

REQUEST FOR PROPOSALS

Housing for internally displaced persons (IDPs) and rehabilitation of liberated cities in Ukraine

Country: Ukraine

Selection of a Project Management Unit (PMU) and Project Implementation Units (PIUs) to support the EU funded Action "Housing for internally displaced persons (IDPs) and recovery of liberated cities in Ukraine"

Client: NEFCO

16 November 2022

Section 1 – Letter of Invitation

Helsinki, 16 November 2022

Dear Sir/Madam,

Funds of up to EUR 2,250,000 will be allocated from the European Union for consulting services under the Action “Housing for internally displaced persons (‘IDPs’) and recovery of liberated cities in Ukraine” (‘the Action’) financed by the the European Union (‘the EU’) and coordinated and monitored by the Nordic Environmental Finance Corporation (‘NEFCO’). This amount includes a 10% provision for contingencies, which shall be reserved in the budget of the Assignment.

The Action is one of the EU support Programmes that is aimed to provide financing to Ukrainian municipalities in order to organise housing for the most vulnerable IDPs and to repair infrastructure facilities in liberated cities of Ukraine.

NEFCO now invites proposals to provide the following consulting services: Project Management (‘PMU’) and Project Implementation (‘PIU’) support for the Action “Housing for internally displaced persons (IDPs) and recovery of liberated cities in Ukraine”. The details of the required services are provided in the attached Terms of Reference (‘ToR’).

The PMU Consultant will serve as the PIU Support for all sub-projects and will be responsible for establishing the PIUs and hiring PIU members in each project municipality. For this purpose, the PMU Consultant shall have a legal entity, preferably Ukrainian, for payments for PIU costs. The local PIU’s Consultant will thus be part of PMU Consultant (hereinafter both referred to as “the Consultants”).

This Request for Proposals (‘RfP’) has been published on Nefco's webpage.

Indication of Interest

Please inform NEFCO by e-mail to: procurement@nefco.int with a copy to Yuliia.shevchuk@nefco.int no later than November 29, 2022, if you intend to submit a proposal.

Any questions on the Terms of Reference or the other documentation in the RfP shall be provided in writing to NEFCO by e-mail: procurement@nefco.int with copy to Yuliia.shevchuk@nefco.int no later than 30 November, 2022 after which all questions will be compiled by NEFCO without any editing in the form they are sent to NEFCO and provided to those who have stated an interest in the RfP.

Submission of Proposals

Proposals must be submitted to NEFCO no later than at 12:00 hrs local time in Helsinki on 19 December 2022 (submission date). NEFCO may at its discretion extend the deadline for submission of proposals. Belated proposals will be rejected and returned unopened.

The proposal shall be divided into two parts: a technical proposal and a financial proposal. The requirements for the proposals are described in detail in Section 2 – Instructions to Consultants. The attached standard forms are to be used for the purpose.

Proposals shall be submitted in English and must remain valid for 90 days. Consultants willing to prepare and submit a proposal are responsible for all associated costs.

The proposal shall be submitted to NEFCO in two separate emails:

Email A: Technical Proposal

The Technical Proposal shall be sent to NEFCO to email address procurement@nefco.int by using this link <https://www.securedmail.eu/message/procurement@nefco.int>. The password shall be sent as a SMS to number + 358 50 462 9780. Please indicate as title: "Housing for internally displaced persons (IDPs) and recovery of liberated cities in Ukraine".

For further information, please see the enclosed document in Annex 3.

Email B: Financial Proposal

The Financial Proposal shall be sent to NEFCO to email address nelly.eriksson@nefco.int by using this link <https://www.securedmail.eu/message/nelly.eriksson@nefco.int>. The password shall be sent as a SMS to number + 358 50 597 8028. Please indicate as title: "Housing for internally displaced persons (IDPs) and recovery of liberated cities in Ukraine".

For further information, please see the enclosed document in Annex 3.

The Consultants will be selected under quality and cost-based selection method and procedures described in this RFP, in accordance with NEFCO's *Procurement Policy and Procedures* available at <http://www.nefco.int> under Procurement.

This RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Annex 1: NEFCO's General Terms and Conditions for Consultancy Services

Annex 2: Terms of Reference

Annex 3: Securedmail manuals

Yours sincerely,

Trond Moe
Managing Director
Nordic Environment Finance Corporation

Ulf Bojö
Vice President
Nordic Environment Finance Corporation

Section 2 – Instructions to Consultants

1. Rules concerning nationality of consultants

The funds used for this consultancy assignment are made available from the European Union through NEFCO. According to the terms and conditions on the operation of the potential funds, there are no limitations on the nationality of the firm or the subconsultants.

2. Preparation and Submission of Proposals

2.1. Consultants submitting proposals are expected to examine carefully and respect all instructions, forms, General Terms and Conditions, Terms of Reference and specifications contained in this Request for Proposals. Failure to submit a proposal containing all the required information and documentation within the deadline specified in the Letter of Invitation may result in rejection of the proposal. The standard forms in Sections 3 and 4 of this Request for Proposals shall be used as applicable.

2.2. Consultants shall submit technical and financial proposals in separate emails marked "Technical Proposal" and "Financial Proposal", as appropriate. No financial data of any sort shall be included in the technical proposal. Only emails containing technical proposals shall be opened at the time of submission of proposals. The financial proposals will be kept unopened and in safe custody until the technical evaluation is completed.

2.3. Technical Proposal (not exceeding 15 pages, excluding CVs)

Consultant's technical proposal shall demonstrate the firm's knowledge of the requirements of the assignment and its understanding of the requisite tasks set forth in the scope of work of the Terms of Reference. Information must be provided on the firm and any subconsulting firm associated with for the purpose of the assignment. Provision of the requested information, in full, must be presented as follows:

- (a) A brief description of the firm, an outline of the firm's recent experience of assignments of a similar nature and specifically the firm's previous work, especially in the project country. Information on the current workload of the firm in the relevant areas of this assignment shall also be presented.
- (b) Comments or suggestions, if any, on the Terms of Reference designed to improve performance in carrying out the assignment.
- (c) Comments and elaborations on general approach and methodology.
- (d) Composition of the team which the firm proposes to provide in the field and in the home office, together with curricula vitae of each individual team member and the specific task(s) to which each team member would be assigned. The team leaders and the key experts listed in the evaluation criteria table (section 3.6 of the Instructions to Consultants) shall be specifically identified. A good working knowledge of English is advantageous for the staff. Proficiency in Ukrainian or Russian is an additional merit. Any specific language conditions for the assignment are stated in the Terms of Reference. If the firm proposes to have a member of the consultant's home office responsible for the supervision of the team in the field, similar details shall be given with the curricula vitae of that member.

- (e) Work programmes including a bar chart and a staffing schedule. The bar chart shall indicate estimates of the duration and total staff days, weeks or months that would be provided for each task. The staffing schedule shall indicate clearly the estimated duration (in both the home office and in the field) and the probable timing of the assignment of each professional (both foreign and local).
- (f) Description of office space, vehicles, equipment, local counterpart support etc. required in the field for carrying out the proposed services.

2.4. Financial Proposal

- (a) The firm's financial proposal shall be denominated in EUR. The costs shown shall include a detailed breakdown of (i) *remuneration* for the number of days/weeks/months of each team member to be assigned and the related unit rates, (ii) *direct expenses* in respect of subsistence costs and housing allowances and (iii) *all reimbursable expenses*.
- (b) Financial proposals as submitted by the firm will be considered in the evaluation and selection of consultants. However, each element of the financial proposal of the selected firm will be reviewed during contract negotiations for determining the final contract price.
- (c) Audit. NEFCO retains the right to audit, both during and after the assignment, the selected firm's accounts and time and cost records relevant to the services provided, including such accounts and records as will enable verification of the costs related to the assignment.
- (d) Funds. The amount of funds allocated for this assignment is stated in the Letter of Invitation, exclusive of VAT. The financial proposal shall cover all foreign and local costs of services for this assignment including costs of staff in the field and in the home office. The financial proposal shall be based on a minimum of home office contribution during the assignment. It shall also cover international travel (economy class or equivalent), preparation of final reports, equipment, insurance, office supplies, subsistence, local transport, facilities, equipment, and all related expenses. The consultant shall be responsible for all direct and indirect tax liabilities (if any) arising out of or connected to the performance of the services wherever they arise.

The rates and prices shall be fixed for the duration of the assignment and no currency fluctuation or other adjustments will be made.

PIU costs including fees and office costs shall be paid by the PMU Consultant. For payments for PIU costs, the PMU Consultant shall have a legal entity, preferably Ukrainian.

The Budget for PIU costs for all sub-projects for this contract is up to EUR 458,000. This amount must be included unchanged in the Budget breakdown.

(e)Contract. A lump-sum contract will be concluded for the assignment, subject to EU funds having been provided to Nefco for the purpose.

3. Evaluation of Proposals

3.1. Evaluation of the proposals will be carried out by an evaluation committee appointed by NEFCO.

3.2. A two-stage procedure is adopted for evaluating the proposals. The technical proposals will be evaluated first, merit points awarded and the proposals ranked in order of their respective merit points, prior to the

opening and evaluation of financial proposals. Quality of the technical proposal, particularly that of the staff proposed, shall be the principal criterion for evaluation of proposals and selection of consultants.

3.3. *Technical proposals* shall be evaluated and merit points awarded based on the following factors:

- (a) The firm’s experience in the disciplines forming part of the total assignment, with specific reference to experience in Ukraine;
- (b) The approach to the assignment, the suggested work programme and organisation and composition of the proposed team of experts, plus comments, if any, on the methodology in response to the Terms of Reference; and
- (c) The qualifications, experience and competence of the experts proposed for the assignment as well as the workload of the experts in other ongoing assignments and their availability to undertake the assignment in case of an award.

See further the scoring table below. All evaluations will be made relating to the Required Qualifications in the Terms of Reference.

3.4. A technical proposal may be treated as non-responsive if information with respect to any of the factors (a), (b) or (c) as requested above in section 3.3 is omitted. Only firms (i) awarded a minimum of 70 technical proposal merit points and (ii) having technical merit points within 15 points of the highest technical score will be considered for the second stage (financial evaluation). If no firm scores the required minimum of technical points, NEFCO reserves the right to negotiate with the firm scoring the highest technical points, or to reject all proposals.

3.5. A firm will be excluded from the evaluation if, at the discretion of NEFCO, the firm has been, or might be placed, in a conflict of interest position in the procurement process or the performance of the contract. Firms, which believe such a situation may exist, shall seek guidance from NEFCO prior to preparing the technical proposal.

3.6. The specific evaluation criteria are listed below:

| | PRINCIPAL FACTORS IN EVALUATION | Maximum points |
|---|---|----------------|
| 1 | Experience of Consulting firm | |
| | a) Experience in project preparations, management, design, procurement, and supervision of municipal projects funded by international organisations | 10 |
| | b) Experience in municipal infrastructure in Ukraine | 10 |
| | Subtotal 1 | 20 |
| 2 | Approach and methodology | |
| | a) Relevance to the Terms of Reference | 5 |
| | b) Suggested work programmes | 5 |
| | c) Staffing plans | 5 |
| | Subtotal 2 | 15 |
| 3 | Qualifications and competence of key experts | |
| | 1) Team Leader | 15 |

| | | |
|--|--|-----|
| | 2) Deputy team leader | 10 |
| | 3) Expert in the implementation of municipal projects | 5 |
| | 4) Expert on EE and RES in buildings | 5 |
| | 5) Lead Procurement expert | 10 |
| | 6) Senior Procurement experts | 5 |
| | 7) Senior Procurement and financing expert | 5 |
| | 8) Environmental and social expert (international/local) | 4 |
| | 9) Public Awareness expert | 3 |
| | 10) Non-key experts | 3 |
| | Sub-total 3 | 65 |
| | TOTAL | 100 |

3.7. The financial proposals will be opened and evaluated only after the technical evaluation has been completed and merit points awarded to each proposal. The financial proposal emails of only those firms that have qualified for the financial evaluation in accordance with section 3.4 above will be opened for financial evaluation. The financial proposals of the remaining firms will remain unopened and will be returned, after NEFCO has awarded a contract to the selected firm.

3.8. Correction of Errors. Activities and items described in the technical proposal but not priced in the financial proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the financial proposal.

Lump-sum contract. Lump-sum contract. The consultant is deemed to have included all prices in the financial proposal, so neither arithmetical corrections nor price adjustments will be made. The total price, net of VAT, specified in the financial proposal (Form FIN-1) will be considered as the offered price.

3.9. The financial proposal representing the lowest evaluated price will be given the score 100; others are rated as follows:

$$\text{Financial score of firm A} = \frac{\text{lowest evaluated price}}{\text{price of firm A}} \times 100;$$

If the financial proposal exceeds the indicated available funds it may be rejected at the discretion of NEFCO. Financial proposals including cost components in other currencies than EUR shall be converted to EUR according to the exchange rates published by the European Central Bank on the submission date of the proposal.

3.10. In the final evaluation combining the technical and financial scores, the technical merit score will be given a weight of 80 percent and the financial score shall be given a weight of 20 percent. The firm with the highest evaluated weighted score will be invited to contract negotiations.

4. Contract Negotiations and Award

4.1. NEFCO reserves the right to reject all proposals.

4.2. The consultancy services are expected to commence no later than within 14 days after the conclusion of the consultancy agreement. Contract negotiations will be carried out by representatives of NEFCO.

4.3. The costs of preparing a proposal and of negotiating and concluding a contract are not reimbursable as costs of the assignment.

- 4.4. NEFCO expects to conclude a contract on the basis of the experts named in the proposal and will require, in the contract negotiations, assurances that these experts can, in fact, be made available. NEFCO will, at its sole discretion, consider substitutions only in case the commencement of the assignment would otherwise be delayed, for reasons unrelated to selected consultant, or, exceptionally, because of incapacity of an expert for reasons of health. The desire of a firm to use an expert on another project will not be accepted as a reason for substitution of staff and may result in the rejection of the firm in question.
- 4.5. The firm (or the leading consultant, if there are several partners) that submitted the first-ranked proposal will be invited to discuss technical and financial details of the proposal and the terms of the contract without delay. Discussions will commence with a review of the technical proposal, the proposed approach and work plan, staffing and any suggestions the consultant may have made to improve the Terms of Reference. Agreements will be reached, first, on the final Terms of Reference, work plan, time schedule, the staff to be employed, their periods of work in the field and in the home office, frequency and timing of home travel, housing costs, budget to be allocated for the provision of office equipment, and next, on the facilities and services to be provided by local counterparts. Thereafter, financial negotiations will begin with discussions of the proposed fee rates for each team member, and of other costs as indicated by the consultants. In subsequent negotiations, the reasonableness of each item included in the Financial Proposal of the selected firm will be assessed. Consultants shall be prepared to disclose during negotiation data backing up the consultant fees and other costs and be aware and accept that the proposed rates and other costs will be subject to scrutiny and possible negotiation.
- 4.6. The representatives of the consulting firm invited for contract negotiations must be authorised (on behalf of all bidding partners) to discuss and agree on the technical and financial aspects of the proposal as well as the terms and conditions of contract and to conclude a binding agreement. Should the discussions with the first invited firm prove unproductive and/or unsatisfactory, the firm submitting the next-ranked proposal will be invited instead (and so on, if necessary, until an agreement is concluded). As soon as the contract is signed with the finally selected consulting firm, other firms will be informed accordingly.
- 4.7. Payments will be made to the Consultant from the Technical Assistance for “Housing for internally displaced persons (IDPs) and recovery of liberated cities in Ukraine”. The Consultant will be paid only for work performed based on the payment schedule finalised at the contract negotiations. Payments will be made in 30 days after receiving the Consultant’s invoice.

Section 3 – Technical Proposal – Standard Forms

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: NEFCO

Dear Sirs,

We, the undersigned, offer to provide the consulting services for “Project Management (“PMU”) and Project Implementation (“PIU”) support for the Action “Housing for internally displaced persons (IDPs) and recovery of liberated cities in Ukraine” in accordance with your Request for Proposals dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate email.

[We are submitting our Proposal in association with: [insert a list with full name and address of each associated Consultant/member of Consortium].]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation or misrepresentation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal as defined in the Letter of Invitation, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us during this period, and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause 4.2 of the Instructions to Consultants.

We understand that you are not bound to accept any proposal you receive.

We hereby accept the Agreement and the General Conditions of Contract for Consultant’s Services attached as Annex 1 to your RFP.

Yours sincerely,

Authorized Signature [In full and the original copy initialized]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2
CONSULTANT'S ORGANISATION AND EXPERIENCE

A - Consultant's Organisation

Provide here a brief (max 2 pages) description of the background and organisation of your firm/entity [as well as of each subconsultant] for this assignment.

B - Consultant's Experience

Please provide information on each assignment, relevant for this assignment, for which your firm [and each joint venture/consortium partner and subconsultant] was legally contracted either individually as a corporate entity or as one of the major companies within a consortium, for carrying out consulting services similar to the ones requested under this assignment (max 1 page per project and 5 pages in total) including information on contract value, contracting entity/client, project location/country, duration (months and years), expert months provided (if different from duration), main activities and objectives.

FORM TECH-3
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A – Comments and Suggestions on the Terms of Reference

Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions shall be concise and to the point, and incorporated in your Proposal.

FORM TECH-4**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (max 8 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organisation and Staffing.

a) Technical Approach and Methodology. In this chapter you shall explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You shall highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You shall also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plans. In this chapter you shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plans shall be consistent with the technical approach and methodology, showing understanding of the Terms of Reference and ability to translate them into feasible work plans. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plans shall be consistent with the Work Schedule of Form TECH-8.

c) Organisation and Staffing. In this chapter you shall propose the structure and composition of your team. You shall list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

CVs may be provided in any format you prefer, but shall as a minimum clarify the following issues for every member of the proposed professional staff:

1. Proposed Position [*only one candidate shall be nominated for each position*]:
 2. Name of Firm [*insert name of firm proposing the staff*]:
 3. Name of Staff:
 4. Date of Birth:
 5. Nationality:
 6. Education:
 7. Membership of Professional Associations:
 8. Other Training:
 9. Countries of Work Experience:
 10. Languages [*for each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
 11. Employment Record Relevant to the Assignment:
 12. Adequacy for the Assignment: Detailed Tasks Assigned [*list all tasks to be performed under this assignment*] and Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks:
- Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by NEFCO, and/or sanctions by NEFCO.

{day/month/year}

| | | |
|----------------|-----------|------------------|
| Name of Expert | Signature | Date |
| | | {day/month/year} |

| | | |
|---|-----------|------|
| Name of authorized Representative of the Consultant (the same who signs the Proposal) | Signature | Date |
|---|-----------|------|

FORM TECH-7 STAFFING SCHEDULE

For professional staff the input shall be indicated individually; for support staff it shall be indicated by category. Weeks are counted from the start of the assignment. Indicate home and field work separately - field work means work carried out at a place other than in the home office.

| No | Name of Staff | Staff input (in the form of a bar chart) | | | | | | | | | | | | | | Total staff-week input | | | | |
|---------|---------------|--|---|---|---|---|---|---|---|---|----|----|----|----------|--|------------------------|-------|-------|--|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | | Home | Field | Total | | |
| Foreign | | | | | | | | | | | | | | | | | | | | |
| 1 | | <i>(Home)</i> | | | | | | | | | | | | | | | | | | |
| | | <i>(Field)</i> | | | | | | | | | | | | | | | | | | |
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| 1 | | <i>(Home)</i> | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | Total | | | | | | |

FORM TECH-8
WORK SCHEDULE

| No. | Activity | Weeks | | | | | | | | | | | | | |
|-----|----------|-------|---|---|---|---|---|---|---|---|----|----|----|---|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | |
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Indicate all main activities of the assignment, including delivery of report (e.g inception, interim, and final reports) and other relevant benchmarks. Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9
COVENANT OF INTEGRITY

to the Purchaser/Client/Employer/NEFCO
from a Tenderer/Contractor/Supplier/Service Provider/Consultant
to be attached to its tender
(or to the contract in the case of a negotiated procedure)

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors ("the Parties"), where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practices (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the "Contract") and covenant to so inform you if any instance of any such Prohibited Practices shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant of Integrity (the "Covenant").

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If any of the Parties, where these exist and as applicable, (i) have been convicted in any court of any offence involving Prohibited Practices in connection with any tendering process or provision of works, goods or services during the five (5) years immediately preceding the date of this Covenant, or (ii) have been dismissed or resigned from any employment on the grounds of being implicated in any Prohibited Practices, or (iii) have been excluded from participation in a tendering procedure, or is under investigation, by Nordic Environment Finance Corporation (NEFCO) or by any national or EU institutions or any international financial institution or other sanctions authority, which NEFCO deems relevant, or the United Nations Security Council, we shall give details of any event in (i)-(iii) above together with details of the measures that we have taken, or shall take, to ensure that no Party will commit any Prohibited Practices in connection with the Contract [*give details if necessary*].

In the event that we are awarded the Contract, we grant the Purchaser/Client/Employer/NEFCO and auditors appointed by any of them, as well as any authority or body having competence under relevant legislation, the right of inspection of our records and those of all our subcontractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six (6) years from the date of performance of the Contract."

For the purpose of this Covenant, "Prohibited Practices" includes:

- Abuse meaning theft, misappropriation, waste or improper use of property or assets related to the Contract, either committed intentionally or through reckless disregard;
- Coercion meaning impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
- Collusion meaning an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;

- Corruption meaning the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
- Fraud meaning any act or omission, including misrepresentation or concealing a material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other benefit or undue advantage for oneself or for a third party, or to avoid an obligation;
- Obstruction meaning:
 - (i) deliberately destroying, falsifying, altering or concealing evidence material to an investigation;
 - (ii) making false statements to investigators in order to materially impede an investigation;
 - (iii) failing to comply with requests to provide information, documents or records in connection with an investigation;
 - (iv) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a NEFCO investigation or from pursuing an investigation; or
 - (v) materially impeding NEFCO's contractual rights of audit or access to information; and
- Money laundering meaning
 - (i) the conversion or transfer of property, knowing that such property is derived from criminal activity, to conceal and disguise the illicit origin of the property, or assisting any person who is involved in the commission of such activity to evade the legal consequences of this action;
 - (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing such property is derived from criminal activity;
 - (iii) the acquisition, possession or use of property knowing, at the time of receipt, that such property was derived from criminal activity; or
 - (iv) participation or assistance in any of the activities above; and
- Financing of terrorism meaning the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out terrorist activities (the "terrorist activities" shall have the same meaning as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism).

Date:

Signature:

[Name and position]

for and on behalf of

[Name of the firm/individual or joint venture]

Note: When so required by NEFCO this Covenant must be sent to NEFCO together with a copy of the contract documents. In other cases, it must be kept by the Beneficiary and available upon request from NEFCO

Section 4 – Financial Proposal – Standard Form

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: NEFCO

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management (“PMU”) and Project Implementation (“PIU”) support for the Action “Housing for internally displaced persons (IDPs) and recovery of liberated cities in Ukraine” in accordance with your Request for Proposals dated [*insert date*] and our Technical Proposal. Our attached Financial Proposal is for the Total Cost of [*insert currency and amount(s) in words and figure*]. This amount is exclusive of the applicable VAT].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from the contract negotiations, up to expiration of the validity period of the Proposal as defined in the Letter of Invitation. We understand that any final rates and prices resulting from the contract negotiations will remain fixed until the end of the assignment.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and execution of contract, if we are awarded the contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

[*If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”*]

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*in full and the original copy initialized*]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2
SUMMARY OF COSTS

| Type of cost | Costs | |
|-----------------------|---------|------------|
| | EUR | [currency] |
| PMU Cost | | |
| Remuneration | | |
| Reimbursable Expenses | | |
| Subtotals for PMU | | |
| PIU Budget | 458,000 | EUR |
| Grand total in EUR | | |

The relevant grand total must coincide with the Total Costs of the Financial Proposal given in Form FIN-1. For each currency, Remuneration and Reimbursable Expenses must respectively coincide with the relevant Total Costs indicated in Forms FIN-3, and FIN-4.

**FORM FIN-3
BREAKDOWN OF REMUNERATION**

When used for lump-sum contract assignment, information to be provided in this form shall only be used to demonstrate the basis for the calculation of the contract’s ceiling amount and, if needed, to establish payments to the Consultant for possible additional services requested by NEFCO. This form shall not be used as a basis for payments under lump-sum contracts.

| A. Remuneration _____ | | | | | | | | |
|-----------------------|-------------------|-------------------------|---|--|-----------------------------|-----------------------------|----------------------------|-------------------------------|
| No. | Name ² | Position (as in TECH-6) | Person-month Remuneration Rate ⁴ | Time Input in Person/Month (from TECH-6) | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
| Key Experts | | | | | | | | |
| K-1 | | | [Home] | | | | | |
| | | | [Field] | | | | | |
| K-2 | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Non-Key Experts | | | | | | | | |
| N-1 | | | [Home] | | | | | |
| N-2 | | | [Field] | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total Costs | | | | | | | | |

**FORM FIN-4
BREAKDOWN OF REIMBURSABLE EXPENSES**

When used for lump-sum contract assignment, information to be provided in this form shall only be used to demonstrate the basis for calculation of the contract ceiling amount and, if needed, to establish payments to the Consultant for possible additional services requested by NEFCO. This form shall not be used as a basis for payments under lump-sum contracts.

| B. [Reimbursable] _____ | | | | | | | | |
|-------------------------|---|----------|-----------|----------|-----------------------------|-----------------------------|----------------------------|-------------------------------|
| N ^o | Type of [Reimbursable Expenses] | Unit | Unit Cost | Quantity | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
| | {e.g., subsistence costs**} | {Day} | | | | | | |
| | {e.g., International flights} | {Ticket} | | | | | | |
| | {e.g., In/out airport transportation} | {Trip} | | | | | | |
| | {e.g., Communication costs between Insert place and Insert place} | | | | | | | |
| | {e.g., Reproduction of reports} | | | | | | | |
| | {e.g., Office rent} | | | | | | | |
| | | | | | | | | |
| | {Training of the project owner's personnel – if required in TOR} | | | | | | | |
| Total Costs | | | | | | | | |

Annex 1: NEFCO's General Terms and Conditions for Consultancy Services

Annex 2: Terms of Reference

Annex 3: Securedmail manuals

Annex 3: Securedmail manuals

securedmail.eu

Secure email and data transfer

How to send a secure message to a Securedmail user

procurement@nefco.int:

Go to the website www.securedmail.eu.

Type recipient's email address procurement@nefco.int into the field "Send a secure message to a recipient" and click "Send".

Alternatively, you can attach this link to your browser:

<https://www.securedmail.eu/message/procurement@nefco.int>

A display for composing the secured message opens. Type your own e-mail address in the uppermost field. A delivery confirmation request will be sent to this address to verify your identity. Type the subject, message and include attachment(s). You can accept the suggested random password or replace it and enter your own password. The password is delivered automatically to the recipient's mobile phone via SMS.

Click "Send".

You will receive a confirmation request from the Securedmail server to your e-mail address, and you'll have to confirm it by clicking a link in the message. The message will not be sent to the recipient until you have clicked the confirmation!



NEFCO'S GENERAL TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

1 RESPONSIBILITY, PROFESSIONAL PRACTICE, INTEGRITY, IMPARTIALITY AND INDEPENDENCE

- 1.1 The Consultant shall be fully responsible for the Services and perform them in an objective and professional manner in compliance with best industry practice for similar services.
- 1.2 While providing the Services, the Consultant shall protect NEFCO's interests and act dutifully and transparently towards NEFCO.
- 1.3 The Consultant shall not receive or request instructions for the performance of the Services from any other party than NEFCO (unless otherwise explicitly instructed by NEFCO).
- 1.4 The Consultant shall during the Assignment remain financially and otherwise independent of other consultants, manufacturers, suppliers, contractors and other actors and/or factors that may prejudice the Consultant's objectivity. In particular the Consultant shall not accept any referral fee or other compensation from other consultants, manufacturers, suppliers, or contractors recommended by the Consultant.
- 1.5 The Consultant shall promptly inform NEFCO of any assignment or relation with a third party which might affect or be seen to affect the Consultant's impartiality or create a potential conflict of interest in relation to the Assignment.
- 1.6 The Parties are independent parties and the Parties agree that the Agreement shall not be deemed as an employment agreement and that the Consultant is not, nor any other person performing services under this Agreement, engaged by NEFCO as an employee but as an independent consultant and that relevant provisions of the Swedish Employment Protections Act (1982:80) shall not be applicable on the Parties' arrangement under this Agreement.

2 TIME SCHEDULE, INFORMATION, ASSIGNED PERSONNEL AND COOPERATION WITH THIRD PARTIES

- 2.1 The Services shall be provided in accordance with the time schedule in the Special Terms and Conditions and as possibly described in more detail in the annexes. The Consultant shall ensure that the agreed time schedule is adhered to.
- 2.2 The Parties shall keep each other timely informed about events or matters relevant for the performance of the Services. The Consultant shall without delay inform NEFCO Responsible person of any events which have had or are likely to have an adverse impact on the Consultant's provision of the Services within the agreed time schedule and/or otherwise negatively impact the Consultant's performance and/or fulfilment of the Services. Any delay or other underperformance in carrying out the Services shall be subject to the remedies set out in Sections 4, 5 and 17.
- 2.3 The Services shall be carried out personally by the Consultant or the personnel of the Consultant as set out in Section 1 of the Special Terms and Conditions and as possibly described in more detail in the annexes (the "**Assigned Personnel**"). If the Consultant should wish to engage a subcontractor to perform a certain part of the Services, the matter shall be discussed with NEFCO, including its possible effects on the Consultant's remuneration, and can only be done subject to NEFCO's prior written approval. Notwithstanding such approval, the Consultant shall remain fully responsible and liable for the performance of the Services, including any Services provided by its subcontractors as if they had been carried out by the Consultant.
- 2.4 The Consultant shall, without unreasonable delay and at no cost to NEFCO, be obliged to replace any Assigned Personnel performing the Services, who NEFCO reasonably considers is lacking the necessary competence, whom NEFCO finds it manifestly difficult to collaborate with or whose conduct is inconsistent with what NEFCO reasonably expects. The

identity of such replacing personnel as well as any other changes of the Assigned Personnel and any possible effects on the Consultant's remuneration, shall be subject to NEFCO's prior written approval (except if triggered by a *force majeure* situation). If approved by NEFCO, the replacing personnel shall become Assigned Personnel. Any changes in the Assigned Personnel shall not affect the agreed time schedule, in the absence of NEFCO's prior written consent.

- 2.5 If and to the extent relevant, the Consultant shall while providing the Services co-operate with other parties as may be determined by NEFCO.

3 CHANGE REQUEST

- 3.1 NEFCO and/or the Consultant may request the other Party to make changes to the Services to be provided.

- 3.2 In such case, the requesting Party shall submit a written request (the "**Change Request**"). The Change Request shall contain a description of the content of the proposed change as well as the reasons for the change and the effect the change is deemed to have on the Services.

- 3.3 The receiving Party shall within reasonable time review the Change Request in terms of its possible impact on the agreed Total Fee, time schedule and/or other agreed terms and conditions, and each Party shall be entitled to either approve or reject the Change Request.

- 3.4 If the Change Request is accepted by the other Party, the change shall be formalized through both Parties approving it in writing and the change shall thereafter be considered as an amendment to the Agreement.

- 3.5 The Parties agree and acknowledge that comments to form or substance, revision, adjustment, correction and/or supplemental requirements to bring the Services to a final and acceptable/agreed form (including all reasonable incidental work related thereto, such as meetings, telephone calls, correspondence etc.) shall not be considered as changes to the Services in terms of Sections 3.1 to 3.4 above.

4 ERRORS, OMISSIONS AND DELAY

- 4.1 The Consultant shall, at no cost to NEFCO, assume responsibility for correcting any errors and/or omissions in the performance of the Services.

- 4.2 In the event that the Consultant is delayed in performing the Services or a material error, defect and/or non-conformity occurs in the Services, and the situation upon NEFCO's request is not remedied or corrected within 30 (thirty) days to NEFCO's satisfaction, NEFCO shall (without prejudice to NEFCO's other rights under the Agreement, including, without limitation, the right to liquidated damages in accordance with Section 5) have the right to:

- (i) accept the Services in their then current form at a reduced price which corresponds to the value of the actually delivered part; or alternatively;
- (ii) complete itself or appoint a third party to complete the Services at the Consultant's sole cost and expense; or alternatively;
- (iii) terminate the Agreement in whole or in part with immediate effect, while reserving all other rights available to it under the Agreement and applicable law; and in addition to (i) - (iii)
- (iv) seek damages from the Consultant.

5 LIQUIDATED DAMAGES IN CASE OF DELAY

- 5.1 If the Consultant is not able to provide the Services within the agreed time schedule and this is not caused by *force majeure* or circumstances related to NEFCO, then the Consultant shall pay liquidated damages to NEFCO in compensation for the delay.
- 5.2 The liquidated damages shall amount to 0.2 percent of the agreed Total Fee excluding VAT, for each working day the Services are delayed, but in any circumstances limited to a maximum of 50 (fifty) working days. NEFCO shall be entitled to deduct such liquidated damages from any amounts owed by NEFCO to the Consultant under the Agreement.
- 5.3 If only parts of the agreed Services are delayed, the Consultant may request NEFCO to reduce the liquidated damages in such way that the compensation is proportional to the ability of NEFCO to utilise those parts of the Services that have been performed and delivered to NEFCO.
- 5.4 Any claims for liquidated damages shall be presented by NEFCO in writing to the Consultant at the latest 90 (ninety) days from the day on which the Assignment was completed or the Agreement was terminated. If NEFCO should not present a claim to the Consultant within this time limit, NEFCO's right to liquidated damages shall be deemed forfeited.

6 REMUNERATION

- 6.1 The remuneration to be paid by NEFCO to the Consultant in return for the Services shall consist of the fee agreed in the Special Terms and Conditions.
- 6.2 The Total Fee can be either fixed or variable. Variable fees shall be based on performance on a time and material basis.
- 6.3 If agreed in the Special Terms and Conditions, NEFCO shall, against receipts or written clarification, in addition to the Total Fee, pay compensation for the costs listed below:
- (i) reasonable travel costs in economy class including airport transfers;
 - (ii) reasonable accommodation costs in a standard hotel room including breakfast only; and
 - (iii) other expenditures required for providing the Services.
- 6.4 Notwithstanding Section 6.3, NEFCO will not reimburse (i) travel time, or (ii) travel costs within the Helsinki metropolitan area (meaning a range of sixty (60) kilometres measured from the centre of Helsinki).
- 6.5 NEFCO will not pay any daily allowances to the Consultant.

7 TERMS OF PAYMENT

- 7.1 Payment(s) will be made by NEFCO in accordance with the payment schedule agreed in the Special Terms and Conditions. If no payment schedule is agreed, the Consultant shall invoice NEFCO monthly in arrears after the Services have been performed by the Consultant and accepted by NEFCO.

- 7.2 According to Article 9 of the Agreement concerning NEFCO¹, NEFCO is in the Nordic countries exempted from taxation, including VAT, in relation to its official activities. Also, as an international organization, NEFCO is exempted from VAT within the European Union².
- 7.3 Invoices specifying the nature and extent of the Services performed will be paid by NEFCO within 30 (thirty) days from the date of receipt, subject to NEFCO's acceptance of the Services as satisfactory. Should an invoice or a part thereof be disputed by NEFCO, NEFCO will up-front pay the undisputed part.
- 7.4 The Consultant shall submit a written confirmation issued by the account-holding bank confirming that the Consultant is the legal owner of the bank account to which the payment is requested to be made.
- 7.5 At the latest within 90 (ninety) days after completion of the Assignment, the Consultant shall submit a final invoice specifying any outstanding payments with respect to the Services provided under the Assignment. NEFCO's payment of the final invoice will only take place once NEFCO has agreed to that the Assignment has been completed. Any subsequent claim for payment shall entail no more than the right of set-off of any payments owed by NEFCO to the Consultant, unless the Consultant, within the specified time, gives written notification to the effect that an outstanding payment, unknown to him at that time, may lead to a further claim, or can show that the claim is based on the outstanding sum that was unknown to him at the time.
- 7.6 If NEFCO should not make an undisputed payment on time, the Consultant shall be entitled to request interest on the overdue amount if the claim is presented within reasonable time not exceeding 45 (forty-five) days after the overdue date, at an annual interest rate of 9% p.a. (nine per cent per annum) from and including the due date to but excluding the date of actual payment.

8 LIABILITY AND LIMITATION OF LIABILITY

- 8.1 The Consultant shall, subject to the limitations specified below in this Section 8 and any additional provisions agreed in the Special Terms and Conditions, be liable for any damage that the Consultant, its subcontractors or any other party engaged by the Consultant for the performance of the Services, may cause NEFCO to incur as a consequence of the Consultant's wilful misconduct, negligence or breach of the Agreement.
- 8.2 NEFCO's acceptance of the Services shall not release the Consultant from liability.
- 8.3 The total aggregate liability of both Parties under or in relation to the Agreement shall be limited to the higher of (i) 50,000 euro; or (ii) the value of the Total Fee and possible costs compensation paid or payable by NEFCO to the Consultant under the Agreement.
- 8.4 The limitation of liability set out in this Section 8 shall not apply in case of gross negligence, fraud, wilful misconduct, death or personal injury, material breach of the Agreement or breach of the Agreement in relation to the intellectual property rights or indemnification provisions set out in Section 9 or in relation to the confidentiality provision in Section 12. Further, the limitation of liability set out in this Section 8 shall not apply in case the Consultant is liable for payments to any third party in accordance with Section 4.2.

¹Agreement between Denmark, Finland, Iceland, Norway and Sweden concerning the Nordic Environment Finance Corporation, available at NEFCO's website www.nefco.int.

² On the basis of Article 151(1), point b, of Directive 2006/112/EC on the common system of value added tax (as amended by 2009/162/EC) and Article 12(1), point b, of Directive 2008/118/EC concerning the general arrangements for excise duty.



9 RIGHTS OF OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

- 9.1 All rights, title, interest and all intellectual property rights in and to any pre-existing material, information, data, programs, models, methods and/or work created by a Party outside the scope of this Agreement or prior to the execution of this Agreement, shall vest in and remain the sole and exclusive property of that Party.
- 9.2 All rights, title, interest and all intellectual property rights in or relating to the Services shall vest exclusively in NEFCO. The Consultant may retain copies of documents and data, but shall not be entitled to use this material for purposes unrelated to the Services without NEFCO's prior written consent.
- 9.3 Equipment, vehicles and materials made available to the Consultant by NEFCO, or purchased by the Consultant wholly or partly with funds supplied or reimbursed by NEFCO under this Agreement shall be the property of NEFCO and shall be marked as such. Upon completion of the Services or termination of the Agreement, the Consultant shall make available to NEFCO an inventory of such equipment, vehicles and materials and shall dispose of same equipment, vehicles and materials in accordance with NEFCO's instructions.
- 9.4 For the avoidance of doubt, nothing in this Agreement shall limit a Party's right to use the general professional skills, experience and know-how acquired and/or applied by it under or in relation to this Agreement for the benefit of itself or a third party.
- 9.5 The Consultant shall indemnify, defend and hold NEFCO harmless from any and all claims, suits, actions or demands asserted against NEFCO world-wide, and against all liabilities, damages, losses, costs and expenses (including but not limited to attorney's fees) which NEFCO may incur when arising directly or indirectly from any infringement or alleged infringement of any patent, trademark, copyright or design or any other intellectual property right of a third party, if such claim, demand, suit or action may be attributable to the Consultant's provision of the Services. Should an intellectual property claim, or threat for such claim, arise, the Parties shall seek to agree on appropriate measures to address the matter. The cost for the defence against any such claim shall be entirely borne and covered by the Consultant as set out above.
- 9.6 No limitation(s) of liability set out in the Agreement or otherwise shall apply to the indemnification undertaking to hold NEFCO harmless as set out in Section 9.5 above.

10 INSURANCE

- 10.1 The Consultant shall maintain adequate insurance for any liability under this Agreement, including for safeguarding of the documents and other property of NEFCO, which may be in the Consultant's possession during the Assignment.
- 10.2 Unless otherwise agreed between the Parties, the Consultant shall maintain adequate professional liability insurance throughout the entire period of the Assignment.
- 10.3 The Consultant shall be responsible for insuring its Assigned Personnel, and for ensuring that any subcontractor(s) is similarly insured, against death, injury, loss of property and illness. The Consultant shall also be responsible for ensuring that adequate travel insurance is in place.
- 10.4 Upon NEFCO's request, the Consultant shall provide evidence demonstrating that sufficient insurance is in place.



11 LEGAL STATUS OF NEFCO

11.1 The Consultant expressly acknowledges NEFCO's legal status as an international organisation, vested with certain immunities and privileges, and the impact this special legal status has on NEFCO's contractual obligations as follows:

- (i) NEFCO is a legal person under international law and is governed solely by and operates under its constituent documents;
- (ii) NEFCO enjoys immunity from jurisdiction, which means that the chosen dispute resolution mechanism shall be arbitration and only a final arbitral award is binding upon NEFCO;
- (iii) NEFCO itself, its property and assets (wherever located and by whomsoever held) are immune from search, requisition, confiscation and expropriation by executive and legislative actions (including any interim court orders, injunctive reliefs etc.);
- (iv) NEFCO's premises, archives, and all documents belonging to NEFCO or held by NEFCO are inviolable and the communications of NEFCO are protected by bank secrecy and are confidential;
- (v) NEFCO has its own established governing and supervisory bodies and, therefore, NEFCO is exempted from audit inspections and disclosure requirements under national laws or as otherwise may be imposed on a party through a contractual relationship; and
- (vi) NEFCO is not bound by any national or EU legislation on protection of personal data. NEFCO's Global Privacy Policy (available at NEFCO's website) provides information on why and how personal data is processed at NEFCO.

11.2 Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any immunities, privileges or exemptions accorded to NEFCO pursuant to the Agreement concerning NEFCO, any international convention or any applicable law. Notwithstanding the foregoing, NEFCO has made an express submission to arbitration under Section 16 and accordingly, and without prejudice to its other privileges and immunities (including, without limitation, the inviolability of its archives), it acknowledges that it does not have immunity from suit and legal process in respect of the enforcement of a final arbitral award duly made against it as a result of its express submission to arbitration pursuant to Section 16.

12 CONFIDENTIALITY

12.1 The Consultant understands and agrees that as part of the Assignment, the Consultant may get access to information (in hard copy, electronic format or verbally) that relates to NEFCO's or NEFCO's clients' and cooperation partners' past, present or future operations, businesses, research, development, finances, services and technical know-how or knowledge (the "**Confidential Information**"). Any information related to NEFCO and its activities is protected by bank secrecy and shall therefore be treated as Confidential Information and be subject to the confidentiality obligation set out in this Section 12. Furthermore, all information contained in this Agreement shall be deemed Confidential Information.

12.2 The Consultant undertakes to keep confidential any Confidential Information it may receive from NEFCO, a client of NEFCO or any third party under or in connection with this Agreement and, save as specifically permitted below, not to divulge this information to any third party without NEFCO's prior written consent. The Consultant undertakes to use the Confidential Information solely for the purposes of this Agreement.

- 12.3 Save as may follow from statutory obligations of confidentiality, the above shall not apply to any information that:
- (i) is in the public domain at the time of disclosure or later becomes a part of the public domain through no breach of this Agreement;
 - (ii) is received by the Consultant in good faith from a third party who is under no obligation of confidentiality with respect thereto;
 - (iii) is known to the Consultant without any obligation of confidentiality prior to disclosure by NEFCO;
 - (iv) is independently developed by the Consultant without utilizing the Confidential Information as evidenced by the Consultant's written records;
 - (v) is expressly authorised to be disclosed by NEFCO in writing; or
 - (vi) is required to be disclosed by law or in accordance with the requirement of a supervisory or regulatory authority to which the Consultant is subject to. For the sake of clarity, the Consultant expressly acknowledges that NEFCO enjoys inviolability of its archives and communication, including any data, information and material, and therefore any disclosure in accordance with this subsection shall always be subject to NEFCO's prior written consent. Any such authorised disclosure shall only be made to the extent required.
- 12.4 The Consultant may give access to Confidential Information received from NEFCO to its Assigned Personnel and/or subcontractors (if any) only on a need-to-know basis, and provided that there is always a clear understanding of the confidential nature of the information as set out in this Section. The Consultant further represents and warrants that it will ensure that the Assigned Personnel and/or subcontractors (if any) will agree to be bound and adhere to the confidentiality obligations set out in this Section. The Consultant also accepts that all Assigned Personnel performing the Services shall, at NEFCO's request, be obliged to sign a separate confidentiality agreement.
- 12.5 The Consultant shall exercise its utmost care in safeguarding that the Confidential Information is appropriately processed, stored, handled and protected.
- 12.6 The rights and obligations set out in this Section shall survive the expiry or termination of this Agreement. Upon expiry or termination of the Agreement for any reason, the Consultant shall immediately cease using the Confidential Information and, upon NEFCO's request, destroy or promptly return all concerned material (and all copies thereof) to NEFCO and confirm to NEFCO, within 15 (fifteen) days after NEFCO's request, that all of the Confidential Information has been destroyed or returned.

13 PERSONAL DATA PROTECTION

- 13.1 The Consultant shall at all times comply with the applicable data protection laws in processing any personal data, including by procuring all requisite consents where necessary, including where explicit consent is required.
- 13.2 The Consultant
- (i) has introduced and applies appropriate data protection policies and procedures concerning the collection, use, storage, retention, transfer and security of personal data;
 - (ii) has implemented regular staff training, using testing, audits or other documented mechanisms to ensure and monitor compliance with those policies and procedures;



- (iii) has ensured that only authorised personnel has access to personal data and that such access has only been granted on a need to know basis; and
- (iv) maintains complete, accurate and up to date records of all of its personal data processing activities as required by the applicable data protection laws.

14 AUDITING, ANTICORRUPTION AND ETHICAL CONDUCT

- 14.1 The Consultant shall (i) keep accurate and systematic accounts and records with respect to the Services provided under the Agreement, in accordance with internationally accepted accounting principles and in a form and detail which clearly identifies all relevant charges and costs, and their basis; and (ii) upon request up to two (2) years from the expiration or termination of the Agreement, permit NEFCO or its designated representative to inspect these accounts and records and to make copies thereof as well as to have them audited by auditors appointed by NEFCO.
- 14.2 The Consultant acknowledges and confirms that it is aware of and undertakes to comply with NEFCO's Policy on Anticorruption and Compliance, available at NEFCO's website (the "**Anticorruption Policy**"), which includes specifically an undertaking to (i) not engage directly or indirectly in any abuse, coercion, collusion, corruption, fraud, obstruction, money laundering or financing of terrorism as defined in the Anticorruption Policy (the "**Prohibited Practices**"), and (ii) promptly, upon becoming aware of any suspected or alleged Prohibited Practices in relation to the Services or the Agreement, notify NEFCO in writing.
- 14.3 The Consultant acknowledges and confirms that it is aware of and undertakes to comply with NEFCO's Policy on Prevention of Sexual Exploitation, Sexual Abuse and Sexual Harassment, available at NEFCO's website (the "**SEAH Policy**"), which includes specifically an undertaking to (i) refrain from directly or indirectly participating or engaging in any form of sexual abuse, sexual exploitation or sexual harassment as defined in the SEAH Policy, and (ii) promptly, upon becoming aware of any suspected or alleged SEAH in relation to the Services or the Agreement, notify NEFCO in writing.
- 14.4 The Consultant undertakes while performing the Services to observe the highest ethical standards and to follow all applicable laws, including but not limited to those relating to payment of taxes and/or social security contributions in accordance with the laws of the country in which the Consultant is domiciled, operates or where the Services are performed.
- 14.5 The Consultant shall provide NEFCO or any designated NEFCO representative its full and timely cooperation during any integrity due diligence process or investigation relating to a suspected or alleged breach of the Anticorruption Policy or the SEAH Policy, and shall require its agents, attorneys, accountants or other advisers, to cooperate as reasonably required during any due diligence, audits or investigations carried out by NEFCO. The Consultant shall also make relevant personnel available for a meeting with the NEFCO representative.
- 14.6 NEFCO shall, in its sole discretion, have the right to terminate the Agreement with immediate effect, should it become apparent in the reasonable opinion of NEFCO that the Consultant, the Assigned Personnel or any other parties involved in the provision of the Services have engaged in Prohibited Practices or in SEAH, and/or have not adhered to the obligations under this Section 14.

15 REFERENCE RIGHT

- 15.1 The Consultant shall be entitled to use NEFCO name as a reference for marketing or other purposes subject to NEFCO's prior written consent in each individual case.

16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.
- 16.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, which has not been settled amicably by mutual agreement of the Parties within 60 (sixty) days after the other Party's receipt of a written request for negotiations by either Party to such effect, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").
- 16.3 The Rules for Expedited Arbitrations of the SCC (the "**Expedited Rules**") shall apply where the amount in dispute does not exceed EUR 300,000. Where the amount in dispute exceeds EUR 300,000, the Arbitration Rules of the SCC (the "**Arbitration Rules**") shall apply. The arbitral tribunal shall be composed of a sole arbitrator appointed in accordance with the Expedited Rules or Arbitration Rules, as relevant. The amount in dispute shall be calculated as including the claims made in the request for arbitration and any counterclaims made in the answer to the request for arbitration. With reference to points 11.1 (ii) and 11.1 (iii) in Section 11 of this Agreement, Article 38 (Interim measures) of the Expedited Rules and Article 37 (Interim measures) of the Arbitration Rules shall not be applicable to NEFCO during the arbitral proceeding.
- 16.4 The legal seat and place of arbitration shall be Stockholm, Sweden. The arbitrator may, at /her discretion, hold hearings, meetings and deliberations at any other convenient geographical place in order to secure the efficient and cost-effective conduct of the proceedings.
- 16.5 The language to be used in the arbitral proceedings (including the documentation) shall be English.
- 16.6 The arbitral award shall be final and binding upon the Parties.

17 TERM AND TERMINATION

- 17.1 The Agreement shall become effective and binding upon signing by both Parties and shall remain effective until both Parties have fulfilled their respective obligations under the Agreement, unless terminated earlier in accordance with this Agreement.
- 17.2 NEFCO shall be entitled to terminate the Agreement with 30 (thirty) days prior written notice. In such case the Consultant shall be entitled to compensation, in accordance with this Agreement, (i) for the Services carried out until the notice of termination was made and (ii) for occurred verified necessary expenses which have not yet been reimbursed.
- 17.3 NEFCO shall be entitled to terminate the Agreement with immediate effect upon written notice, if the Consultant files for bankruptcy or is put into liquidation, receivership or becomes insolvent. In such case the Consultant shall be entitled to compensation, in accordance with this Agreement, (i) for the Services carried out until the notice of termination was made and (ii) for occurred verified necessary expenses which have not yet been reimbursed.
- 17.4 Either Party shall be entitled to terminate the Agreement with 30 (thirty) days prior written notice, if there is a *force majeure* event that continues for more than 30 (thirty) days or if the other Party is in material breach of its obligations under the Agreement and the breaching Party fails to remedy such breach within the notice period. Any unpaid fee that is disputed by NEFCO shall not constitute a material breach under this Section.
- 17.5 Upon termination, the results of work carried out shall immediately be handed over to NEFCO, unless otherwise agreed between the Parties.



18 AMENDMENTS TO THE AGREEMENT

- 18.1 Any amendments to the Agreement shall be made in writing and accepted and signed by the authorised representatives of both Parties.

19 TRANSFER OF THE AGREEMENT

- 19.1 The Consultant may not assign or transfer this Agreement or any of its rights or obligations under the Agreement without NEFCO's prior written consent.

20 NOTICES

- 20.1 Any notice to be given by one Party to the other shall be made in writing and deemed properly given or made when delivered to the recipient by hand, registered mail, courier or email during normal business hours to the address and contact person specified in Section 1 of the Special Terms and Conditions (or to such other address as may be notified in writing from time to time by either Party). If given by email, any notice shall promptly be confirmed by registered letter or courier.

21 SURVIVING TERMS

- 21.1 The following Sections of NEFCO's General Terms and Conditions for Consultancy Services shall survive any termination or expiry:

Section 8, Liability and Limitation of Liability;
Section 9, Rights of Ownership, Intellectual Property Rights and Indemnification;
Section 11, Legal Status of NEFCO;
Section 12, Confidentiality;
Section 13, Data Protection;
Section 14, Auditing, Anticorruption and Ethical Conduct;
Section 15, Reference Right; and
Section 16, Governing Law and Dispute Resolution.

Selection of a Project Management Unit (PMU) and
Project Implementation Units (PIUs) to support the
Action “Housing for internally displaced persons (IDPs)
and recovery of liberated cities in Ukraine”

Terms of reference for consultancy services

14 November 2022

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List of Abbreviations

| | |
|-------|--|
| E5P | Eastern Europe Environment and Energy Efficiency Partnership |
| EE | Energy Efficiency |
| ESC | Energy Savings Credit Facility |
| EU | European Union |
| EUD | European Union Delegation to Ukraine |
| IDPs | Internally Displaced Persons |
| IF | Investment Fund |
| IFI | International Financial Institution |
| NEFCO | Nordic Environment Finance Corporation |
| PIU | Project Implementation Unit |
| RES | Renewable energy sources |
| SGUA | EU's Support Group to Ukraine |
| ToR | Terms of Reference |

1. INTRODUCTION

Nordic Environment Finance Corporation (NEFCO) is an international financial institution established by the five Nordic countries. It finances climate related and other environmental investments and projects primarily in Eastern Europe. In 2017 NEFCO's geographical mandate was widened to a global one, with Eastern Europe still remaining as priority.

NEFCO strives to promote energy efficiency projects and initiatives through different programmes and facilities, such as the Investment Fund (IF) and the Energy Savings Credits Facility (ESC) supported by technical assistance and investment grants from different international donors. Besides climate and environment issues, NEFCO is very supportive for social projects that make possible wider number of people to benefit from the municipal development projects.

With some 200 municipal infrastructure and energy efficiency projects, Ukraine is the country where NEFCO has funded the largest number of projects. Projects in public buildings result in significant energy efficiency, cost savings, positive environmental and climate impacts, as well as social benefits.

NEFCO has established NEFCO Green Recovery Programme (the "Programme") for Ukraine to unite resources under one umbrella for addressing urgent war-related and long term sustainability needs of Ukraine with the focus on green recovery. The Action "Housing for internally displaced persons (IDPs) and recovery of liberated cities in Ukraine" (the "Action") is a major part of the Programme.

Today's political and institutional framework conditions in Ukraine are marked by the Russian's unprovoked and unjustified invasion of Ukraine started on the 24 February 2022 and escalating war to Ukraine with repercussions not only in Ukraine, but throughout the World. The war has affected significant material damage on municipal, transport and residential infrastructure that led not only to billions of financial losses of Ukraine but also caused a large migration within Ukraine as well as over the Ukrainian borders to neighbouring countries. According to UN Refugee Agency (UNHCR) as of 21.10.2022¹, 15% of the general population are currently displaced internally within Ukraine, equivalent to 6.2 million individuals. The combined number of those internally displaced and refugees fleeing across the borders is estimated to 12.6 million people². Reportedly, more than 1.4 million people in Ukraine are currently without running water, and 4.6 million are at risk of losing access to piped water³.

As the respond for the war impact, the EU plans to provide financing to selected Ukrainian municipalities in order to organise housing for internally displaced persons (IDPs) and to repair infrastructure facilities in liberated cities of Ukraine while NEFCO will be responsible for the overall coordination and monitoring of the actions. These actions are to be implemented within the Action of the European Union "Housing for internally displaced persons (IDPs) and recovery measures in liberated cities in Ukraine" (hereinafter "the Action") that is aimed to address the needs of IDPs with accommodation and to ensure restoration of municipal services in liberated cities of Ukraine. It is expected that each municipality will receive a grant from the European Union for construction of buildings to be used for accommodation of IDPs or for repair of damaged critical municipal infrastructure (including educational, health, and communal facilities) (hereinafter "sub-projects"). Economically feasible and financially justified green components (e.g. small

¹ https://data.unhcr.org/en/situations/ukraine#_ga=2.195532334.343200454.1666699435-1144600046.1663170375

² UNHCR 21.10.2022: 7.7 million refugees from Ukraine recorded across Europe.. At the same time, authorities have reported some 1.3 million movements back to the country.

³ <https://reliefweb.int/country/ukr>

scale roof PV, solar or heat pump water heating systems, water saving equipment) will be included in all sub-projects under the Action.

The total investment grant amount to be provided by EU within the Action is anticipated to be EUR 64 million.

It is envisaged that Nefco will establish a Project Management Unit (PMU) on the central level to provide support to the project municipalities and ensure that each sub-project's local Project Implementation Unit (PIU) is allocated the assistance required for the implementation of the sub-projects.

At this stage NEFCO is looking to engage a qualified consultant (the PMU Consultant or the Consultant) to support the municipalities and the Project Implementation Units (PIUs) to be established by the PMU Consultant for the implementation of the Action. The PMU Consultant will serve as the PIU Support for all sub-projects and will be responsible for establishing the PIU and hiring PIU members in each project municipality. For this purpose, the PMU Consultant shall have a legal entity, preferably Ukrainian, for payments for PIU costs. The local PIU's will thus be part of PMU (hereinafter both referred to as "the PMU and PIU Consultants" or "the Consultants").

These Terms of Reference (ToR) define the objectives, scope of work, task schedule, deliverables, and qualification requirements for the PMU and PIU Consultants as well as the expected scope and quality of available support from selected municipalities.

2. BACKGROUND INFORMATION

2.1. Justification of the Action

Based on a needs assessment carried out by NEFCO, it was identified that Ukrainian municipalities are searching for housing and premises that meet basic needs for shelter and protection (heating, water and electricity supply) to be used for IDPs accommodation. It should be noted that the vast majority of IDPs have been hosted in the western and central parts of Ukraine (Lviv, Ivano-Frankivsk, Chernivtsi, Zhytomyr, Khmelnytskyi, Ternopil, Volyn and Rivne regions) as these regions may be considered as less-affected from Russia's war on Ukraine. Hence, people feel relatively safer there compared to in other regions. Unless the situation is swiftly addressed, the number of refugees seeking protection and shelter abroad will increase significantly, further weakening Ukraine and increasing the risk that the emigration will become permanent.

As an outcome of NEFCO's consultations with the EU Delegation to Ukraine and EU's Support Group to Ukraine (SGUA), it was concluded that available financial resources should be primarily directed towards organising of new hosting facilities for IDPs and rehabilitation of basic municipal services for heat, water and electricity supply, to improve living conditions.

Another important part of the Action is the restoration of municipal infrastructure in the Kyiv region, which was exposed to hostilities at the beginning of the war but is now liberated and under Ukrainian control. A large part of the population left the area during the hostilities but are now largely inclined to return. It is of utmost importance that these people as well as people who stayed during the hostilities can live in tolerable conditions with access to municipal infrastructure and services. This means that repair and reconstruction of damaged critical municipal infrastructure (including educational, health, and communal facilities) are urgently required. As the respond for these impacts, the EU plans to provide financing to Ukrainian municipalities to recover municipal infrastructure in liberated cities of Ukraine.

2.2. Geographical area to be covered

The Action will be implemented in Ukraine, in particular in Lviv, Chernivtsi, Zhytomyr, Volyn regions and in municipalities of Kyiv region which were exposed to hostilities at the beginning of the war but are now liberated and under Ukrainian control.

2.3. Stakeholders and Target groups for the Action

The Action will be implemented in close consultation with the Donor, Implementing Agency (NEFCO) the Government of Ukraine, project municipalities and the Consultants. The table below shows overall division of responsibilities between the stakeholders.

| Stakeholders | | Responsibilities and tasks |
|---------------------------------|--|---|
| Donor | European Union (EU) | <ul style="list-style-type: none"> ▪ Key donor; ▪ Provides grant financing for the Action; ▪ Signs Contribution Agreement with NEFCO related to the management; ▪ Signs direct grant agreements with municipalities related to each sub-project; ▪ Approves grant disbursements to municipalities; ▪ Reviews project progress reports from NEFCO and initiates the corrective actions if/as needed. |
| Implementing Agency | Nordic Environment Finance Corporation (NEFCO) | <ul style="list-style-type: none"> ▪ Overall management, coordination and monitoring of the Action; ▪ Ensuring high quality sub-projects preparation with a green and sustainable profile as well as implementation of the Action; ▪ Applying 'no-objection' procedure for the sub-projects main milestones; ▪ Project Management Unit (PMU) and Project Implementation Units (PIUs) selection; ▪ Procurement, contracting, payments and management of PMU; ▪ Monitoring of the 'defects notification period'. |
| Consultants | Project Management Unit (PMU) Consultant | <ul style="list-style-type: none"> ▪ Project management from the Consultant side; ▪ Recruiting and hiring PIU in each city (PIU members to be agreed with NEFCO and EU), contracting PIUs related to PIU management and making payments for PIU work, office, etc.; ▪ Ensuring preparation and implementation of sub-projects in accordance with the defined requirements; ▪ Ensuring the compliance with the EU and NEFCO's requirements in terms of environment, ethics and best international construction and project implementation practices. |
| | Project Implementation Units (PIUs) Consultant | <p>Consist of non-employees of the selected municipalities without conflicts of interests in relation to selected municipalities, manages sub-projects including the following:</p> <ul style="list-style-type: none"> ▪ Operational implementation of sub-projects; ▪ Procurement support; ▪ Ensuring compliance with grant agreements; ▪ Ensuring proper contract administration and works supervision; ▪ Arrangement of timely disbursements under the contracts; ▪ Communication activities |
| Selected project municipalities | | <ul style="list-style-type: none"> ▪ Project management from municipality side; assuming the full project ownership and responsibility for construction and acceptance of services, equipment and goods provided; ▪ Appointment of a Vice Mayor responsible for the project on behalf of the city; |

| Stakeholders | | Responsibilities and tasks |
|--------------------|--|---|
| | | <ul style="list-style-type: none"> ▪ Appointment of the relevant department as the executor of the Customer's functions e.g. procuring entity and appointing tender evaluation committee members. ▪ Appointment of the Civil Engineer to be responsible to follow-up the on-site construction including the signature of acceptance certificate; ▪ Concluding contracts with the local technical supervision engineers with a qualification certificate in accordance with the law to ensure the independent follow-up the construction phase. |
| On-site contractor | In accordance with the tenders results | <ul style="list-style-type: none"> ▪ Project implementation; ▪ Appointment of the Site Manager authorized to sign the documents; ▪ Appointment of the Safety Engineer for the Site; ▪ Appointment of the Chief Engineer of the Project to be responsible for the design supervision. |

2.4. Structure and Process

The overall objective of the Action is to strengthen the resilience of Ukrainian local authorities to respond to impacts generated by the war situation namely:

- to provide housing with satisfactory living conditions and municipal services for IDPs relocated from war zones of Ukraine to municipalities in safer areas under the control of the Ukrainian government – Investment Component 1;
- to repair infrastructure facilities (social buildings, district heating or water supply systems) in municipalities damaged during the hostilities and now again under the control of the Ukrainian government – Investment Component 2.

Following the positive assessment of the applications submitted by the municipalities a decision was taken to establish an indicative list of municipalities to be further considered for the grant award. It is expected that approximately 6 municipalities will receive a direct grant from the European Union.

(1) Investment Component 1: this part of the investments is focused on reconstruction of social infrastructure for housing of IDPs in municipalities in the Western and Central parts of Ukraine. The grants to be placed with the municipalities will be dedicated to construction of a new housing for IDPs expected to stay in the cities on a long-term basis.

After assessment of the possible approaches for the project and considering the urgent character of the municipal needs, such as, that for housing of the IDPs the following technical solutions are feasible:

- Construction of new buildings (presumably Quick Frame Assembled house);
- Repair of existing buildings, dormitories, hotels and other appropriate buildings for housing with municipal ownership.

An indicative list of project municipalities concerned is presented in the table below.

| No | Municipality | Region |
|----|-------------------------|------------|
| 1 | Chernivtsi City Council | Chernivtsi |
| 2 | Dubno City Council | Rivne |
| 3 | Kovel City Council | Volyn |
| 4 | Lviv City Council | Lviv |
| 5 | Zhytomyr City Council | Zhytomyr |

The final investment measures and the distribution of costs will be defined in project proposals elaborated by the Consultants. Furthermore, the intention is that economically feasible and financially justified green investments with substantial potential for further dissemination in Ukraine (e.g. small scale roof PV, solar or heat pump water heating systems, water-saving equipment) will be considered in the projects as a compulsory component of the sub-projects, to contribute to the long term resilience and sustainability ambitions embedded in all of EU's support. In case unforeseen issues should prevent participation or project implementation, there may be a need to adjust the content of projects and/or change the list of municipalities.

(2) Investment Component 2: this part of the investments is focused on necessary repairs of municipal infrastructure ensuring restoration and sustainability of municipal services in the liberated cities. The following municipal infrastructure facilities will be targeted based on the assessment results:

- public buildings recovery (including schools, kindergartens, and medical facilities) destroyed or damaged as a result of temporary occupation;
- district heating systems, including boiler houses and if relevant, district heating piping and district heating connections to buildings;
- water supply systems, including water intake (artesian wells/rivers and associated pumps), water preparation facilities, water pumping stations, water pipes, water connection points to buildings, and wastewater systems, as relevant.

The project is shown in the table below. It is located in the Kyiv region, which was exposed to hostilities at the beginning of the war but is now under Ukrainian control

| No | Municipality/ Community | Region |
|----|-------------------------|--------|
| 1 | Makariv | Kyiv |

The final investment measures for each city and the distribution of costs will be defined in the project proposals, to be developed based on initial proposals and additional findings and assessments by the Consultant.

3. THE ASSIGNMENT

3.1. Objectives of the Assignment

It is envisaged that NEFCO will establish a Project Management Unit (PMU) on a central level and local Project Implementation Units (PIU) in each project municipality to provide support to the selected municipalities. The PMU shall ensure that each PIU is provided with the relevant support required for the implementation of the projects.

As many municipalities in Ukraine lack experience with sustainable construction and green development projects, the support by the Consultants is essential to assist them in preparing and implementing projects in a way that ensures the greatest possible positive impact and sustainability.

The overall objective of the Action is to strengthen resilience and build capacities of Ukrainian local authorities to respond to impacts generated by the war situation. The Consultants shall provide technical assistance to these local authorities during the project preparation and implementation phases, including but not limited to:

- Support Ukrainian municipalities that received a grant under the Action. This will be done through technical advice and capacity-building support, in preparing high-quality proposals for sustainable green projects, including high-quality project financing plans and project implementation schedules. As a

consequence, well prepared technical proposals, implementation plans and budgets, will ensure satisfactory results of the Action.

- Support local authorities to proper implementation of sub-projects within the Action by providing guidance and oversight during preparation, procurement and implementation.

Results to be achieved by the Consultants:

- (1) High quality, realistic project proposals in order for municipalities to acquire capacity to design and develop high-quality sustainable sub-projects (including high-quality financing plans).
- (2) Effective implementation of the selected sustainable subprojects, based on solid in-house capacity of the municipalities acquired through the technical assistance provided by the Consultants.
- (3) Raised awareness on local and national levels on the results of the Action, improved awareness of national authorities on local needs and the advantages of stronger involvement of municipalities in planning of recovery activities in Ukraine, increased awareness of the local population on EU's support to Ukraine.

3.2. PIU Establishment as part of the Assignment

The PMU Consultant shall recruit and check the staff of PIUs to be established in each project municipality, as a part of the PMU Consultant contract and provide capacity building for project management, procurement, contract administration, and financial management to ensure compliance with EU's and NEFCO's requirements in terms of environment, ethics, and best international project implementation practices. For this purpose, the PMU Consultant shall nominate a recruiting expert (with considerable experience in HR).

The PIU shall consist of professional staff with preferably experience of minimum three (3) years with projects of international (including NEFCO and EU) organisations in relevant fields. The PIU's team is expected to consist of the following experts:

- Head of PIU/project director;
- Technical expert;
- Procurement expert and financial expert;
- Communication expert.

The PIU will have an overall operational responsibility for implementation and coordination of the project implementation in respective project municipality.

PIU will be part of PMU. PIU costs including fees and office costs shall be paid by the PMU Consultant. For payments for PIU costs, the PMU Consultant shall have a legal entity, preferably Ukrainian.

4. SCOPE OF WORK

Technical assistance will include but is not limited to the below main tasks, further detail of which is provided under each relevant heading:

(1) Assistance during the project preparation: technical assistance will be provided by the Consultants to help the municipalities to prepare/update high-quality project proposals. Screening of expressions of interest collected by the EU have been made by short term consultants and draft project proposals have been elaborated.

(2) Assistance during the project implementation: technical assistance will be provided to the project municipalities selected by the EU to ensure smooth and effective implementation of the projects. Among

others, the activities during the implementation phase will include regular field missions of the Consultants to all sub-projects, revision of technical documentation (designs) prepared by municipalities and its coherence with best European practices, assistance in preparation and launch of procurement procedures, quality control and monitoring of works undertaken.

4.1. Task 1: Management and capacity building support to the municipalities

The Consultants will provide a “hands-on” training for respective municipalities personnel to develop, implement and document all operating procedures and systems. These systems will include, inter alia:

- A Project Procedures System, setting out the responsibilities, duties and authorities of the parties involved in the design and construction of the Project, together with all necessary procedures for communications, meetings, reporting, change control, quality control, etc. as are necessary for the efficient implementation and control of the Project.
- A Financial Management System, which will include; (i) project accounting and budget management systems; (ii) procedures for payment to suppliers of services, goods and works; (iv) management of project accounts and preparation of the appropriate documentation as required by EU and NEFCO; (v) systems for financial reporting to EU and NEFCO meeting reporting requirements specified in the grant agreement.
- A Project Management System, by which all relevant parties are made aware and reminded regularly of the existence and timing of important milestones and events. This should include a Project Decision Matrix for all project stakeholders, showing dates for all decisions and planned approvals over the forthcoming six months.

The Consultant shall organise a kick-off meeting at the beginning of the sub-projects to discuss issues such as (1) presentation to the municipality of basic EU and NEFCO documents including Procurement Policy; (2) roles of the PMU consultant, PIUs, NEFCO and EU; (3) lines of communication; and (4) procedures for decision making.

If necessary and required by Donors, the Consultant shall also assist the municipalities with registration in e-Calls PADOR (Potential Applicant Data On-Line Registration).

4.2. Task 2: Project preparation and obtaining timely approval of any changes to the sub-projects

The Consultants, in consultation with municipalities, shall develop well-structured project proposals and Project Implementation Plans (PIPs) including Procurement Strategy and Procurement Plan with well identified scopes of work, investment measures and associated costs.

The PIPs shall cover all aspects of the project implementation including inter alia:

- Project Programme – a detailed programme of implementation of the whole sub-project showing all activities and key events for design, approvals, permits and agreements, construction, commissioning, completion, payments, etc;
- Project Budget – a detailed cost budget as well as cash flow forecast for the whole sub-project.
- Procurement Plan – a detailed approach for each sub-project.

The Procurement Plan shall be developed, approved by the municipality and submitted for NEFCO and EU (hereinafter “Donors”) no-objection. Following approval of the PIP by the municipality and Donors, the Consultants will closely monitor progress against the PIP. Where the Consultants identify the need to change any aspect of the PIP and/or Procurement Plan, a request for approval, accompanied by a clear outline of the need for such a change, will be submitted to the municipality and NEFCO.

4.3. Task 3: Support in state registration of international assistance projects

Ukrainian legislation requires all technical assistance projects to be registered with the Cabinet of Minister of Ukraine. This registration is also required for obtaining the right for VAT exemption for contractors.

The registration package includes the Procurement Plan for all procurements of goods, works and services planned in the Project as well as a number of other documents signed by EU and NEFCO, municipalities and respective Regional Administration as well as contractors and all sub-contractors.

The Consultants shall assist municipalities in obtaining tax exemption for the sub-projects, through preparation of respective documentation and ensuring continuous communication with municipalities and beneficiaries for the purpose of prompt preparation and signing of the necessary documents.

4.4. Task 4: Support in design and preparation of technical specifications

4.4.1. Assist with preparation and review of designs prepared by local design institutes

The Consultants shall assist municipality with swift initiation and preparation of technical designs (including the review of design specifications, if not finalised prior to the engagement of the Consultants), and once prepared by local design institutes, review and verify the designs with regard to the contract to be implemented under the projects to ensure the design documentation is suitable for open tendering.

4.4.2. Development of employer's requirements

The Consultants shall be responsible for preparing the required design / technical specifications in the detail sufficient for inclusion in tender documents. All design specifications shall meet the requirements of Ukrainian Law and international standards, as appropriate. The Consultants shall also be responsible for preparing draft contracts.

4.4.3. Preparation of technical specifications

The Consultants shall be responsible for developing technical specifications for goods, supply and installation contracts as appropriate. All specifications shall meet the requirements of Ukrainian Law and international standards, as appropriate.

4.5. Task 5: Procurement support

4.5.1. Monitoring of procurement

The Consultants will oversee all procurement activities and ensure that procurement is carried out in accordance with required international procedures (NEFCO Procurement Policy and Procedures).

4.5.2. Advice on procurement strategy

The Consultants will provide advice to municipalities with respect to all aspects of the procurement strategy.

4.5.3. Support in preparation of Procurement Documentation

The Consultants will prepare the procurement documentation for approval by the municipality and for obtaining required "no-objection(s)". To this end, the Consultants will, inter alia:

- Prepare design / technical specifications in a form suitable for inclusion in Tender Documents;
- Advise on the possibilities for alternatives, cost savings and value engineering opportunities etc. and the treatment of these in the Tender documents;
- Draft tender documents; and

- Ensure that all applicable environmental procedures required by Donors are addressed by the tender documents where required.

4.5.4. Support during the procurement process

The Consultants will support the municipality throughout the procurement process. To this end, the Consultants will, inter alia:

- Draft and ensure that all procurement notices are placed in a timely manner in accordance with agreed procurement rules;
- Ensure that all approvals and no-objections are applied for in a timely manner;
- Carry out the administration of the tender process, ensure that appropriate records are kept, documentation is properly stored, recorded and managed, and confidentiality is maintained;
- Prepare draft responses to Tender enquiries, arrange for approval and issue and record the same;
- Assist in arranging any site meetings, information meetings or other pre-tender events, and record the same; and
- Assist in arranging public tender opening and prepare minutes.

4.5.5. Support during the evaluation process

The municipality is responsible for procurement and acting as the Employer in procurement. The Consultants will take the lead in organising and managing the evaluation process. To this end, the Consultants will, inter alia:

- Give guidance on the composition of the Evaluation Committee and to the Committee as required;
- Provide draft detailed technical evaluation report for consideration by the Committee. Compile the evaluation report in the required format, including all technical and financial analyses and clarifications requested and received;
- Arrange for meetings of the Evaluation Committee, attend as an advisor and keep record of these meetings, presenting the minutes for approval by the municipalities;
- Document the Evaluation Committee's deliberations in relation to the evaluation report and compile the agreements reached into the report prior to seeking all approvals;
- Ensure that all queries and complaints are promptly attended to as appropriate and copy such inquiries as appropriate to Donors.

4.5.6. Integrity checks of the successful tenderers

Integrity assessment of the winner of a tender shall be carried out to mitigate the risk of fraud and the reputational risk of municipalities and Donors. The integrity checks shall basically confirm the identity, management and financial position of the contractor, confirm that the company has no pending criminal cases, tax cases or other litigations. This examination should include, but should not be limited to, the following activities:

- verifying that the tender is not in a conflict of interest situation;
- verifying whether the evaluated tenderer had any integrity and/or corruption issues, criminal cases or other litigations.

Furthermore, the Consultant shall upon request continuously monitor integrity issues in case of pending criminal cases, litigations etc.

4.5.7. Support during contract finalisation

The Consultants will provide support to the municipality during contract finalization. To this end, the Consultants will, inter alia:

- Prepare a brief for municipality indicating all the items to be resolved as pre-contract clarifications, if any.
- Prepare a draft agreement incorporating all understandings between the parties and ensure compliance with the requirements of the tender documents;
- Attend pre-contract discussions, if any, and document the discussions, updating the contract documents as necessary and seeking all necessary approvals.
- Advise on the validity of performance and other contract-related securities.
- Oversee that unsuccessful tenderers are informed; ensure that all queries and complaints are promptly attended to as appropriate and report correspondingly to Donors.

4.6. Task 6: Support for administration of contracts and works supervision

The Consultants will support the Employer's Project Manager (PM) or equivalent to implement PM's duties as specified and/or implied by the contract, in accordance with the Ukrainian laws, technical standards, construction norms and rules. In order to do so, the Consultant will inter alia:

- review the working drawings prepared by the Contractor, for approval by the Project Manager or equivalent;
- support the Project Manager in administering the works and approving all materials, construction techniques and workmanship in accordance with the contract(s);
- provide expert advice on all aspects of the works undertaken, especially regarding project management, measurement, contracts monitoring and quality control;
- ensure the proper programming, recording, measurement and accounting of the works by means of contemporary management and measurement techniques;
- carry out monitoring of the project progress and promptly report to PM the details of any aspect that may jeopardize the progress of the works, as well as any implications such aspects may have on the original time of completion or cost of the works, and the measures being (or to be) adopted to overcome such factors;
- provide regular information on the status of the contracts implementation to the head of the PIU and its secretary;
- directly communicate and perform regular progress meetings with the contractors with regard to the follow-up of contracts implementation. The Consultants will also recommend to the municipality what requests, warnings and prescriptions should be made; and
- Work closely with technical supervision assigned by the municipality on proper supervision and reflection of problems and defects during the project implementation according to the Ukrainian law.

The Consultants shall assist the Employer with seeking prior required "no objection(s)" before:

- issuing any Variation Order/Change Order/Amendment to Contract with financial or time implications, except in an emergency situation when the approval of the Project Manager shall be issued as soon as practicable;

- sanctioning additional items, sums or costs;
- approving the sub-contracting of any part of the works; and
- approving any extension for the time(s) for completion.

The Consultant will coordinate the work of all other parties involved in the Project. To this end, the Consultants will assist the municipality to:

- ensure that other parties involved in the implementation of the projects are provided with necessary documentation and any other assistance;
- prepare an integrated time schedule for progress meetings with the various parties;
- attend meetings together with the municipality to support the Contractor's overall programme as a whole, seek response to reports, and discuss project issues on a regular basis with key stakeholders;
- prepare and circulate minutes of the meetings, including follow-up actions required to ensure progress.

The Consultants shall also identify and advise the municipalities to initiate the procedures for all necessary local or sector licenses, permits or other approvals, including but not limited to licenses related to Site access, Building permits for permanent and temporary works as appropriate. Where a contractor is responsible for obtaining specific licenses or other authorisations, the Consultants shall facilitate the process. Furthermore, the Consultant will ensure that any reporting requirements are met and incorporated into the procedures.

4.7. Task 7: Support in assuring compliance with Financial Documents and other agreements

4.7.1. Arrangement of timely disbursement under the contracts

To ensure timely disbursements under the contracts, the Consultants shall, inter alia:

- prepare cash flow forecast for contracts and respective sub- project as a whole;
- assist with financial planning;
- verify the invoices and payment documents for all contracts; and
- assist with preparing of disbursement requests according to financial requirements.

4.7.2. Conditions Precedent

The Consultants will advise the municipality on actions required to discharge the Conditions Precedent/effectiveness to the availability of funds according to Grant Agreement between EU and the municipality.

4.7.3. Preparing disbursement requests

The Consultants will train the municipality to prepare all disbursement requests and obtain the necessary authorised signatures and to submit these in good time in accordance with the Finance Documents.

4.7.4. Reporting in accordance with the Finance Documents

The Consultants shall provide on-the-job training to the municipality to meet all reporting requirements stipulated under the Finance Agreements and other Project Agreements. This will include regular reporting on any time-dependent covenants, implementation of any time or progress-dependent elements such as insurance policies, general progress reporting (programme, progress and financial status).

4.7.5. Environmental Matters

The Consultants will ensure that all applicable environmental procedures required by Donors are being adhered to and that the municipality is duly informed about these procedures.

4.8. Task 8: Awareness raising and dissemination of the results of the Action

The Consultants are required to present latest at the end of the inception phase a clear strategy (in the form of a written document or a PowerPoint presentation) of how they will ensure the dissemination of project results through the use of networks, and of how they will make use of networks for the exchange of know-how and information between the widest possible group of local authorities and relevant stakeholders. Dissemination and visibility activities should include but not be limited to the activities described below.

(1) Ensure dissemination of results of the sub-projects through:

(i) development and regular updating through selected communication channels on the results and achievements of each of the participating projects, as well as information on the links that would allow beneficiaries, partners and other actors not involved in the projects to have access to documentation on good practices, other experiences, success stories, innovating approaches, funding resources and potential partners;

(ii) development of the communication and visibility plan for each sub-project considering security situation and requirements of the EU and NEFCO;

(2) Promote improved awareness of national authorities on local needs so that the national authorities are more aware of and responsive to the advantages of stronger involvement of cities in energy and environmental policies. This must be done through:

(i) targeted “bridging activities” to ensure that national authorities engage in and support the specific local demonstration projects;

(ii) regular updating and informing of the relevant national governments concerning the project activities.

(4) The Consultants will also ensure coordination between NEFCO, EUD, related programmes and relevant Donors activities throughout the programme by (i) liaising with above-mentioned stakeholders (ii) harmonizing efforts to ensure consistency of management tools, indicators of progress, communication instruments and reporting materials.

Development of long-term Local Green Recovery Plan – not part of this assignment

Outside this assignment separate support will be provided to the municipalities for development of long-term Local Green Recovery Plans. The consultant is requested to share relevant information relevant to those Plans during up to 3 meetings over the period of the consultancy procured under these ToR.

5. IMPLEMENTATION ARRANGEMENTS AND REPORTING REQUIREMENTS

5.1. Logistic and timing

The intended start date is February 2023 and the period of implementation of the contract will be 24 months from the date of signing of the consultancy agreement.

As an average each sub-project’s implementation time is estimated to 18 months.

5.2. Cooperation with selected municipalities

Selected municipalities will designate:

- A senior official (deputy mayor or relevant) to be the primary contact person with specific responsibility for overall cooperation with the Consultant;
- A coordinator (head of department or relevant) to be responsible for daily management and coordinating PIU activities relating to the projects;

Municipalities will share all relevant project information, such as records, plans, background reports, technical designs, archives and other documents, but it will be the responsibility of the Consultant to translate these documents, as necessary. Access to construction sites, objects and operational facilities are to be provided to the Consultant's experts as well.

Establishment of an effective PIU in each municipality is considered as an important milestone of the project. The PIU will coordinate and will also act as an executive partner in most foreseen activities of the project. The members of the future PIU shall be selected carefully, to ensure that once in operation the PIU possesses the required capacities and authorities, and can report directly to PMU, NEFCO and top officials of the municipalities. NEFCO encourages a balanced gender distribution in the PIU.

Note: PIU members shall declare that they have no conflict of interest, defined below, with such beneficiaries as the city management/municipal companies management/politically exposed persons.

For the purposes of the above, a conflict of interests exists where the impartial and objective exercise of the functions of a person in his/her role in the project implementation process is compromised for the reasons of involving with a family members, emotional life, political or national affinity, economic interest or any other shared interest with above mentioned beneficiaries.

If the PIU member discovers before or during the project implementation period that such a conflict exists or might exist, she/he shall declare it immediately to NEFCO/EU. In the case that such conflict is confirmed by the NEFCO/EU, he/she shall agree to step down from the position as PIU member.

The EU and NEFCO have the right to request information about the PIU members and approve its candidates.

5.3. Management of the Action

A Project Steering Committee (PSC) chaired by NEFCO and composed of representatives from NEFCO, EUD to Ukraine/SGUA and the Consultant will be established. The Steering Committee will meet each 6-9 months and in addition as considered necessary by EUD or NEFCO. The PSC will be briefed on progress made and provide guidelines on how to address substantial project implementation issues.

The Team Leader appointed by the Consultant will be responsible for the running of the Action and delivering the outputs on time and to an acceptable quality level.

The Action is managed by NEFCO, the responsible body. The Consultants will provide NEFCO with all the relevant material (CVs of experts, reports, minutes of meetings, draft documents that are to be published/disseminated, proposal for the use of the budget for incidental expenditure, etc.) relating to each activity to be implemented under the Action. Before the actions can be carried out, some of this material (to be specified at the beginning of the Action) will need prior approval by NEFCO.

Throughout the whole duration of the Action, particular attention will be paid to keeping a low carbon footprint: it is encouraged to organise project and coordination meetings via video conferencing or conference call.

Women's participation in the project will be encouraged and documented, be it as hired experts or participants in project activities. The use of disaggregated gender data is encouraged. Furthermore, the project will be expected to apply a gender analysis in the preparation of the work plans and specific

activities. This analytical work should be clearly reported in the relevant project documents. The Consultants will explain in its Organisation and Methodology to what extent gender is relevant to climate action in Ukraine, and what activities can be proposed to bring a positive contribution to addressing gender issues in this area.

5.4. Project Action Plan

An Action Plan for a project shall be prepared, once grant the agreement is signed between the EU and concerned municipality and contain the following steps:

1. Preparation of tender dossiers by the municipality with assistance of PMU and PIU according to agreed procurement rules.
2. Issuing of NEFCO's no-objection to the tender dossiers.
3. Publication of tenders in webpages of the municipality, NEFCO, Prozorro and other relevant portals.
4. Pre-tender meetings, clarifications to requests of the bidders with assistance of the PMU and the PIU as relevant.
5. Tender Evaluation by the tender evaluation committee of the municipality with assistance of PMU and PIU.
6. Issuing of NEFCO's no-objection to the Tender Evaluation Report.
7. Preparation of contracts by the municipality with assistance of PMU and PIU.
8. Issuing of NEFCO's no-objection to the draft contract.
9. Contract signing.
10. Issuing of NEFCO's no-objection for any additional agreements to the contract.
11. Tenders can be annulled and financing stopped in case of breach of procedures.

5.5. Office accommodation for the Consultants

Office accommodation of a reasonable standard is to be provided by the PMU Consultants. The costs of the office accommodation are to be covered by PMU's budget.

5.6. Facilities to be provided by the PMU Consultant

The PMU Consultant must ensure that experts (including local PIUs staff) are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

5.7. Equipment

No equipment is to be financed under the procured service contract or transferred to NEFCO at the end of this contract.

5.8. PIU cost and Incidental expenditure

The PMU Consultant and local PIUs will be procured in one contract. The PIU staff shall be recruited by the PMU Consultant, to this end, the PMU Consultant shall include the recruiting expert (with considerable experience in HR) in the team.

PIU costs including all fees and office costs shall be paid by the PMU Consultant. For payments for PIU costs, the PMU Consultant shall have a legal entity, preferably Ukrainian.

The Budget for PIU costs for all sub-projects for this contract is EUR 457,950. This amount must be included unchanged in the Budget breakdown.

Daily subsistence costs may be reimbursed for missions foreseen in these terms of reference or approved by NEFCO, and carried out by the Consultant's authorised experts, entailing overnight stays outside the expert's normal place of posting. Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website: http://ec.europa.eu/europeaid/work/procedures/index_en.htm at the start of each such mission.

The per diem is a flat-rate sum covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem.

Prior approval by the NEFCO for the use of the incidental expenditure is needed.

5.9. Reporting requirements

| Name of report | Content | Time of submission |
|--|---|---|
| Inception report | Analysis of existing situation and work plan for the Action | No later than 2 months after the signing of contract. |
| Regular brief reports according to the agreed format | Short and concise updates to inform about the progress in project implementation | Every two weeks |
| 6-month progress report | Short description of progress (technical and financial) including problems encountered; planned work for the next 6 months. Any difficulties encountered or expected in the implementation of the project will be stipulated. The Contractor should proceed with his/her work unless the NEFCO sends comments on the monitoring report. Maximum 15 pages (excluding the annexes). | No later than 1 month after the end of each 6-month implementation period. |
| Draft final report | Description of achievements including problems encountered and recommendations. Maximum of 50 pages (excluding annexes). | No later than 1 month before the end of the implementation period. |
| Final report | Description of achievements including problems encountered, mitigating measures and recommendations. | Within 3 weeks after reception of comments on the draft final report from the project manager identified in the contract. |
| Communication Plan | Plan for each sub-project considering security situation and requirements of the EU and NEFCO describing the main target groups, communications Responsibilities, goals and main communications activities and materials to be developed. | Together with the inception report, 3 months after the start of implementation period. |

All Reports shall include an "executive summary" of 3-4 pages, allowing key stakeholders easy access to the Consultant's analysis and recommendations. Wherever possible the Consultants shall present findings as well-designed graphs, diagrams or tables, rather than as pure text, clearly indicating assumptions made and mentioning the sources of information.

The reports shall be submitted in the following way:

- Inception and Interim Reports shall be submitted to NEFCO electronically in English language;
- Draft Final and Final Reports shall be submitted to NEFCO electronically in English and Ukrainian languages.

The Consultants is also obliged to prepare and submit the ad-hoc reports and/or short project status reports

on various aspects of the assignment, if/when and as requested by Donors.

6. CONSULTANT’S PROFILE

The PMU Consultant shall be a team of key and non-key technical, financial and procurement experts who shall have an independent role. The PMU’s Consultant will be responsible for the overall project support and monitoring including compliance with international practices.

The PMU consultant shall mobilise highly qualified staff (including PIUs staff) for implementation of the Action, with relevant expertise and hands-on experience of Donor’s procedures and the ability to assist in drafting highly-qualified project descriptions, financing plans and other crucial decision documents and plans in accordance with Donor’s requirements. In addition, the PMU Consultant shall have practical experience in project implementation with the ability to drive projects forward under time pressure.

The PMU Consultant is expected to involve a group of international and/or local experts and support staff to make sure that all required expertise and resources are available. Such experts may include, e.g. electric engineer, structural engineer, installation and construction supervisors, expert(s) of environmental and social issues, expert(s) of legal/regulatory issues and requirements, as well as the local support staff to ensure proper implementation of its responsibilities under the assignment.

The consultancy company presenting a proposal should, either in its own capacity or through a partnership with another consultancies, be able to present significant experience both related to international procurement procedures, work with IFIs and grant organizations, as well as be able to prove an extensive knowledge regarding implementation of projects within the municipal infrastructure sector in the Former Soviet-Union countries and in Ukraine in particular and work with administrative bodies on all levels (local, regional, Ministries) and local utility companies.

It is envisaged that the PMU Consultant is an international consulting company with strong local representation in Ukraine, with the capacity to engage local experts in the project municipalities.

6.1. Required experts

The PMU Consultant’s team is expected to consist of lead and senior experts who will perform the bulk of the work, assisted by short-term non-key experts in specific areas as necessary.

The Team Leader will develop close collaborative links with the Donors to ensure permanent coordination of Project management with the project beneficiaries and stakeholders institutions at all levels.

It is expected that all sub-projects will be supported by the consultant's senior experts. Therefore, experience in project management and knowledge of international procedures and rules are required for all experts.

| Position, number of experts, time allocation | Qualifications and skills | Professional experience |
|--|--|---|
| Team Leader | <ul style="list-style-type: none"> ▪ Master’s degree in engineering, municipal infrastructure, economics or similar; ▪ Strong knowledge of project management, in particular for projects financed by international organisations; ▪ Proficiency with internationally accepted procurement rules and procedures. Knowledge of EU and Nefco procurement rules is advantageous. | <ul style="list-style-type: none"> ▪ Minimum 10 years of professional experience in relevant fields; ▪ At least 7 years of experience in projects financed by international organisations (including project preparation and implementation); ▪ At least 5 years of experience in managing |

| Position, number of experts, time allocation | Qualifications and skills | Professional experience |
|--|--|---|
| | <ul style="list-style-type: none"> ▪ Excellent written and communication skills in English. Working knowledge of Ukrainian and/or Russian languages is advantageous; ▪ Strong planning and organisational skills, including team management. | <p>public infrastructure projects of similar size as a team leader;</p> <ul style="list-style-type: none"> ▪ Experience in leading EU and/or NEFCO projects is highly valued. |
| Deputy team leader | <ul style="list-style-type: none"> ▪ Master's degree in engineering, municipal infrastructure, economics or similar; ▪ Strong knowledge of project cycle management, in particular for projects financed by international organisations; ▪ Good knowledge of internationally accepted procurement rules and procedures, in particular of EU and Nefco; ▪ Strong knowledge of and contracting practices, rules and legislation in Ukraine; ▪ Good written and communication skills in English is advantageous. Fluency Ukrainian and Russian is essential. | <ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in relevant fields; ▪ At least 5 years of experience with infrastructure projects in Ukraine, including projects funded by international organisations; ▪ At least 3 years experience as a team leader or deputy team leader with PIU support in Ukraine gained in municipal infrastructure projects; ▪ Experience in leading EU and/or NEFCO projects is advantageous; ▪ |
| Expert in the implementation of municipal projects & Prefabricated housing | <ul style="list-style-type: none"> ▪ Master's degree in engineering, municipal infrastructure or similar; ▪ Good knowledge of project management, in particular for projects financed by international organisations; ▪ Practical experience in designing and constructing prefabricated housing is advantageous; ▪ Knowledge of internationally accepted procurement rules and procedures in particular of EU and Nefco is advantageous; ▪ Good written and communication skills in English is advantageous. Fluency Ukrainian and Russian is essential. | <ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in relevant fields; ▪ At least 5 years of experience in implementation of infrastructure projects of similar nature and scope; ▪ At least 3 years of experience of working in projects funded by international organisations; ▪ At least 3 years of experience in preparation/review of civil works' design and cost estimates as well as project monitoring in Ukraine; ▪ Experience working in projects funded by EU and/or NEFCO is advantageous; ▪ Experience in the field of sustainable energy would be an asset. |
| Expert on Energy Efficiency (EE) and Renewable Energy (RES) in buildings | <ul style="list-style-type: none"> ▪ Master's degree in engineering, municipal infrastructure or similar; ▪ Good knowledge of project cycle management, in particular for projects financed by Multilateral Development | <ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in relevant fields; ▪ At least 5 years of experience in |

| Position, number of experts, time allocation | Qualifications and skills | Professional experience |
|--|---|---|
| | <p>Banks and other international organisations;</p> <ul style="list-style-type: none"> ▪ Knowledge of internationally accepted procurement rules and procedures, in particular of EU and Nefco is advantageous; ▪ experience in designing and constructing prefabricated housing is advantageous; ▪ Good written and communication skills in English. Fluency Ukrainian and Russian is essential. | <p>implementation of infrastructure projects of similar nature and scope;</p> <ul style="list-style-type: none"> ▪ At least 3 years of experience of working in projects funded by international organisations; ▪ At least 3 years of experience in preparation/review of civil works' design and cost estimates as well as project monitoring in Ukraine; ▪ At least 3 years of technical expertise of RES and green projects; ▪ Experience working in projects funded by EU and/or NEFCO is advantageous; ▪ Experience in the field of sustainable energy would be an asset. |
| Lead and Senior Experts on Procurement and financing | <ul style="list-style-type: none"> ▪ Master's Degree in engineering, economics, financing or similar, or minimum 5 years of experience in relevant fields; ▪ For all procurement and financing experts: <ul style="list-style-type: none"> - strong knowledge of project management, in particular for projects financed by international organisations; - good knowledge and understanding of financing rules and procedures of international organisations ▪ For lead expert: <ul style="list-style-type: none"> - proficiency with internationally accepted procurement rules and procedures, in particular of EU and Nefco is advantageous. - excellent written and communication skills in English. ▪ For senior experts: <ul style="list-style-type: none"> - good knowledge of internationally accepted procurement rules and procedures, in particular of EU and Nefco is advantageous. - good knowledge of procurement and contracting practices, rules and legislation in Ukraine; | <ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in relevant fields; ▪ At least 5 years of experience in procurement documentation and contract preparation and administration in projects financed by Multilateral Development Banks and other international organisations; ▪ Experience in financial management/ accounting in projects financed by Multilateral Development Banks and other international organisations. |
| Senior Environmental and social expert | <ul style="list-style-type: none"> ▪ Master's degree in Engineering or Economics; ▪ Knowledge of Ukrainian and EU environmental, social, health and safety | <ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in fields relevant to environmental and social |

| Position, number of experts, time allocation | Qualifications and skills | Professional experience |
|--|--|--|
| | <p>laws, regulations and standards with relevance to buildings;</p> <ul style="list-style-type: none"> ▪ Experience in preparation of Environmental strategies, Environmental and Social Management plans for communities. ▪ Experience in preparation and further elaboration of Sustainable Energy and Climate Action Plans (SECAP) developed within EU Covenants of Mayors for communities would be a plus; ▪ Experience in monitoring of compliance with environmental and safety rules during construction/reconstruction of municipal facilities; ▪ Good written and communication skills in English and in Ukrainian. | <p>assessments, studies and monitoring;</p> <ul style="list-style-type: none"> ▪ At least 5 years of experience in implementation of environmental and social assignments in infrastructure projects of similar nature and scope; ▪ At least 3 years of experience in preparation of Environmental strategies, Environmental and Social Management plans for communities; ▪ At least 3 years of expertise of environmental monitoring during construction of municipal facilities; ▪ At least 3 years of experience of working in projects funded by IFIs. |
| Public Awareness expert | <ul style="list-style-type: none"> ▪ Master's degree in Communication or related field. ▪ Good written and communication skills in English. Fluency Ukrainian and Russian is essential. | <ul style="list-style-type: none"> ▪ Minimum 10 years' professional working experience in communication activities, public awareness campaign/training in the municipal projects; ▪ At least 3 years' experience in communication field in Ukraine is essential |

Indicative estimated time for experts to be engaged in the consultancy in the table below.

| No | PMU experts | Number of experts | Share of time, % | Work Period, month |
|----|---|-------------------|------------------|--------------------|
| 1 | Team Leader | 1 | 80% | 24 |
| 2 | Deputy team leader | 1 | 100% | 24 |
| 3 | Expert in the implementation of municipal projects | 1 | 80% | 24 |
| 4 | Expert on EE and RES in buildings | 1 | 80% | 24 |
| 5 | Lead Procurement expert | 1 | 50% | 8 |
| 6 | Senior Procurement expert | 2 | 50% | 8 |
| 7 | Senior Procurement and financing expert | 1 | 75% | 24 |
| 8 | Environmental and social expert (international/local) | 1 | 25% | 24 |
| 9 | Public Awareness expert | 1 | 25% | 24 |
| 10 | Non-key experts | N/A | 80% | 24 |

6.2. Non-key experts

The Consultant is expected to nominate other non-key experts for the Assignment, including but not limited to:

- Recruitment expert responsible for the recruitment of PIUs staff with HR education, at least 5 years of experience in HR, and working experience in a recruitment Agency or HR department;
- Local coordinator responsible for (1) financial, administration and organizational matters related to the assignment, (2) reporting, (3) communication with municipalities, EU, NEFCO and other stakeholders.

The Consultant should provide for reasonable distribution of budget between experts and be prepared for more than 50% overall presence in the field during the entire duration of the Assignment while having close to full time presence in the field during peak periods covering procurement, design and construction phases.

6.3. PIU experts

The PIU shall consist of professional staff with preferably experience of minimum 3 years in relevant fields as well as have experience with projects of international (including NEFCO and EU) organisations in relevant fields. The PIU's team is expected to consist of the following experts:

- Head of PIU/project director;
- Technical expert;
- Procurement expert and financial expert;
- Communication expert.

The EU and NEFCO have the right to request information about the PIU members and approve its candidates.

For more information about PIUs, see section 5.2.

7. KEY CONTACTS AT NEFCO

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All communication with Donors shall be in English, and with the local stakeholders in Ukrainian, unless otherwise agreed.

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Secure email and data transfer

How to send a secure message to a Securedmail user

procurement@nefco.int:

Go to the website www.securedmail.eu.

Type recipient's email address procurement@nefco.int into the field "Send a secure message to a recipient" and click "Send".

Alternatively, you can attach this link to your browser:

<https://www.securedmail.eu/message/procurement@nefco.int>

A display for composing the secured message opens. Type your own e-mail address in the uppermost field. A delivery confirmation request will be sent to this address to verify your identity. Type the subject, message and include attachment(s). You can accept the suggested random password or replace it and enter your own password. The password is delivered automatically to the recipient's mobile phone via SMS.

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