



Ref: GCF/RFP/2014/012

## **Request for proposals (Deadline Extended)**

### **For Legal Services on an “On Call” Basis (International)**

#### **1. Background**

1.1 The Green Climate Fund (the “Fund”) was established with the purpose of making a significant and ambitious contribution to the global efforts towards attaining the goals set by the international community to combat climate change. In the context of sustainable development, the Fund will promote a paradigm shift towards low-emission and climate-resilient development pathways by providing support to developing countries to limit or reduce their greenhouse gas emissions and to adapt to the impacts of climate change.

1.2 The Fund was designated as an operating entity of the financial mechanism of the United Nations Framework Convention on Climate Change (“UNFCCC”). It is governed and supervised by a Board that has responsibility for funding decisions pursuant to the Governing Instrument for the Green Climate Fund. It is supported by an independent Secretariat, accountable to the Board, having management capabilities to execute day-to-day operations of the Fund, providing administrative, legal and financial expertise. The Fund’s headquarters are located in Songdo, Incheon City, Republic of Korea.

1.3 The Fund held the first pledging session of its Initial Resource Mobilization process on 20 November 2014 in Berlin. To date, an amount of approximately US\$10.14 billion has been pledged by contributing countries to the Fund. It is anticipated that the Fund will start accrediting intermediaries and implementing entities in the first half of 2014 to be followed by developing a pipeline of projects and programme activities.

1.4 Within the Fund’s Secretariat, the Office of the General Counsel (“OGC”) is responsible for all legal matters relating to the Fund, including institutional, governance, readiness and preparatory support, and funding project and programme activity issues.

#### **2. Invitation**

2.1 Through this request for proposals (“RFP”), the Fund is seeking law firms (“Firms”) interested in acting as the Fund’s outside counsel in connection with various transactions and other legal advisory services (the “Services”) on an “on call” basis, depending on the needs of the Fund from time to time and the Firms’ specialized area(s) of expertise.

2.2 In particular, the Fund intends to establish a roster of qualified Firms to provide legal services on an as-needed, case-by-case or matter-by-matter basis. This invitation seeks Firms that have a presence in more than one country, with lawyers on staff qualified to practice in England, New York, Singapore, Hong Kong, and/or Korea.



2.3 In addition to this general invitation, the RFP includes the following sections:

- Instructions to Proposers
- Terms of Reference.

2.4 The Fund may continue to employ lawyers who leave a Firm selected under this RFP to complete any matters that are pending at the time the lawyer leaves the employment of the Firm. Similarly, the Fund may continue to work with such lawyers in new matters. Firms selected under this RFP shall cooperate in this respect.

2.5 The Fund may hire lawyers outside this procurement when a legal matter requires specialized knowledge, experience or capacity that the Firms selected do not possess, as determined by the Fund in its sole discretion. Being selected through this RFP does not entitle any selected Firm to obtain actual instructions from the Fund. Whether or not a selected Firm is instructed depends on the nature of the matter, the qualifications of the selected Firms and the needs of the Fund.

2.6 The Fund reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals at any time prior to selection, without thereby incurring any liability to proposers/Firms.

### 3. Instructions to Proposers

3.1 The tender process comprises three steps:

**Submission** – The Fund expects technical and financial proposals to be delivered, at the same time, by close of business on **4 February 2015 (KST)** to:

Green Climate Fund  
G-Tower, 175, Art Center-daero  
Yeonsu-gu, Incheon 406-840  
Republic of Korea

Attention: Ms. Hyae Jin Jeong  
(hjeong@gcfund.org)

**Short Listing** – The Fund intends to complete a short-list by 11 February 2015 (target date). Additional information may or may not be requested before drawing up the short-list.

**Final Step** – It is expected that the Fund will make a final decision selecting up to 5 Firms to be placed on the Fund’s international legal roster by 18 February 2015 (target date). For this purpose, short-listed proposers may be required to undergo an interview process and/or make presentations to OGC in person or via video link.



3.2 **Corrupt, Fraudulent, Coercive, Collusive and other Prohibited Practices.** The Fund requires that all Fund staff, proposers/bidders, suppliers, service providers and any other person or entity involved in Fund-related activities observe the highest standard of ethics during the procurement and execution of all contracts. The Fund may reject any proposal put forward by proposers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, coercive, collusive or other prohibited practices.

3.3 **Clarifications and Amendments.** At any time before submission of proposals, the Fund may amend the RFP. Any amendment made will be made available on the Fund's website and, if applicable, to all short-listed Firms at the same time.

3.4 Interested proposers may request clarification(s) on any part of the RFP. The request must be sent to the Fund at the email address indicated above prior to the submission date. Responses to a request for clarification will be made available on the Fund's website and, if applicable, to all short-listed Firms.

3.5 **Preparation of the Proposal.** A proposal shall have two (2) components:

- Technical Proposal, and
- Financial Proposal.

3.6 The proposal shall be in English. All reports, opinions and other communications shall be in English unless agreed otherwise for a specific assignment.

3.7 The financial proposal shall express the price for Services in United States Dollars (USD).

3.8 **Technical Proposal.** The technical proposal shall provide the following information using the proposer's preferred proposal template:

- The proposer's size and geographic/jurisdictional scope, including office locations globally, and the jurisdictions in which the proposer has qualified/licensed lawyers on staff ;
- The proposer's experience, particularly in working with international financial institutions or other multilateral organizations and in innovative structures/approaches;
- Expertise in providing legal services in such areas as finance, including climate change finance, project finance, structured finance, insurance and guarantees, trade and investment law, regulatory law, public-private partnerships, anti-corruption and anti-money laundering, international public law and international arbitration<sup>1</sup>;
- A list of proposed lawyers and staff, including their CVs, and areas of law they will oversee under the proposal;

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<sup>1</sup> Proposer may seek selection on any of these categories.



- The main contact point(s) and responsible partner/manager for the Fund;
- The proposer's climate change/carbon neutral policy;
- An excerpt of the professional liability insurance coverage, including any applicable liability cap and deductible; and
- Specific terms the proposer wants to have included in the framework agreement, should it be selected (see also below). Please note that the Fund will not be in a position to accept general terms and conditions of a proposer, but will provide selected Firms with its standard framework agreement

3.9 The technical proposal must be in a sealed envelope separate from that of the financial proposal.

3.10 The technical proposal will be evaluated using the above criteria and will account for 70% of the evaluation.

3.11 **Financial Proposal.** The financial proposal shall include the following information using the proposer's preferred proposal template:

- Fee structure/pricing for Services, including any discounts, grouped according to practice teams, countries, or other bases. This will include a detailed listing of specific hourly rates of each lawyer and paralegal in the Firm who will be performing Services for the Fund;
- A blended hourly rate for Services to be rendered to the Fund; and
- Billing/invoicing procedures, including the proposer's policy for charging disbursements. Please note that the hourly rates are deemed to include general office cost.

3.12 The financial proposal must be in a sealed envelope separate from that of the technical proposal. All rates are expected to remain valid for three years following selection.

3.13 The financial proposal will account for 30% of the evaluation.

3.14 It should be noted that prior to engaging the services of a selected Firm on the roster for a specific matter, the Fund may, depending on the expected amount of fees involved, request up to three such Firms for a specific fee quote for such specific matter.

3.15 **Conflict of Interest.** In their proposal, proposers must (i) confirm that, based on their current best knowledge, there are no real or potential conflict of interest involved in rendering Services for the Fund, and (ii) set out their policy on dealing with conflicts of interest should these arise.



3.16 **Confidentiality.** Information relating to the evaluation of proposals and recommendations concerning selection of Firms will not be disclosed to Firms that submitted proposals.

3.17 Selected Firms will be required to adhere to the Fund's policies, rules and guidelines. They shall not disclose any information related to tasks/assignments, including working drafts, in any form to any other parties and will be held responsible for any violation of this restriction.

#### 4. Terms of Reference

4.1 **Introduction.** The Fund is seeking qualified, reputable and experienced Firms to provide legal services on various areas of work relating to its mandate.

4.2 **Background.** In accordance with its Governing Instrument, the Fund is tasked with "a key role in channeling new, additional, adequate and predictable financial resources to developing countries and will catalyze climate finance, both public and private, and at the international and national levels".

4.3 The Fund's Secretariat, with the responsibility of executing day-to-day operations of the Fund, is in need from time to time of legal services across the full range of its mandate, which includes:

- Organizing and executing all administrative duties;
- Operationalizing the project and programme cycle processes;
- Preparing financial agreements related to specific financing instruments to be concluded with implementing entities;
- Monitoring financial risks of the outstanding portfolio;
- Working with the trustee to support the Board;
- Carrying out monitoring and evaluations functions; and
- Supporting the Board in arranging replenishment processes.

4.4 **Scope of Services.** Services will include providing support to OGC in respect of any of the above activities on an as-needed, case-by-case or matter-by-matter basis.

4.5 **Specialized Services.** Firms may be called on from time to time to provide advice and assistance on matters pertaining to:

- Arrangements with the Fund's trustee (the World Bank on an interim basis);
- Contributions from public and private donors, including alternative sources;
- Legal agreements/arrangements with accredited intermediaries and implementing entities, as well as with project/programme executing agencies;
- Development of draft rules and procedures for the Fund's thematic funding windows, which presently consist of windows for adaptation and mitigation;
- Support for the Fund's private sector facility;



- Public-private partnerships and other business relations; and
- Anti-money laundering and counter terrorist financing.

4.6 **General Services.** Firms may be called on from time to time to provide the following general services:

- Providing legal opinions regarding issues of English, New York, Hong Kong, Singapore law, or Korean law;
- Drafting, reviewing and vetting legal agreements and other documents;
- Assisting in due diligence exercises;
- Dispute resolution, including drafting of pleadings and other related documentation and representation in relevant forums which are expected to be arbitration forums;
- Assisting in negotiations on a variety of agreements when the need arises;
- Advising on institutional governance matters;
- Providing procurement-related support;
- Advising on labor, banking, intellectual property and regulatory issues in countries in which the Fund operates;
- Advising on matters pertaining to the Fund's privileges and immunities, including immunity from legal processes and property-related issues, in countries in which the Fund operates;
- Coordinating legal support from local counsel in the Fund's countries of operation; and
- Any other services that may be incidental or ancillary to the provision of the above Services.

4.7 **Expected Outputs/Deliverables.** When called on to provide Services from time to time, the Firm in question will be expected to carry out the requested tasks/assignments in accordance with instructions provided by the Fund's OGC to the satisfaction of OGC. OGC will specify the form of output/deliverables at the time instructions are issued.

4.8 **Reporting.** The Services will be provided under the guidance and direction of the Fund's OGC. Successful Firms will appoint a key focal point for communication purposes and will be available to respond to calls and queries of OGC pertaining to such Services.

4.9 **Duration.** It is expected that the duration of the selected Firm's place on the Fund's legal roster will be a three (3) year period from the date of the decision. The Fund reserves the right to extend the duration.

4.10 **Framework Agreement.** Successful Firms will be expected to enter into a framework agreement with the Fund setting out the general terms and conditions of the call-offs, applicable fees, billing cycle and reporting. The Framework Agreement shall be governed by English law, shall contain a PCA arbitration clause (place of arbitration Seoul, Republic of Korea) and shall contain an explicit acknowledgement by the relevant Firm of the Fund's privileges and immunities.