b. Ensure that the RSA follows and is complementary to Botswana Laws, mainly on the following:
  - Land Policy
  - Tribal Land Act
  - State Land Act
  - Wildlife Policy
  - Wildlife Conservation and National Parks Act
  - Forestry Policy
  - Agricultural Resources Conservation Act
  - Herbage Preservation Act
  - District Councils Act
  - Community-Based Natural Resources Management (CBNRM) Policy
  - And any other relevant policies, legislation and guidelines not specifically referred to

- c. Ensure that the RSA effectively covers other aspects including Rangeland management, predator co-existence and sustainable resources harvesting.
  - d. Advise on the rights of communities and other relevant stakeholders such as Village Development Committees (VDCs), local authorities, farmers etc. in relation to the terms of the RSAs including making the commitments contained therein, adhering to the responsibilities as well as accepting the incentives.
3. **Estimated Timeline**  
30 days over a period of 3 months anticipated to start on 18<sup>th</sup> April 2022.
4. **Location of Task/Applicable Trips**  
Work will be conducted in Gaborone
5. **Required Skills and Experience**  
See section 5 of the RFP
6. **Annexes to the TOR**  
See Attachment 3



**Attachment 3: Sample Rangeland Stewardship Agreement**

**PROMOTION OF SUSTAINABLE LAND USE VIA REGENERATIVE GRAZING**

<b>Village Name</b>			
<b>Trust Name</b>			
<b>Representative Name</b>			
<b>Representative ID number<sup>1</sup></b>			
<b>Representative Contact number</b>			
<b>Committee Members</b> (if more than six add on separate page)			
<b>Name</b>	<b>Position</b>	<b>Id Number</b>	<b>Contact</b>
<b>Nominated village coordinator/s</b>			
<b>Name</b>	<b>Contact</b>	<b>ID number<sup>2</sup></b>	<b>Signature</b>
<b>LANDOWNER</b>			
<b>CI Botswana Representative</b>			

**Preamble:**

This agreement rests on cooperation and goodwill between the Farmers Association and CI Botswana. By signing this agreement both parties agree to follow the guidelines in this document to the best of their abilities.

This agreement in no way estranges the community's rights with regards to the use of the land as stipulated by local Land boards in collaboration with other local authorities, but rests purely on mutual trust and aims to align with local ordinances.

<sup>1</sup> Representative ID Number or other acceptable form of identification

<sup>2</sup> Representative ID Number or other acceptable form of identification

CI Botswana is responsible for the execution of the Project as Executing Agency for the Green Climate Funded Project: **Ecosystem Based Adaptation and Mitigation in Botswana’s Communal Rangelands** (the “Project”).

To assist it in its implementation, CI Botswana has engaged Meat Naturally Africa (“MNP”). MNP is a social enterprise in terms of which 60% of profits are transferred to the Meat Naturally Trust for re-investment in the communal livestock herd health of compliant community trusts or farmers’ associations as the case may be.

This initial agreement is **valid for 1 year from \_\_\_\_ 2022 to \_\_\_\_ 2023**. The terms of the agreement may also be re-negotiated and adapted before renewal, depending on lessons learned about the effectiveness of activities in practice.

A basic requisite is that the livestock committee guides livestock owners to set aside and enforce compliance to an adequate summer rested grazing area [Name of Grazing Area]. This grazing is then available as a winter fodder bank and can be utilised after the first frost upon agreement of the livestock association and a community fire management plan is developed (Level 1).

**On signing this agreement, I \_\_\_\_\_(name) as representative of \_\_\_\_\_Trust/Association/Cooperative/Village agree to becoming a LEVEL 1 or LEVEL 2 implementing community. Our Trust/Association/Cooperative/Village understands the requirements of entering into this Conservation Agreement and agree to:**

1. Complete of the following information (with assistance from the CI Botswana Representative)
  - a. Signed beneficiary conservation agreement;
  - b. Trust committee member details (above);
  - c. Name, signature and contact of village coordinator appointed by the committee (above);
  - d. Completed list of livestock owners and livestock numbers for the village (list attached) who are part of the association;
  - e. Full details and identification documents of Eco ranger candidates
  - f. A map of the full village grazing area (preferably in a shapefile, but Google Earth (kml) or printed map is fine
  - g. A map of the grazing area to be rested during the summer grazing season sketched onto provided topographic map in agreement with livestock committee;
  - h. Any additional mapped areas of invasive alien plant, erosion gullies, or bare ground that the community intends to restore (again, shape file, kml or hard copy)
  - i. The Trust Deed (or Constitution of Association<sup>3</sup>)
  - j. Community fire management plan (to be completed by xxx 2022)
2. Enforce compliance to the rested grazing areas during the summer growing season, October to April, (Appendix 1: please draw in rested area on map provided.). Supply to MNP proof of self-monitoring in the form of a recording sheet of transgressors and fines. Additionally, MNP Representative does spot checks, reports back to livestock committee chairman who signs acknowledgement;

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<sup>3</sup> As relevant

3. Support Eco ranger supervision and support by mentor farmers who will visit the Eco rangers and provide emergency response services on the timing indicated in Appendix 2: (please complete the supervision roster). By signing this agreement, livestock committee members understand that Eco rangers are appointed by the livestock committee and that when the candidates have their qualification in the future, arrangements for the creation of funding from livestock sales and other revenues will be committed by the farmers to sustaining their salaries for services provided.
4. For any cattle auctions, the association will provide proof on minimum numbers of cattle on offer one month (30 days) prior to any auction event by completion of stock on offer lists coordinated by nominated village coordinator and returned to MNP representative (minimum of 85 cattle);
5. For any mobile shearing, the association will provide proof on minimum numbers of sheep to be sheared one month (30 days) prior to any mobile shearing. The timetable for when farmers are to bring their animals to the shearing tent must be coordinated by the nominated village coordinator and a list with the timetable provided to the MNP representative (minimum 700 number of sheep). The timetable must schedule no more than 250 animals to be present per day.
6. Ensure any sheep owners/herders remain at the shearing tent the night before shearing with the animals to provide security for the stock. Security of the livestock remain the responsibility of the owner.
7. Communicate to all livestock owners that for cattle sales, the commission charge will be 6% for members and 8% for non-members; and that for small stock owners the prices paid will be BWP XX higher for association members that are signed to the agreement. Cost to the owner for shearing will be \_\_\_\_/sheep for association members and \_\_\_\_/sheep for non-association members. MNP will not shear on sheep with VELAPHI or any home-sheared wool as this causes the price per kg to go down. (For Level 2 communities: Cost for new rams will be \_\_\_\_\_ for association members and \_\_\_\_\_ for non-association members. Cost for new heifers will be \_\_\_\_\_ for association members and \_\_\_\_\_ for non-association members).
8. For Level 2 communities: Ensure that MNP is notified of any additional required services (tattooing, vaccination, dosing, fire break design and implementation support) at least 30 days in advance.

**In turn, CI Botswana and/or MNP, undertake to provide the following benefits and incentives to the livestock committee:**

1. A folder returned to the livestock committee. In the folder will be included a printed map of the agreed upon rested area, copies of the agreement and livestock and owner lists.
2. Provision of training, equipment, uniform and bursary payment of BWPXXX per month for \_\_\_\_\_ Eco ranger candidates appointed by the farmers to manage the implementation of the grazing plan. The candidates and team leader are listed below:

Name	ID number

3. Provision of local cattle auctions, at any time of year as long as a minimum of 70 cattle are on offer from the different partaking villages. A 6% commission will be deducted from sellers at the end of the growing season/summer if agreement is completed and signed and suitable compliance was found. If this is not the case a 8% commission will be charged. Any sellers not part of the association/s will always be charged a 8% commission;
4. Provision of a shearing operation (tent plus shearers, sorters, baler team) at a site jointly agreed between MNP and the community. If there is an existing shearing shed, the use of this facility may be preferable than the mobile operation and this will be agreed with the association.
5. For Level 2 communities: Provision of \_\_\_\_\_veterinary support for\_\_\_\_\_ animals and support for firebreak creation and fuel load reduction between July and December2022.
6. Where compliance was found during the agreement period for a particular village the following additional benefits will be returned during the last three months:
  - a. Employment two persons from association (nominated by respective livestock committees) for two to three days during the week of each auction event and each shearing season. Local shearers can be added to the team but must follow MNP protocols and will be responsible for their own living and food arrangements;
  - b. Assistance with cattle identification registration per member with subsidized services fee of BWPXXX per application;
7. Payment to all livestock farmers (cattle and wool sellers) will be made within 14 days of the cattle auction. For shearing events, farmers will be paid after the entire chief's area is completed. An estimate of this date will be provided to the community coordinator and to the farmer on the day when the schedule is known. Receipts will be issued on the day.

**Sanctions:**

- **I understand that the contributions and support provided by the Meat Naturally Pty are only applicable for as long as the Association and its members comply with this agreement and that benefits will be stopped in the instance of non-compliance.**
- **Non-compliance shall be deemed to have occurred when there are two events where photographic evidence shows grazing in agreed upon rested areas. The facilitator will do two reports per month after completion of spot checks and report findings to committee chairperson;**

- In cases where this agreement is not in place and compliance is not reached, commission rates of 8% at auctions will be applicable and no shearing, veterinary support, or provision of replacement animals will take place.

\*This Meat Naturally agreement is valid from date signed (below) until \_\_\_\_\_ 2022, hereafter the renewal of the agreement will be renegotiated.

**NOTE: All responsibility for compliance of national and provincial legislation rests with the livestock owner/land user.**

LIVESTOCK TRUST/COMMITTEE TRUSTEE or CHAIRPERSON:	
Signed: .....	..... (date)

**Date of visit by MNP Representative:**

The LANDOWNER agrees that his/her/its land is restricted as envisaged in this agreement. Furthermore, the LANDOWNER undertakes not to permit any person or organization that is not a member of the Association to graze the rest area(s) as this is envisaged above for the duration of this agreement.

.....

This signed and dated at ..... On this ..... day of ..... 2022

\_\_\_\_\_  
LAND-OWNER or its authorised representative

MNP Representative:	
Signed: .....	..... (date)

**Attachment 4: Cost Proposal Template**

The cost proposal must be all-inclusive of profit, fees or taxes. Additional costs cannot be included after award, and revisions to proposed costs may not be made after submission unless expressly requested by CI should the offerors proposal be accepted. Nevertheless, for the purpose of the proposal, Offerors must provide a detailed budget showing major expense line items. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in Botswana Pula.

If selected, Offeror shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Offeror is eligible to apply for refunds on taxes paid, Offeror shall do so. Any tax savings should be reflected in the total cost.

Cost Breakdown by Deliverable

<b>Deliverable</b>	<b>Price (Lump Sum, All Inclusive)</b>
Insert deliverable 1 from Section 3 or attached TOR	
Insert deliverable 2 from Section 3 or attached TOR	
Insert deliverable 3 from Section 3 or attached TOR	
Insert deliverable 4 from Section 3 or attached TOR	
Insert deliverable 5 from Section 3 or attached TOR	

Cost Breakdown by Cost Component (example only)

<b>Description</b>	<b>Unit of measure (day, month etc)</b>	<b>Total period of engagement</b>	<b>Unit cost/rate</b>	<b>Total Cost for the Period</b>
Partner				
Senior Associate				
Associate				
Paralegal				
Sub-total Personnel				
Travel Costs (if applicable)				
Other related Costs (please specify)				
<b>Total Cost of Financial Proposal</b>				