

## **REQUEST FOR PROPOSALS**

**Beyond the Grid Fund for Africa**

**Countries in Sub-Saharan Africa**

**Selection of Consultant for:**

- (a) Independent Evaluators for the Beyond the Grid Fund for Africa Calls for Proposals in DRC, Mozambique and Uganda; and**
- (b) Consultants for Roster of Experts for the Beyond the Grid Fund for Africa;**

**Client: NEFCO**

**16 January 2023**

## Section 1 – Letter of Invitation

Helsinki, 16 January 2023

Dear Sir/Madam,

The Beyond the Grid Fund for Africa (BGFA) is supporting access to off-grid energy solutions and developing new markets for the private energy access sector in Sub-Saharan Africa mainly via results-based financing for private sector actors.

The BGFA Programme originate projects through a two-stage competitive Call for Proposals, divided in a pre-qualification stage and a subsequent final application stage. In the final application stage selected applicant's will be invited to submit detailed business plans and financial models.

Funds will be allocated from the BGFA for consulting services to assess selected BGFA applicants' final stage applications and the quality of submitted business plans under the current Calls of Proposals in DRC, Mozambique and Uganda.

Furthermore, Nefco will establish a Roster of Experts for potential similar services in the future including other Sub-Saharan countries for possible direct contracting with interested consultants for the BGFA.

NEFCO now invites proposals to provide the following consulting services:

(a) **"Independent Evaluators for Final Application Stage of Beyond the Grid Fund for Africa Calls for Proposals in Democratic Republic of the Congo (DRC), Mozambique and Uganda";** and

(b) **Consultants for Roster of Experts for Beyond the Grid Fund for Africa**

from qualified individual evaluators and consultants who have profound knowledge of the private renewable energy and sector in Africa. It should be noted that Nefco is looking for key expert inputs from individuals based on relevant experience, regardless of the qualifications of the contracted organisation. Nefco will not enter into contracts with private persons. The details of the required consulting services are provided in the attached Terms of Reference (Annex 2). Nefco will contract up to 6 evaluators to the assignment.

**It should also be noted that each consultant contracted for this Assignment will be asked to confirm that they do not have a conflict of interest which may impact their ability to assess an application, for example that they have not been directly involved in the writing of the submission nor form part of the project.**

**Questions and Answers**

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](mailto:procurement@nefco.int) with copy to [aleksandra.reskalenko@nefco.int](mailto:aleksandra.reskalenko@nefco.int) no later than **27 January 2023** after which all questions will be compiled by NEFCO without any editing in the form they are sent to NEFCO. Answers to the questions will be published on Nefco's website (<https://www.nefco.int/procurements/>).

**Submission of Proposals**

Proposals must be submitted to NEFCO no later than **12:00 (noon) hrs local time in Helsinki, Finland on 4 February 2023** (submission date). NEFCO may at its discretion extend the deadline for submission of proposals. Belated proposals will be rejected and remain 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 18 months. Consultants interested to be included in the BGFA Roster of Experts should clearly indicate this (noting that NEFCO may consider accepting justifiable revisions to offered daily fees on a longer term, solely in Nefco's discretion).

Consultants willing to prepare and submit a proposal are responsible for all associated costs.

The proposal shall be submitted to NEFCO using secure encrypted e-mails, in two separate emails:

**Email A:                    Technical Proposal**

The Technical Proposal shall be sent to NEFCO to email address [procurement@nefco.int](mailto:procurement@nefco.int) by using this link <https://www.securedmail.eu/message/procurement@nefco.int>. Please indicate as title: "BGFA FA Evaluation; Technical Proposal". In the message field please indicate at least the sender's name and company.

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](mailto:nelly.eriksson@nefco.int) by using this link <https://www.securedmail.eu/message/nelly.eriksson@nefco.int>. Please

indicate as title: "BGFA FA Evaluation; Financial Proposal". In the message field please indicate at least the sender's name and company.

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

Up to 6 evaluators will be selected under **quality and cost-based selection method** and procedures described in this RfP for the current services, in accordance with NEFCO's [Procurement Policy and Procedures](http://www.nefco.int) available at [www.nefco.int](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: General Conditions of Contract for Consultant's Services  
Annex 2: Terms of Reference, 16 January 2023  
Annex 3: Securedmail manuals

Yours sincerely,

Ash Sharma  
Vice President  
Nordic Environment Finance Corporation

Dennis Hamro-Drotz  
Senior Programme Manager  
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 Beyond the Grid Fund for Africa through NEFCO. According to the terms and conditions on the operation of the Beyond the Grid Fund for Africa, there are no limitations on the nationality of the consultant.

### **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. 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 until the technical evaluation is completed.

#### **2.3. Technical Proposal (not exceeding 10 pages, including CVs)**

Consultant's technical proposal shall demonstrate the consultant'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 individual. Provision of the requested information, in full, must be presented as follows:

- (a) A brief introduction of the consultant and an outline of the consultant's recent experience of assignments of a similar nature, in the private energy access sector and in the project countries in Sub-Saharan Africa (preferably more than one<sup>1</sup>). Information on the current workload of the consultant in the relevant areas of this assignment shall also be presented. be presented.

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<sup>1</sup> In case Consultant is interested to be included in the BGFA Roster of Experts, relevant experience from SSA countries are suggested to be included in a detailed manner.

## Section 2 – Instructions to Consultants

- (b) Curricula vitae of the consultant providing the services. Consultant shall have requisite experience outside their own country, preferably under conditions similar to those prevailing in the project countries. A good working knowledge of English is essential.

### 2.4. Financial Proposal

- (a) The consultant's financial proposal shall be denominated in EUR. The costs shown shall include consultant's daily fee.
- (b) Financial proposals as submitted by the consultant will be considered in the evaluation and selection of consultants. However, each element of the financial proposal of the selected consultant 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 consultants' 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) The financial proposal shall cover all costs for this assignment. 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.

- (e) **Contract.** A time-based contract will be concluded for the assignment.

### 3. Evaluation of Proposals

- 3.1. In terms of previous experience, the consultant should demonstrate a minimum 10 years of relevant working experience in the field of off-grid energy sector in developing countries – particularly in DRC, Mozambique and Uganda for the current assignment, and other SSA countries where Consultant has experience for possible inclusion in the BGFA Roster of Experts ("Minimum Requirement").
- 3.2. Evaluation of proposals meeting the Minimum Requirement will be carried out by an evaluation committee appointed by NEFCO.
- 3.3. 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 previous experience of the consultant, shall be the principal criterion for evaluation of proposals and selection of consultants.

## Section 2 – Instructions to Consultants

3.4. **Technical proposals** shall be evaluated and merit points awarded based on the qualifications, experience and competence of the consultant as follows:

- (a) The consultant's experience from business, financial, technical and environmental aspects in the private off-grid energy sector;
- (b) The consultant's experience from internationally financed projects and preferably from donor-funded, results-based or grant financed programmes in the off-grid energy sector;
- (c) The consultant's experience of evaluation of projects; and.
- (d) The consultant's experience from the BGFA project countries (DRC, Mozambique and Uganda), and other SSA countries where Consultant has experience for possible inclusion in the BGFA Roster of Experts

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

- 3.5. A technical proposal may be treated as non-responsive if information with respect to any of the factors (a), (b), (c) or (d) as requested above in section 3.4 is omitted. Only consultants (i) awarded a minimum of 70 technical proposal merit points will be considered for the second stage (financial evaluation). If no consultant scores the required minimum of technical points, NEFCO reserves the right to negotiate with the consultants scoring the highest technical points, or to reject all proposals.
- 3.6. A consultant will be excluded from the evaluation if, at the discretion of NEFCO, the consultant has been, or might be placed, in a conflict of interest position in the procurement process or the performance of the contract. Consultants who believe such a situation may exist, shall seek guidance from NEFCO prior to preparing the technical proposal.
- 3.7. The specific evaluation criteria are listed below:

- a) For the **“Independent Evaluators for the Beyond the Grid Fund for Africa (BGFA) Calls for Proposals in DRC, Mozambique and Uganda”**;

PRINCIPAL FACTORS IN EVALUATION	Maximum points
a) Experience from business, financial, technical and environmental aspects in the off-grid energy sector	40
b) Experience from internationally financed projects and preferably from donor-funded, results-based or grant financed programmes in the off-grid energy sector	30
c) Experience of evaluation of projects	15
d) Experience from the project countries (DRC, Mozambique	15

## Section 2 – Instructions to Consultants

and Uganda)

<b>TOTAL</b>	<b>100</b>
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b) Consultants for Roster of Experts for the Beyond the Grid Fund for Africa;

PRINCIPAL FACTORS IN EVALUATION	Maximum points
a) Experience from business, financial, technical and environmental aspects in the off-grid energy sector	40
b) Experience from internationally financed projects and preferably from donor-funded, results-based or grant financed programmes in the off-grid energy sector	30
c) Experience of evaluation of projects	15
d) Experience from SSA countries including DRC, Mozambique, Uganda, Zambia, Burkina Faso and Liberia	15
<b>TOTAL</b>	<b>100</b>

3.8. **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 proposals of only those consultants 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 consultants will remain unopened.

3.9. **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.

**Time-based contract.** The evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the technical proposal. In case of discrepancy (i) between a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the technical and financial proposals in indicating quantities of input, the technical proposal prevails and the evaluation committee will correct the quantification indicated in the financial proposal so as to make it consistent with that indicated in the technical proposal, apply the relevant unit price included in the financial proposal to the corrected quantity, and correct the total proposal cost.

3.10. The financial proposal representing the lowest daily fee will be given the score 100; others are rated as follows:



## **Section 2 – Instructions to Consultants**

**Financial score of firm A = lowest evaluated price / price of firm A x 100;**

If the financial proposal exceeds the indicated available funds it may be rejected at the discretion of NEFCO.

- 3.11. 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 consultant 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 will be provided within the timetable indicated in the Terms of Reference. 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 consultant named in the proposal and will require, in the contract negotiations, assurances that this consultant can, in fact, be made available within the timetable indicated in the Terms of Reference. Should a contracted consultant not be available for the assignment, NEFCO may, at its sole discretion, consider contracting additional consultants in the order they were ranked in the evaluation.
- 4.5. Up to 6 consultants that submitted the highest ranking proposals 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, Thereafter, financial negotiations will begin with discussions of the proposed fee rates, and of other costs as indicated by the consultant. In subsequent negotiations, the reasonableness of each item included in the Financial Proposal of the selected consultants 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. As indicated above, interested Consultants can be included in the BGFA Roster of Experts for possible future assignments.
- 4.6. The consultant or other representatives of the consultant invited for contract negotiations must be authorised 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 consultant prove unproductive and/or unsatisfactory, the consultant 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

## **Section 2 – Instructions to Consultants**

signed with the finally selected consulting firms, other consultants will be informed accordingly.

- 4.7. Payments will be made to the Consultant from the “Beyond the Grid Fund for Africa”. The Consultant will be paid only for work performed based on the payment schedule including the number of days 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 - courier address]

Dear Sirs,

[We/I], the undersigned, offer to provide the consulting services for [*insert assignment title*] in accordance with your Request for Proposals dated [*insert date*] and [our/my] Proposal. [We/I] are hereby submitting [our/my] Proposal, which includes this Technical Proposal, and a Financial Proposal sent in a separate secured mail.

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/I] undertake to negotiate on the basis of the proposed consultant. [Our/My] Proposal is binding upon us during this period, and subject to the modifications resulting from Contract negotiations.

[We/I] are [interested/not interested] to be included in the BGFA Roster of Experts.

[We/I] undertake, if [our/my] 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/I] understand that you are not bound to accept any proposal you receive.

[We/I] hereby accept 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 Consultant:

Address:

## **Section 3 – Technical Proposal – Standard Forms**

### **FORM TECH-2 CONSULTANT’S EXPERIENCE**

Please provide a brief introduction on the consultant’s experience and information on each assignment, relevant for this assignment, for which consultant 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 0.5 page per project) 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.

## Section 3 – Technical Proposal – Standard Forms

### FORM TECH-3 CURRICULUM VITAE (CV) FOR PROPOSED CONSULTANT

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

1. Proposed Position [*only one candidate shall be nominated for each position*]:
2. Name of Consultant:
3. Date of Birth:
4. Nationality:
5. Education:
6. Membership of Professional Associations:
7. Other Training:
8. Countries of Work Experience:
9. Languages [*for each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
10. Employment Record Relevant to the Assignment:
11. 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:

**Consultant'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.

### Section 3 – Technical Proposal – Standard Forms

{day/month/year}

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Name of Consultant  
Date

Signature

{day/month/year}

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Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

Signature

Date

## Section 3 – Technical Proposal – Standard Forms

### FORM TECH-4 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.

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 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 (iv) is under any investigation in relation to Prohibited Practice, we shall give details of any event in (i)-(iv) 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 either 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 sub-contractors 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.



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- **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

### Section 3 – Technical Proposal – Standard Forms

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 Consultant]

*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 [*insert assignment title*] in accordance with your Request for Proposals dated [*insert date*] and [our/I] Technical Proposal. [Our/My] attached Financial Proposal is for the **Daily Fee of [*insert currency and amount(s) in words and figure*]**. This amount is exclusive of the applicable VAT].

[Our/My] 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/I] 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 Consultant:

Address:

## Section 3 – Technical Proposal – Standard Forms

### FORM FIN-2 SUMMARY OF COSTS

Type of cost	Costs	
	EUR	[currency]
Person-day Remuneration Rate		
<b>Subtotals</b>		
<b>Total in EUR</b>		

The relevant grand total must coincide with the Total Costs of the Financial Proposal given in Form FIN-1.



## 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 NEFCO<sup>1</sup>, 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 Union<sup>2</sup>.
- 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.

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<sup>1</sup>Agreement between Denmark, Finland, Iceland, Norway and Sweden concerning the Nordic Environment Finance Corporation, available at NEFCO's website [www.nefco.int](http://www.nefco.int).

<sup>2</sup> 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 an 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.

## **TERMS OF REFERENCE**

*Independent Evaluators for the Beyond the Grid Fund for Africa (BGFA) Calls for Proposals*

16 January 2023



## Background

Off-grid energy solutions such as mini-grids and solar home systems offer an affordable, reliable, quick-to-deploy alternative to grid extension. An increasing number of companies in Sub-Saharan Africa already offer solutions that employ innovative consumer payment schemes, often via mobile money, to ensure that the cost of clean energy is lower than that of candles and other traditional energy sources. However, despite great demand, the markets in which these companies operate are still viewed as risky by investors, and even successful companies face great difficulties accessing finance to scale up their businesses.

BGFA aims to help businesses overcome these challenges with the goal to contribute to inclusive and sustainable development in its focus countries, to further climate change mitigation and adaptation, energy access, gender equality and other relevant Sustainable Development Goals.

BGFA aims to bridge a critical gap between early-stage support, traditionally offered by challenge funds and (impact) equity, and concessional/commercial debt needed for transitioning to scale in Sub-Saharan Africa (SSA). To help energise local economic activity BGFA aims to especially incentivise the deployment of ESS connections which support Productive Use of Energy.

## BGFA Call for Proposals

Currently, BGFA has an on-going call for proposals (“BGFA4”) in the Democratic Republic of the Congo (“DRC”). In addition to the on-going call for proposals in the DRC, it is expected that BGFA will launch or re-launch other calls for proposals during 2023 in Mozambique and Uganda that will require the need for external evaluators. Furthermore, Nefco will establish a BGFA Roster of Experts for possible similar services in the future subject, however, to specific ToRs as applicable.

### On-going Call for Proposals in the DRC (BGFA4)

BGFA4 aims to incentivise Energy Service Providers (ESPs) to scale up as well as enable them to mobilise additional funds for their innovative sustainable businesses and thereby accelerate access to affordable and clean off-grid energy for customers living in underserved areas of the Democratic Republic of the Congo (DRC) and contribute to reach the Sustainable Development Goals and implementation of the Paris Agreement. BGFA funding under the DRC Country Programme can be sought to accelerate energy access not only in rural and peri-urban areas but also in certain urban areas. In addition, projects adjacent to national parks or other natural reserves (“Protected Areas”) are receiving additional points in the evaluation of project applications.

Due to the large size and relative immaturity of the off-grid market in DRC, the Country Programme offers funding to different off-grid business models and technology



solutions. Applicants are able to freely choose to apply for BGFA4 funding for the primary provision of one type of off-grid solution (Standalone systems/solar home systems, SHS; Mini-/Micro-grids; or Productive Use of Energy, PUE). Each of these solutions can in turn use different technologies and business models for electricity generation and provision of eligible energy solutions or services.

To receive BGFA4 funding, ESPs are required to engage in selling and delivering affordable and renewable off-grid energy services and/or solutions, including the productive use of energy to end consumers in an enduring and sustainable manner. The DRC Country Programme is funded by Sweden.

The BGFA originates projects through a two-stage competitive Call for Proposals (“CfP”), divided in a pre-qualification stage and a subsequent final application stage, building on the experience and systems of the previous three Beyond the Grid Fund for Africa (“BGFA”) calls for proposals.

The pre-qualification phase received a positive response, with 29 eligible applications submitted. For more information on the BGFA4 in DRC, see <https://beyondthegrid.africa/funding-rounds/bgfa4-drc/>.

The amount of results-based BGFA4 financing available to individual projects will be determined during the final application stage through a reverse auction approach. Project proposals will be ranked and eventually awarded funding based on the proposals’ expected overall value for money to meet the BGFA4 targets.

It is expected that the individual ticket size will range between EUR 750,000 and 5 million and will include a catalytic grant component of up to 30% of requested total BGFA4 financing. Applicants of project proposals passing the pre-qualification have been invited to take part in the Final Application stage in December 2022 when they will be asked to provide a detailed Final Application. The deadline for submitting final applications is on 14 February 2023.

### Requested consulting services

Nefco is now looking to procure consulting services from qualified, independent evaluators who have profound knowledge of the off-grid energy sector in Africa – particularly in Sub-Saharan Africa - to undertake a thorough evaluation of BGFA4 Final Applications as well as potential other Applications under the overall BGFA programme during the course of the year 2023 (the “Assignment”).

**Activities in 2023 are expected to include similar evaluations<sup>1</sup> linked to BGFA Calls in Mozambique and Uganda, while any possible future evaluations (or similar work) may utilise the experts to be included in the BGFA Roster of Experts in various Sub-Saharan African countries as applicable.**

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<sup>1</sup> As BGFA is constantly refining its process, some minor changes are expected for each Call as far as evaluations are concerned while the approach stays the same. Any changes will be taken into account in contract negotiation as applicable.

These Terms of Reference (“ToR”) are prepared for Nefco’s procurement of up to 6 Evaluators (the “Consultant(s)” or “Evaluator(s)”).

It should be noted that Nefco is looking for key expert inputs from individuals based on relevant experience, regardless of the capacity of the contracted organisation.

Managing conflicts of interest (“Col”) is key to maintaining the integrity and fairness of the BGFA process. For each application, Evaluators will be asked to confirm that they do not have a conflict of interest which may impact their ability to assess the application, for example that they have not been involved in the development of the final application nor form part of the project.<sup>2</sup> The Consultant(s) contracted for this Assignment will not be eligible to act as advisors to any of the service providers invited to submit a Final Application (“Applicant”).

### Objectives and Scope of Work of the Assignment

The overall objective of this Assignment is, primarily, to assess applicants’ final applications received for projects under BGFA4 in the DRC, including submitted detailed business plans and financial models. In addition, consultants may receive potential other Applications under the overall BGFA programme during the course of the year 2023 to evaluate.

Evaluations are focused on assessing the quality of Applicants’ business plans, resulting in an overall evaluation and scoring of the proposed project and its overall value for money (“VfM”). BGFA funding will be awarded to Energy Service Providers using a reverse auction approach, where project proposals will be scored and ranked based on their overall expected VfM to reach the BGFA targets.

Only applications that are complete and fulfil all requirements based on the final completeness check will be evaluated. Evaluation and scoring will be undertaken by an independent, external evaluation committee appointed by Nefco.

The highest-ranking Applicants with project proposals representing up to the total EUR amount available will be invited to undergo a due diligence review. If the review is successful, they will be invited to contract negotiations, starting with the highest-ranking applications.

The Scope of Work under this Assignment includes the following tasks:

#### **Task 1: Participation in a briefing meeting**

Prior to commencement of the evaluations, Nefco will organise a 1-hour briefing meeting online to all contracted Evaluators. The aim of the meeting is to introduce

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<sup>2</sup> (Indirect) involvement prior to 21 June 2022 (announcement date of BGFA Call for Proposals in DRC); 29 April 2021 (announcement date of BGFA Call for Proposals in Uganda); 8 February 2021 (announcement date of BGFA Call for Proposals in Mozambique) is unlikely to constitute a Col, subject to Nefco’s discretion.

Evaluators to the BGFA, inform Evaluators of the key evaluation principles and to provide technical guidance on carrying out evaluations in the online system SmartME<sup>3</sup>.

## **Task 2: Undertake evaluations of Final Applications**

The BGFA Calls for Proposals are organised as an online, fully paperless application process and handled via an electronic intake system called SmartME. All the evaluations will be carried out on-line. Evaluation will consist of scoring using the BGFA evaluation criteria, specified for each call as well as providing comments on each evaluation criteria. Evaluations of applications under BGFA4 can be seen in Table 1 and score scaling in Table 2 below. More detailed guidance on the evaluation criteria and scoring will be provided to the contracted Evaluators in the beginning of the Assignment.

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<sup>3</sup> <https://smartme.global/>

**TABLE 1: EVALUATION CRITERIA FOR THE BUSINESS PLAN**

EVALUATION CRITERIA	SPECIFICATION	MAX POINTS
<b>Technical feasibility</b>	General feasibility of technical/technology solution(s) in the context of the target market, including product design, electricity generation and management, etc.	<b>5</b>
	Possession of pertinent quality standards and demonstrated proof of energy efficiency	
<b>Market comprehension and market experience</b>	Market experience of the Applicant/Consortium in the Congolese market	<b>15</b>
	Market experience of the Applicant in other relevant market in Sub-Saharan Africa	
	Awareness and analysis of the market potential (incl. trends and opportunities, policy and regulatory environment, technology developments etc.) and sensitivity to market constraints (ability and willingness to pay, institutional barriers, etc.)	
	Understanding of competitors, and positioning vis-à-vis competitors/competitive advantage (incl. industry structure and segmentation, core competencies and barriers to entry)	
<b>Commercial feasibility and financing</b>	Viability, robustness, credibility, and maturity of the business model, including feasibility of the proposed business model	<b>19</b>
	Probability and resilience of predicted revenue streams; capacity to influence revenue streams and react to deviations from plan	
	Understanding and control of the cost structure and use of funds; ability to manage and influence costs and funds	
	Financing structure: appropriateness of funding request, levels of co-funding (own equity or from any other party) equal or above the amount of funding requested from the BGFA	
	Proof of overall financial health and sufficient financial resources to implement deployment planning	
<b>Implementation and operation capacity</b>	Compelling and credible plan for implementation	<b>22</b>
	Standardised and formalised processes (e.g., standard operating procedure(s) on operating the shops or other sales channels for solar-home systems or micro-grids, on recruiting/training staff, on distribution partnerships, on repossession of assets, etc.)	

	<p>Operational capacities, including credible monitoring and reporting systems, methodologies, and indicators</p> <p>Credible ESG-related policies and action plans, including but not limited to environment and social sustainability, health and safety and good governance (e.g., anti-bribery, anti-corruption, labour conditions)</p> <p>E-waste handling</p> <p>Identification of principal risks (risk catalogue) and appropriate mitigation strategies/security plans</p>	
<b>Development impact potential</b>	<p>Productive Use of Energy components in the project. Potential of the proposed solution(s) to provide energy access at scale in rural, peri-urban and urban areas (e.g., number and types of connections, type and quality of service, potential for end-users to upgrade to higher level systems)</p> <p>Potential for accruing environmental and health benefits: e.g., reduction of GHG emissions and mitigating other negative impacts on environment (deforestation, biodiversity loss, in and out-door air pollution)</p> <p>Proximity to national parks or other natural reserves. ESPs who commit to providing parts of their ESS in the proximity of national parks or natural reserves (Protected Areas, as defined for BGFA4)</p> <p>Potential for contribution to income generation, economic development and/or value addition and value chain development</p> <p>Promotion of gender equality in the proposed project implementation and potential to reduce socio-economic inequalities</p>	<b>28</b>
<b>Management capacity and experience</b>	<p>Delivery capability of Applicant and/or Consortium experience and track record; management structure; skills balance and quality.</p> <p>Awareness of skills gaps and plans to fill them; training and personnel development</p> <p>Gender representation and mainstreaming of Applicant</p>	<b>11</b>
<b>TOTAL MAX. SCORE</b>		<b>100</b>

Please note that criteria may vary under subsequent Calls for Proposal.

**TABLE 2: SCORE SCALING**

(to be calculated proportionally in line with the maximum points for each scoring category/criterion)

SCORE	CRITERIA
0	The Applicant fails to address the criterion or cannot be assessed due to missing or incomplete information (unless the result of an 'obvious clerical error')
1	Poor: the criterion is inadequately addressed or there are serious inherent weaknesses
2	Fair: the Applicant broadly addresses the criterion but there are significant weaknesses
3	Good: the Applicant addresses the criterion well but with a number of shortcomings
4	Very good: the Applicant addresses the criterion very well but with a small number of shortcomings
5	Excellent: the Applicant successfully addresses all relevant aspects of the criterion; any shortcomings are minor

Evaluations shall be carried out based on the following five principles:

*Independence* - Evaluators will evaluate applications in their personal capacity. Each Evaluator's scores should reflect her/his personal, professional views (rather than that of their organisation) against the criteria laid down in the BGFA Application Guidelines.

*Impartiality* – Evaluators must treat all proposals equally and assess them on their merits, irrespective of their origin, the identity of the applicants or previous experience that the Evaluator may have had with the applicant or members of the consortium.

*Objectivity* – Evaluators must evaluate each proposal as submitted, on its own merits and as presented without recourse to other information (e.g. web searches).

*Accuracy* – Evaluators shall make judgements based only against the evaluation criteria in the Final Application Guidelines.

*Consistency* – Evaluators shall apply the same standard of judgement to all proposals and calibrate themselves to ensure consistency of their scoring.

### **Task 3: Participation in Evaluation Committee Meeting(s)**

At the end of the Assignment, Evaluators may participate in up to 2 Evaluation Committee Meetings chaired by Nefco to approve the results of the evaluations, ranking and shortlist.

### **Task 4: Provision of final feedback**

At the end of the Assignment, Evaluators will provide written feedback to Nefco on the evaluation process and suggestions for future improvements.

## **Timing and resources**

The Assignment is expected to commence in the second half of February 2023 and evaluations of BGFA4 (DRC) applications should typically be carried out within a time period of five weeks from the commencement of the Assignment. The detailed division and timing of tasks listed above under the Scope of Work will be detailed in collaboration with Nefco.

Additional evaluations from other Calls for Proposals under the BGFA programme in Mozambique and Uganda may be added to the assignment. If and when this is the case, each consultant will be informed about such additional tasks at least six weeks in advance.

Evaluation of one Final Application takes one working day on average. Each application will be independently assessed by three Evaluators. In addition, one expert day is allocated to each Evaluator for participation in meetings and for providing final feedback to Nefco.

The number of days used for the assignment will be determined based on the number of applications received. It is estimated that each contracted consultant can expect between 10 and 20 working days for the assignment, during the course of 2023. Nefco does not guarantee a minimum number of days under this assignment.

The Assignment will not require any travelling.

## **Deliverables**

The deliverables under this Assignment are the finalised evaluations, including detailed scoring and commenting of received Final Applications, participation in the briefing meeting and in up to two evaluation committee meetings, all to be held online. In addition, the Consultant(s) will provide written feedback to Nefco on the evaluation process and suggestions for future improvements.

## **Contacts and coordination**

Principal contacts for this Assignment:

Ms. Aleksandra Reskalenko ([aleksandra.reskalenko@nefco.int](mailto:aleksandra.reskalenko@nefco.int)): Principal contact

Mr. Dennis Hamro-Drotz ([dennis.hamro-drotz@nefco.int](mailto:dennis.hamro-drotz@nefco.int)): Programme coordination

Mr. Ash Sharma ([ash.sharma@nefco.int](mailto:ash.sharma@nefco.int)): Head of BGFA

## How to send a secure message to a Securedmail user **procurement@nefco.int**:

Go to the website [www.securedmail.eu](http://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!**

In case you do not succeed in sending the proposal though the system, please contact the responsible person at Nefco or [procurement@nefco.int](mailto:procurement@nefco.int) or [nelly.eriksson@nefco.int](mailto:nelly.eriksson@nefco.int) for further assistance before the deadline of submission.



## How to send a secure message to a Securedmail user nelly.eriksson@nefco.int:

Go to the website [www.securedmail.eu](http://www.securedmail.eu).

Type recipient's email address **nelly.eriksson@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/nelly.eriksson@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!**