



The Nordic Green Bank

REQUEST FOR PROPOSALS

Lviv Wastewater project

Country: Ukraine

Selection of Consultant for: Support to Project Implementation Unit for Lviv Wastewater project – Construction of a Biogas Facility, Rehabilitation of the Wastewater Treatment Plant and Preparation of a Sludge Management Plan

Client: Nefco

March 2025



Section 1 – Letter of Invitation

Helsinki, 6 March 2025

Dear Sir/Madam,

Funds of up to EUR 700,000 will be allocated from the Nefco Green Recovery Programme for Ukraine, including grant proceeds by Danida Sustainable Infrastructure Finance (DSIF), for consulting services for support to the Project Implementation Unit in implementing Lviv Wastewater project, including the construction of a biogas facility, rehabilitation of the Wastewater Treatment Plant (WWTP) and preparation of a sludge management plan.

The Lviv Wastewater project was initiated with the purpose of addressing the urgent investment needs of the City of Lviv (the City, governed by Lviv City Council) in respect of its WWTP. The general objectives are to ensure (i) reliable and efficient operations at the Lviv WWTP and (ii) compliance of the treated WWTP effluent with HELCOM Recommendation as well as EU and local standards. The Nordic Environment Finance Corporation (Nefco) and European Bank of Re-Construction and Development (EBRD) have been closely engaged with LVK and Lviv City Council for more than 15 years and are together committed to the investment project for the long term. The Lviv Wastewater project focuses on the ongoing construction of a biogas production facility and the planned rehabilitation of the WWTP.

Nefco now invites proposals to provide the following consulting services: **“Support to Project Implementation Unit for Lviv Wastewater project – Construction of a Biogas Facility, Rehabilitation of the Wastewater Treatment Plant and Preparation of a Sludge Management Plan”**. The details of the required services are provided in the attached Terms of Reference.

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

Indication of Interest

Please inform Nefco by e-mail: procurement@Nefco.int with copy to bo.nyhus@Nefco.int and henrik.toremark@nefco.int, not later than 17 March 2025 that you have received this Letter of Invitation and whether you intend to submit a proposal.

All firms that have informed Nefco of intention to submit a proposal will:

- receive by email the assessment and verification report for Project 2 (Rehabilitation of the WWTP) which was developed by an external consultant in 2024 within three days after informing of intention to submit a proposal.



- be invited to an online pre-bidding meeting at 14:00 hrs local time in Helsinki on 24 March 2025 in which the project and assignment will be explained. In the online meeting, the participants will be able to raise questions. Answers to the questions will be submitted by e-mail to all firms that have confirmed their intent to prepare a proposal after the meeting.

All 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 bo.nyhus@Nefco.int and henrik.toremark@nefco.int no later than 25 March 2025 after which all questions will be compiled by Nefco without any editing in the form they are sent to Nefco. Answers to the questions are submitted by e-mail to all Consultants that have confirmed their intent to prepare a proposal.

Submission of Proposals

Proposals must be submitted to Nefco *strictly* no later than **12:00 hrs local time in Helsinki on 9 April 2025** (submission date). Bidders are strongly encouraged to submit their tenders at least one day prior to the deadline. Nefco may at its discretion extend the deadline for submission of proposals. Belated proposals will be rejected and not opened.

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 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 by using this link <https://www.securedmail.eu/message/procurement@Nefco.int>. Please indicate as title in the subject field: “Support to Project Implementation Unit for Lviv Wastewater project; 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 by using this link <https://www.securedmail.eu/message/nelly.eriksson@Nefco.int>. Please indicate as title in the subject field: “Support to Project Implementation Unit for Lviv Wastewater project; 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.

In case there are problems with the securedmail system, please contact procurement@nefco.int or nelly.eriksson@nefco.int for further assistance.

A consultant will be selected under **quality and cost-based selection method** and procedures described in this RfP, in accordance with Nefco [Procurement Policy and Procedures](#) available at 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

Annex 3: Securedmail manuals



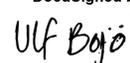
The Nordic Green Bank

Yours sincerely,

DocuSigned by:

50BFF0E65E7A4CB...

Trond Moe
Managing Director
Nordic Environment Finance Corporation

DocuSigned by:

FBC8DC16F10D4C4...

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 Nefco Green Recovery Programme for Ukraine, including grant proceeds by DSIF, through Nefco. According to the terms and conditions on the operation of the trust funds, there are no limitations on the nationality of the firm or the sub-consultants.

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 12 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.

Section 2 – Instructions to Consultants

- (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 leader and the key experts listed in the evaluation criteria table (section 3.6 of the Instructions to Consultants) shall be specifically identified. Members of the team shall have requisite experience outside their own country, preferably under conditions similar to those prevailing in the project country. A good working knowledge of English is essential for the staff. Proficiency in [language(s)] is an additional merit. The 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 programme 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/ months of each team member to be assigned and the related unit rates, (ii) *direct expenses* in respect of subsistence costs and (iii) *all other reimbursable expenses*. A provision of contingency of 10% of the grand total of the financial proposal is to be indicated.
- (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

Section 2 – Instructions to Consultants

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.

- (e) **Contract.** A lump-sum contract will be concluded for the assignment. The payment milestones for the lump-sum contract are defined under section 4.8 below.

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 project implementation support in the water and wastewater management sectors forming part of the total assignment, with specific reference to experience in Eastern Europe (specifically Belarus, Moldova, Russia and Ukraine), Caucasus and Central Asia in general and in Ukraine in particular;
 - (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 methodology in response to the Terms of Reference; and
 - (c) The qualifications, experience and competence of the experts proposed for the assignment.

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

Section 2 – Instructions to Consultants

- 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 from project implementation support (procurement, contracting and supervision) of projects in the municipal sectors, including FIDIC contracts	7
b) Experience from engineering projects in construction and modernisation of wastewater treatment plants	7
c) Experience from engineering projects related to digestion and biogas production, including commissioning and operations of biogas production facilities	5
d) Experience from Eastern Europe (specifically Belarus, Moldova, Russia and Ukraine), Caucasus and Central Asia	6
Subtotal 1	25
2. Approach and methodology	
a) Relevance to the Terms of Reference	5
b) Suggested work programme	5
c) Staffing plan	5
Subtotal 2	15
3. Qualifications and competence of key experts	
a) Team leader	15
b) Project Coordinator and contract administrator	10
c) Construction supervisor	8
d) Wastewater and Biogas Experts	11
e) Senior Procurement and Contracts Expert	8
f) Junior procurement and financing Expert	2
g) Environmental and social Expert	6
Subtotal 3	60
TOTAL	100

Section 2 – Instructions to Consultants

- 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 proposals 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.
- 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. 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:

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

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 including the costs of travel to participate in possible pre-bid meeting 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

Section 2 – Instructions to Consultants

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 (the “Consultant”), other short-listed firms will be informed accordingly.
- 4.7. Payments will be made to the Consultant from Technical Assistance linked to the Lviv Biogas Project. 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.
- 4.8. The preliminary milestone based payment schedule of the lump-sum contract is the following: Inception Report – 15% of the Remuneration indicated in the Financial Proposal (FIN-2); Tender Documentation(s) for Project 2a (Rehabilitation works and sludge management) – 10%; Tender Evaluation Report(s) for Project 2a (Rehabilitation works and sludge management) – 10%; Sludge Management Plan – 10%; and Quarterly Reports demonstrating a funding disbursement rate to be decided – 55% .

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 “**Support to Project Implementation Unit for Lviv Wastewater project – Construction of a Biogas Facility, Rehabilitation of the Wastewater Treatment Plant and Preparation of a Sludge Management Plan**” in accordance with your Request for Proposals and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sent in a separate secured mail.

[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 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:

Section 3 – Technical Proposal – Standard Forms

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 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 (type of assignment, e.g. Project Implementation Unit support, feasibility study) and objectives.

Section 3 – Technical Proposal – Standard Forms

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.

Section 3 – Technical Proposal – Standard Forms

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 Plan. 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 plan shall be consistent with the technical approach and methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible work plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan 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.

Section 3 – Technical Proposal – Standard Forms

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.

Section 3 – Technical Proposal – Standard Forms

{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

Section 3 – Technical Proposal – Standard Forms

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		(Home)																■	
		(Field)															■		
2																		■	
																	■		
n																		■	
																	■		
														Subtotal					
Local																			
1		(Home)																■	
		(Field)															■		
2																		■	
																	■		
n																		■	
																	■		
														Subtotal					
														Total					

Section 3 – Technical Proposal – Standard Forms

FORM TECH-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.

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.

Section 3 – Technical Proposal – Standard Forms

- **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 firm 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 [*insert assignment title*] in accordance with your Request for Proposals dated [*insert date*] and our Technical Proposal. Our attached Financial Proposal is for the **Total Cost of EUR [*insert 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:

Section 4 – Financial Proposal – Standard Forms

FORM FIN-2 SUMMARY OF COSTS

Type of cost	EUR
Remuneration	
Reimbursable Expenses	
Contingency	
Subtotals	
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.

A provision of contingency of at least 10% of the grand total of the financial proposal is to be indicated.

Section 4 – Financial Proposal – Standard Form

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-7)	{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								

Section 4 – Financial Proposal – Standard Forms

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°	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}
	<i>{e.g., subsistence costs**}</i>	{Day}						
	<i>{e.g., International flights}</i>	{Ticket}						
	<i>{e.g., In/out airport transportation}</i>	{Trip}						
	<i>{e.g., Communication costs between Insert place and Insert place}</i>							
	<i>{ e.g., Reproduction of reports}</i>							
	<i>{e.g., Office rent}</i>							
							
	<i>{Training of the project owner’s personnel – if required in TOR}</i>							
Total Costs								



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 SCC Arbitration Institute (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.

LVIV WASTEWATER PROJECT

Support to Project Implementation Unit (PIU) for Lviv Wastewater project – Construction of a Biogas Facility, Rehabilitation of the WWTP and Preparation of a Sludge Management Plan

Terms of References

1. PROJECT BACKGROUND

The Lviv WWTP project was initiated with the purpose of addressing the urgent investment needs of the City of Lviv (the City, governed by Lviv City Council) in respect of its wastewater treatment plant. The general objectives are to ensure (i) reliable and efficient operations at the Lviv Wastewater Treatment Plant (WWTP) and (ii) compliance of the treated WWTP effluent with HELCOM Recommendation as well as EU and local standards. The WWTP is operated by Lviv City Communal Enterprise “Lvivvodokanal” (LVK), wholly owned by the City. LVK has established a Project Implementation Unit (PIU) responsible to coordinate all activities under the overall Project and cooperation between representatives of LVK on the project sites and the contractors, as well as improvement of the project management mechanisms. The PIU was established years ago and has gained significant experience and project expertise and is highly capable in managing the project.

Nordic Environment Finance Corporation (Nefco) and European Bank of Re-Construction and Development (EBRD) have been closely engaged with LVK and Lviv City Council for more than 15 years and are together committed to the investment project for the long term.

The Lviv WWTP project consists of two inter-linked though separate Projects:

- Project 1: Construction of a biogas production facility was contracted in December 2020, is ongoing and will generate power and heat for the WWTP as well as reduce the sludge volume and stabilize the sludge.
- Project 2: Rehabilitation of the WWTP is foreseen to be initiated in 2025 and will allow the WWTP to reduce the pollution load and to produce sludge of sufficient volume and quality to efficiently operate the biogas facility.

The implementation of Project 2 (Rehabilitation of the WWTP) is a core priority for LVK by enabling the sustainable operation of the biogas production facility as it will ensure proper removal of sand from sludge and the possibility to extract sufficient amount of sludge for further generation of biogas. LVK jointly with the City has developed a first version of a sludge management plan aimed at avoiding further load on sludge fields and potential contamination of environment. The sludge management plan requires further development.

Nefco is committed with loan financing for Project 1 (Construction of a biogas production facility). EBRD is committed with loan financing of Project 1 (Construction of a biogas production facility) and foresees to provide loan financing for Project 2 (Rehabilitation of the WWTP). Moreover, Nefco and EBRD manage significant grant funds from various donors for Project 1 (Construction of a biogas production facility) and foresee to do so for Project 2 (Rehabilitation of the WWTP).

Total investment cost of Lviv WWTP project is estimated at 70.5 MEUR.

Project 1 (Construction of a biogas production facility), with a contracted investment of 41.5 MEUR is co-financed by EBRD, Nefco, Eastern Europe Energy Efficiency and Environment Fund (“E5P”) and the City with foreseen additional grant proceeds from Danida Sustainable Infrastructure Finance (“DSIF”) and the Republic of Slovenia. The construction process of the biogas production facility is ongoing and the procurement process is fully established.

In 2017, LVK signed a consultancy agreement for procurement and implementation support that expires in July 2025. In 2020, LVK signed a construction contract for Project 1 (Construction of a biogas production facility). The implementation of the construction contract has been affected by the ongoing war in Ukraine and the end date has been extended until April 2027.

Project 2 (Rehabilitation of the WWTP), with a foreseen investment of 29.0 MEUR is expected to be co-financed by EBRD, DSIF, E5P and the City. In terms of procurement, Project 2 (Rehabilitation of the WWTP) is furthermore deconstructed into two sub-components, i.e. Project 2a and Project 2b. The DSIF and Nefco grant proceeds are foreseen to be used for Project 2a (Rehabilitation works and sludge management), namely the following components: (i) rehabilitation works of the WWTP, (ii) new sludge pipelines and reconstruction of existing facilities, (iii) installation of new centrifuges for sludge and other other auxiliary equipment including sludge pipelines and cable lines. The EBRD loan and E5P grant proceeds are foreseen to be used for Project 2b (Grit chambers and overflow control), namely the following components: (i) the construction of new pre-treatment grit chambers for the WWTP and (ii) installation of automatic influent overflow control.

The preliminary financing structure (excluding VAT, except for the loan-financed items which include VAT) per Project is provided in EUR million below.

Financier	Fund manager	Type	Project 1	Project 2	Total
EBRD	EBRD	Loan	15.0	10.0	25.7
DSIF	Nefco	Grant	5.0	7.0	12.0
E5P	EBRD	Grant	7.5	6.5	13.5
Nefco	Nefco	Loan	5.0	-	5.0
Republic of Slovenia	-	Grant	3.8	-	3.8
Lviv City Council	-	Contribution	5.0	1.8	6.8
Nefco (donor to be de-terminated)	Nefco	Grant	-	3.7	3.7
Total per Project			41.5	29.0	70.5

The scope, costs, impacts and procurement strategy of Project 2 (Rehabilitation of the WWTP) were assessed, updated and verified by an external consultant in 2024, which is used as information for funding decisions.

Furthermore and as a part of the Lviv WWTP project, LVK has signed a grant agreement with John Nurminen Foundation for the supply of a chemical precipitation facility at Lviv WWTP. The chemical precipitation facility will reduce the concentration of phosphorous in the reject water from the biogas production facility.

2. OBJECTIVES AND PROJECT ORGANISATION

Nefco expects to contract a consultant (the Consultant) to support the PIUs¹ in implementing Project 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management). The overall objective of the PIU support assignment is to facilitate the timely and cost-effective implementation and fulfil the purposes of the Lviv WWTP project by:

- Rendering assistance to the PIUs, including all aspects of design development and review, procurement, contract administration, construction supervision, disbursement, implementation, commissioning, test and acceptance, monitoring and capacity building, as follows:
 - Provide assistance in procurement of the contracts in accordance with the procedures of Nefco and pursuant to all other procedures stipulated in the Grant Agreement(s) for Project 2a (Rehabilitation works and sludge management) between LVK and Nefco (for DSIF and other funds);
 - Assist LVK in preparing information required for the reporting to Lviv City Council on the financing made available for the Lviv WWTP project;
 - Assist with the administration of goods, works and supply and installation contracts and technical supervision as stipulated in:
 - the Loan Agreement and Grant Agreement (for DSIF funds) for Project 1 (Construction of a biogas production facility) signed between LVK and Nefco;
 - the Loan Agreement for Project 1 (Construction of a biogas production facility) signed between LVK and EBRD;
 - the Grant Agreements for Project 1 (Construction of a biogas production facility) between LVK and E5P;
 - the Grant Agreements (for DSIF and other funds) for Project 2a (Rehabilitation works and sludge management) between LVK and Nefco ;

and advise the PIUs with respect to all aspects which, in the Consultant's professional judgement, may jeopardize the Projects' efficient implementation and/or constitute violation of the contract conditions. The contract under Project 1 (Construction of a biogas production facility) is ongoing and the contract administration and technical supervision assistance will be taken over from the previous PIU Support consultant.

- Assist LVK and the PIUs to set up structure to easily report on post project environmental, climate mitigation and financial outcome of the Project 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management) and advise LVK with respect to all aspects, which, in the Consultant's professional judgment, may jeopardize the projects efficient implementation and/or constitute violation of the contract conditions.

¹ The project structure will formally require that two separate PIUs are established, for Project 1 (Construction of a biogas production facility) and Project 2 (Rehabilitation of the WWTP). It is foreseen that the same staff members of LVK will be engaged in the two PIUs.

The assignment is a standard PIU support assignment, but incorporates several complex arrangements. It will require extensive liaison with the PIUs, the previous PIU Support consultant for Project 1 (Construction of a biogas production facility), in particular during the inception period for hand-over, and other stakeholders. It should be underlined that Project 1 (Construction of a biogas production facility) formally will be reported to EBRD and Nefco and Project 2a (Rehabilitation works and sludge management) formally will be reported to Nefco. A separate consultant is expected to be contracted by EBRD for procurement and implementation support under Project 2b (Grit chambers and overflow control). Nefco and EBRD are, however, implementing the full investment together and in partnership, and the Consultant shall therefore expect to communicate with both organizations and accommodate to these organizations' differences.

It is expected that with the involvement of the Consultant, LVK will have access to best international practice in implementation of projects and with regard to procurement procedures. This also extends to knowledge of specific technical issues, including environmental and social matters.

3. SCOPE OF WORK

The scope of this consultancy assignment is delimited to **Project 1 (Construction of a biogas production facility)** and **Project 2a (Rehabilitation works and sludge management)**. Project 2b (Grit chambers and overflow control) will be managed under a separate PIU Support Consultancy project in parallel (financed by EBRD) and is beyond the scope of this assignment.

The scope of work will include but is not limited to the below main tasks and responsibilities:

- Support in capacity building of PIU;
- Development of PIU operating procedures;
- Development of the Environmental and Social Action Plan for Project 2 (Rehabilitation of the WWTP) and a Results Framework;
- Support in project implementation for Project 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management);
- Support in design and preparation of Tender Documentation, including technical specifications for Project 2a (Rehabilitation works and sludge management);
- Procurement and contracting support for Project 2a (Rehabilitation works and sludge management);
- Support in ensuring compliance with Financing Agreements and other agreements;
- Support in contract administration and construction supervision for Project 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management);
- Arrangement of timely disbursements under the contracts related to Projects 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management);
- Preparation of a sludge management plan.

3.1. SUPPORT IN CAPACITY BUILDING OF THE PIU

The PIU for Project 1 (Construction of a biogas production facility) has been subject to extensive capacity building efforts since its initiation and has developed a high capacity of independent work. Thus, the Consultant should be prepared to provide advanced capacity building support to further improve the functions of the PIU and prepare the PIU to, to increasing degree, independently undertake all operating procedures and systems. The PIU has in place and is currently using operating procedures and systems for Project 1 (Construction of a biogas production facility). It is foreseen that

these operating procedures and systems can be used as the basis for the Project 2 (Rehabilitation of the WWTP).

3.1.1. DEVELOPMENT OF PIU OPERATING PROCEDURES

The Consultant will provide a “hands-on” training and supervision for respective PIU personnel to develop or update, implement and document all PIU operating procedures and systems in line with the Loan Agreements and Grant Agreements.

These operating procedures and 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 Projects, 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 and debt service reserve accounts and preparation of the appropriate documentation as required by Nefco and EBRD; (v) systems for financial reporting to meet reporting requirements specified in the respective Loan Agreements and Grant Agreements;
- 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 the dates for all decisions and approvals over the forthcoming six months;
- An Environmental and Social Management system aligned with Nefco and EBRD environmental and social requirements that promotes the application of EU standards and international best practices.

3.2. SUPPORT IN PROJECT IMPLEMENTATION

3.2.1. DEVELOPMENT OF PROJECT IMPLEMENTATION PLANS (PIP)

The existing PIP includes one contract related to Project 1 (Construction of a biogas production facility, which is implemented by a consortium of Riko (Slovenia) and Cambi (Norway)). The Consultant, in consultation with LVK and the PIU, shall from time to time verify and adjust the contract implementation schedule.

The Consultant shall develop a PIP for Project 2a (Rehabilitation works and sludge management), including a Procurement Plan (PP), acceptable for LVK, Nefco and EBRD. The PP is to include brief information on contract(s) under Project 2b (Grit chambers and overflow control) to be provided by EBRD or the (different) consultant responsible for Project 2b (Grit chambers and overflow control). The Consultant is expected to consult several construction sector stakeholders to assess whether the budgets are realistic.

During implementation of this assignment, the Consultant shall regularly review and update the PIPs. The PIPs shall cover all aspects of the Project implementation, and will include, *inter alia*:

- Project Programme – a detailed programme of implementation showing all activities and key events and justifications 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 Project. This will be based on existing proposal of cost estimates and conditions of payment in each of the contracts;

- Procurement Plan to be granted no-objection by Nefco and EBRD as early as possible – the Consultant will advise on the best contract approach for each project contract;
- Project Risk Matrix – a risk matrix outlining the key challenges and risks associated with the Project and measures proposed to deal with them.

The PPs are subject to Nefco’s and EBRD’s no-objection.

3.2.2. OBTAINING TIMELY APPROVAL OF ANY CHANGES TO PIP AND PP

Following approval of the PIPs by LVK, Nefco and EBRD, the Consultant will closely monitor progress against the PIPs, including the PPs, during the whole assignment. Where the Consultant identifies the need to change any aspect of the PIPs and/or PPs, a request for approval, accompanied by a clear outline of the need for such a change, will be submitted to the LVK.

3.2.3. ENVIRONMENTAL AND SOCIAL ACTION PLANS (ESAP)

The most recent ESAP for Project 1 (Construction of a biogas production facility) was approved in 2021. The Consultant is expected to assist in the preparation of a (separate) ESAP for Project 2 (Rehabilitation of the WWTP). The Consultant shall carry out an analysis of environmental and social aspects of the overall Project regarding expected reductions of possible nutrient load, emissions and possible counter effects as well as social requirements that apply to LVK. The following components shall, in particular, be included:

- Review of relevant national and European Union environmental, social, health and safety laws, regulations and standards and assessment to which extent these will be met within the framework of the proposed investment programme;
- Quantification of environmental and social impacts of the investments, focusing on quantifying the pollution reductions and cross-border environmental benefits resulting from the project, in particular nutrient load, electricity consumption and CO₂;
- Review of social requirements to the LVK in the areas of human resources and employment policies, gender equality, occupational health and safety requirements, community health, safety and security as related to LVK operations, and public interaction;
- Identification of any environmental and social risks that are associated with the Project and existing operations of LVK;
- Identification of potential past environmental liabilities which may affect the implementation of the overall Project (e.g. soil and ground water contamination as a consequence of past and present operations).

The ESAP for Project 2 (Rehabilitation of the WWTP). should include:

- corrective actions to mitigate potentially significant environmental and/or social risks, impacts and issues associated with the existing facilities;
- measures to avoid or mitigate any potential adverse environmental and social impacts, risks and issues during construction and operation stages;
- measures providing environmental and social benefits and improving environmental quality if possible;
- an environmental and social monitoring and management plan, including necessary staff and other resources;
- a future information programme to inform the public on the progress made on the environmental and social aspects of the project (including a grievance mechanism);
- emergency response, pollution control and containment measures to deal with material pollution incidents.

Moreover, the Consultant shall develop one or several templates for a Results Framework for Lviv WWTP project to be used to monitor and report progress to donors as required under the Grant Agreements. The Results Framework should be coordinated with the environmental and social monitoring and management plan. Reporting on the Results Framework can be integrated as an item of the ESAP and the PIU is to be instructed and supervised by the Consultant in data collection.

3.3. SUPPORT IN DESIGN AND PREPARATION OF TECHNICAL SPECIFICATIONS

The Consultant shall support in the preparation of Project Design Documentation and technical specifications for Project 2a (Rehabilitation works and sludge management). The Project Design Documentation has been developed and approved for Project 1 (Construction of a biogas production facility), is beyond the scope of this assignment and no further procurements are foreseen.

3.3.1. ASSIST IN PREPARATION AND REVIEW OF DESIGNS PREPARED BY LOCAL DESIGN INSTITUTES

The Consultant will assist LVK in swift initiation and preparation of technical designs (including the review of design specifications), and once prepared by local design institutes, review and verify the designs with regard to supply and installation contracts to be implemented to ensure that the design documentation is suitable for open tendering and international contracts.

3.3.2. DEVELOPMENT OF EMPLOYER'S REQUIREMENTS

The Consultant shall prepare the required design specifications, technical specifications and bill of quantities in the detail sufficient for inclusion in tender documents in line with Nefco's Recommended Tender Documents and, where appropriate, other internationally accepted standard tender documents. All design specifications shall meet requirements of Ukrainian Law and international standards, where appropriate. The Consultant will be responsible for preparing the draft contract(s) in line with the approved contract approach.

3.3.3. PREPARATION OF TECHNICAL SPECIFICATIONS

The Consultant shall develop design specifications, technical specifications and bills of quantities for goods, supply and installation contract(s), where appropriate, as well as environmental and social requirements. All specifications shall meet the requirements of the Ukrainian Law and international standards.

3.4. PROCUREMENT SUPPORT

The Consultant shall support in the procurement and contracting specifications for Project 2a (Rehabilitation works and sludge management). The procurement has been completed for Project 1 (Construction of a biogas production facility) and is beyond the scope of this assignment.

3.4.1. MONITORING OF PROCUREMENT

The Consultant will oversee all activities and ensure that procurement is carried out in accordance with Nefco Procurement Policy and Procedures.

3.4.2. ADVICE ON PROCUREMENT STRATEGY

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

3.4.3. SUPPORT IN PREPARATION OF PROCUREMENT DOCUMENTATION

The Consultant will prepare the procurement documentation for contract(s) for approval by the LVK and for Nefco's no-objection. To this end, the Consultant will, *inter alia*:

- Prepare design specifications, technical specifications and bills of quantities in a form suitable for inclusion in Tender Documentation;
- Advise on the possibilities for alternatives, cost savings and value engineering opportunities etc. and the treatment of these in the Tender Documentation;
- Draft tender documents by using the Nefco's Recommended Tender Documentation and, where appropriate, other internationally accepted standard tender documents;
- Ensure that all applicable environmental procedures required by Nefco and LVK are addressed by the tender documents where required.

The Tender Documentation prepared by the Consultant shall include all the necessary requirements and initial data in the detail sufficient for a potential tenderer to prepare a responsive tender proposal. While developing the tender documents, the Consultant shall adhere to Ukrainian norms, regulations, standards and legislation, as well as international standards, where appropriate.

3.4.4. SUPPORT DURING THE PROCUREMENT PROCESS

The Consultant will provide support to the PIU throughout the procurement of contract(s), including repeated procurements if required. To this end, the Consultant will, *inter alia*:

- Draft and ensure that all procurement notices are placed in a timely manner in accordance with Nefco Procurement Policy and Procedures;
- Draft appropriate tender evaluation and qualification criteria;
- 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;
- Assist in arranging public tender opening and prepare minutes.

3.4.5. SUPPORT DURING THE EVALUATION PROCESS

The Consultant will take the lead in organising and managing the evaluation process of contract(s). To this end, the Consultant will, *inter alia*:

- Give guidance on the composition of the Evaluation Committee;
- 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 record these meetings, presenting the minutes for approval by PIU;
- Document the Committee's deliberations in relation to the evaluation report and compile the agreements there 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 Nefco.

The tender evaluation report(s) is subject to Nefco's no-objection.

3.4.6. INTEGRITY CHECKS OF THE SUCCESSFUL TENDERERS

The Consultant will provide support to the PIU in undertaking an integrity check and confirm the identity, management and financial position of the potential contractor(s), confirm that the firm has no pending criminal cases, tax cases or other litigations. Integrity checks of potential contractors shall be undertaken to mitigate the risk of fraud and reputational risks.

The integrity checks are carried out prior to completion of the procurement procedure and contract awarding, the preliminary winner, recognised by the Tender Evaluation Committee as being substantially responsive will be subject to an integrity assessment.

This check should include, but should not be limited to, the following activities:

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

The Consultant will, if requested, continuously monitor integrity issues in case of pending criminal cases. Nefco's Ethics and Compliance Department will provide guidance and support.

3.4.7. SUPPORT DURING CONTRACT FINALISATION

The Consultant will provide support to the PIU during finalization of contract(s). To this end, the Consultant will, *inter alia*:

- Prepare a brief for PIU indicating all the items to be resolved in the clarifications for pre-contract meeting, if any;
- prepare a draft negotiation protocol incorporating all understandings between the parties and ensuring 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 copy such inquiries and responses as appropriate to Nefco.

The contracts are subject to Nefco's no-objection.

3.5. SUPPORT IN ASSURING COMPLIANCE WITH LOAN AGREEMENTS, GRANT AGREEMENTS AND OTHER AGREEMENTS

The Consultant will provide support in assuring compliance with the Loan Agreements and Grant Agreements and other agreements under Project 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management).

3.5.1. CONDITIONS PRECEDENT

The Consultant will advise LVK and the PIU on actions required to discharge the Conditions Precedent/effectiveness to the availability of funds.

3.5.2. PREPARING DISBURSEMENT REQUESTS

The Consultant will supervise LVK and the PIU to prepare all disbursement requests and obtain the necessary authorised signatures and to submit these in good time in accordance with the Loan Agreements and Grant Agreements.

3.5.3. REPORTING IN ACCORDANCE WITH THE LOAN AGREEMENTS AND GRANT AGREEMENTS

The Consultant shall provide on-the-job training and supervision to LVK and the PIU to meet all reporting requirements stipulated under the Loan Agreements and Grant Agreements and other 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).

3.5.4. ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY MATTERS

The Consultant will ensure that all applicable environmental procedures required by Nefco and the EBRD are being adhered to and that the PIU is duly informed of the procedures.

The Consultant will support the LVK in implementing the environmental and social monitoring and management plan outlined in the ESAPs to ensure that new equipment is used and operated in strict compliance with the technical specifications and safety parameters and provide safety training on use of equipment or arrange such training from equipment suppliers. The Consultant shall advise LVK on proper evaluation and minimalization of potential risks associated with installation and operation of methane tanks, heat and power co-generation units as well as main and auxiliary equipment.

The Consultant shall supervise the PIU to independently collect data required under the Results Framework for Lviv WWTP project to be used for monitoring and reporting to donors.

The Consultant shall, in accordance with the ESAP, support LVK in communicating with polluting industries in order to tackle the phosphorous, nitrogen and pollutants concentration issues in the incoming wastewater. At all stages of the Project implementation, the Consultant shall ensure that the quality of reject water from the sludge treatment processes is properly monitored.

3.6. SUPPORT FOR ADMINISTRATION OF CONTRACTS, CONTRACT MANAGEMENT AND WORKS SUPERVISION

The Consultant will provide assistance in administration and management of the contracts as well as works supervision. Under the existing contract for Project 1 (Construction of a biogas production facility), the Consultant will perform the duties of Engineer by FIDIC Yellow Book and report to Nefco and EBRD. Under the contract(s) to be procured for Project 2a (Rehabilitation works and sludge management), the Consultant will support the Employer's Project Manager (PM) or equivalent in performing its duties under the contract(s) and report primarily to Nefco.

3.6.1. ADMINISTRATION OF CONTRACTS

The Consultant will support the Employer's Project Manager (PM) or equivalent, as these may be attributable to, specified and/or implied by the contracts under Project 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management), in accordance with international and local laws, technical standards and 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 designer, Project Manager or equivalent;
- administer the works and approve all materials, construction techniques and workmanship on a day-to-day basis in accordance with the contract(s);

- provide expert advice on all aspects of the works undertaken, especially regarding project management, health and safety measures, 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 the Project Manager 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;
- approve the contractor's work programmes and sources of construction materials and characteristics thereof;
- approve adjustment of the constructions on the given location and instruct the contractors on these issues;
- determine by measurement the value of the works in accordance with the contract(s) documents;
- issue Interim Certificates for Interim and Final Payment Certificates or equivalent to the PIU for approval and certifying quality, etc. and completion of all, or parts of, the works;
- determine the value and time impact of Variation Orders, Change Orders and Amendments to Contract and obtaining Nefco's and/or EBRD's no-objection;
- ensure that environmental protection, measures are implemented during construction and as permanent works are implemented;
- ensure that safety requirements (including on-site movements) are met and that the minimum disruption to operations is caused by the contract works;
- facilitate arrangements between the Contractor and utility undertakers and owners of private apparatus sharing occupation of the worksite;
- participate in the interim and final acceptance of works;
- agree the final measurement and payment on completion of contracts;
- review "As-built" drawings supplied by the Contractor;
- advise the PIU on all matters related to the execution of the contract(s), including settlement of the Contractor's claims;
- prepare works maintenance programme;
- train LVK staff to carry out maintenance inspection visits to each contract during the defects Liability Period;
- communicate and perform regular progress meetings with the contractors with regard to the follow-up of the implementation of contracts. The Consultant will also recommend to LVK and the PIU what requests, warnings and prescriptions should be made;
- participate in acceptance and testing and commissioning of equipment delivered;
- assist in preparation of acceptance certificates and other contractual documents; and
- carry out technical supervision for the detection of defects and reflection of problems during implementation of the contracts in line with Ukrainian legislation.

The Consultant shall seek prior approval from the LVK 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 PIU shall be obtained as soon as practicable;
- sanctioning additional items, sums or costs;
- approving the sub-contracting of any part of the works;
- approving any extension for the time(s) for completion; and

The Consultant shall also identify and advise LVK and the PIU 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 Consultant shall facilitate the process. Furthermore, the Consultant will ensure that any reporting requirements are met and incorporated into the procedures.

3.7. ARRANGEMENT OF TIMELY DISBURSEMENT UNDER THE CONTRACTS

To ensure timely disbursements under the contracts under Project 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management), the Consultant shall, *inter alia*:

- prepare or sum up cash flow forecast for the contracts and the Project in a whole;
- assist LVK and the PIU with financial planning;
- verify the invoices and payment documents for all contracts; and
- assist the LVK and the PIU to prepare disbursement requests according to Nefco and EBRD requirements.

3.8. PREPARATION OF SLUDGE MANAGEMENT PLAN

LVK, jointly with the City, previously developed a sludge management plan to avoid further load on sludge fields and potential contamination of environment. The Consultant will prepare an updated, more comprehensive sludge management plan developed in line with international best practice.

It is foreseen that the following information will be included in the updated sludge management plan, *inter alia*:

- Describe the baseline sludge management procedures at LVK, including operational and maintenance practices, the current size and status of sludge ponds for disposal, implemented works on sludge management (e.g. new sludge pipelines), operating expenses, permits and compliance with permits, environmental and climate impacts, risk assessment and staff capacity.
- Elaborate a development strategy and a long-term action plan based on the needs during the coming 30-year period taking into account Project 1 (Construction of a biogas production facility) and Project 2 (Rehabilitation of the WWTP). The long-term action plan may include investments, capacity building, technical assistance and other items on sludge management and other issues. It is to consider the final disposal of digestate from the biogas production facility.
- Prepare Priority Investment Program with the focus on the most critical actions based on potential to reduce the environmental and climate impact from sludge management, to ensure the effective operations of the biogas production facility and complying with regulatory requirements in the coming 3-year period.

- Develop a plan for a monitoring and reporting system to track sludge production, treatment efficiency, type of disposal, location and amount disposed, and environmental impact;
- Develop an emergency response plan for accidental spills, equipment failure, or natural disasters;
- Undertake a basic cost analysis results demonstrating that the sludge management practices are economically viable and sustainable in the long term;
- Appendices with key documents, e.g.:
 - Copy of sludge disposal agreements;
 - Copy of authorities' prior approval of disposal options and the associated disposal requirements;

4. IMPLEMENTATION ARRANGEMENT, DELIVERABLES AND DURATION

4.1. IMPLEMENTATION ARRANGEMENTS

The assignment is expected to have a duration of 36 months with envisioned kick-off in June 2025. The consultant should be fully aware and take into consideration that participation in this project will demand a flexible work plan since the duration of the project may be prolonged or reduced by several months, while the actual work load will remain fairly unchanged.

The Consultant will be responsible for the accommodation and transport for its staff. The Consultant will be responsible for all salaries, fees, allowances, insurance, leave pay and taxes for the staff involved in the assignment.

It is anticipated that LVK will provide the Consultant free of charge with furnished, serviced and maintained office space accommodation in a place that allows for effective cooperation with the PIU.

All relevant and available Project information, reports and documents will be made available for the Consultant by LVK.

All documentation related to the works will remain the property of LVK after completion of the assignment. The Consultant shall not publish, use or dispose of this documentation without the written consent of the LVK.

4.2. DELIVERABLES

4.2.1. INCEPTION REPORT (INCLUDING PIPs, ESAP AND PIU OPERATING PROCEDURES)

Not later than two months upon commencement of rendering the services, the Consultant will prepare and submit an Inception Report of maximum 25 pages (excluding appendices) to the LVK/PIU, Nefco and EBRD. This report will include information on the activities carried out in the Inception Phase, organisation of the Consultant's team, data collected from LVK, the capacity and resources of PIU and other relevant information the Project implementation. It should provide a detailed work plan in Gantt format for the upcoming six-month period, a schedule for reporting and deliverables and a training needs analysis for the PIU. The updated ESAP, PIU operating procedures and systems, PIPs, including the PPs, in accordance with the realistic project status will be attached to the report.

4.2.2. QUARTERLY REPORTS

The Consultant shall submit concise and clear Quarterly Reports of maximum 10 pages (excluding appendices) to the LVK (with copy to Nefco and EBRD) by the fifteenth day of the following quarter throughout the entire period of the contract. Each report will show events and progress for the Consultant's activities for each of the main tasks. During the works execution and supply administration stage the report shall show events and progress of the works for the previous quarter.

The detailed format of the Quarterly Report shall be proposed by the Consultant in the Inception Report, and shall include, but not be limited to, the following:

- Comparison of the actual and planned progress of works;
- Details of any aspects, which may jeopardise the completion in accordance with the Contract and the measures being (or to be) adopted to overcome such aspects;
- The Consultant's detailed work schedule for the next quarter in Gantt format;
- Description of difficulties and/challenges encountered or expected;
- Other information to be agreed with the LVK, PIU, Nefco and/or EBRD.

4.2.3. SLUDGE MANAGEMENT PLAN

Not later than nine months upon commencement of rendering the services, the Consultant will prepare and submit a Sludge Management Plan to the LVK/PIU, Nefco and EBRD. This report will include a baseline study of sludge management procedures at LVK, a development strategy and a long-term action plan, a Priority Investment Program, a plan for a monitoring and reporting system an emergency response plan, a cost analysis and relevant appendices.

4.2.4. FINAL REPORTS

The Consultant will prepare the drafts of two separate Final Reports for Project 1 (Construction of a biogas production facility) and Project 2a (Rehabilitation works and sludge management) of maximum 25 pages (excluding appendices) each one month prior to the end of the assignment and deliver it to the LVK/PIU, Nefco and EBRD. The Final Reports will in fact be a review of all of the Consultant's tasks, the level of fulfilment and necessary conclusions, including visual formats such as infographics, diagrams and/or tables, as well as problems encountered, lessons learned and recommendations. Upon receipt of the comments and suggestions from LVK/PIU, Nefco and EBRD, the Consultant will prepare the final version of the reports.

Inception, Quarterly and Final reports are minimum requirements and other reporting obligations may occur as deemed necessary for efficient and timely implementation of the project.

The reports must be submitted in the following way:

- The Inception Report and Quarterly Reports must be submitted electronically in the English language;
- The Sludge Management Plan and Final Reports must be submitted electronically in the English language.

4.3. VISIBILITY REQUIREMENTS

The assignment is funded by multiple donors which set visibility requirements. Nefco's and EBRD's respective Communication Departments will provide information on these requirements. The Consultant should be prepared to apply the visibility requirements and support the LVK in using them. Visibility requirements may apply to, but are not limited to, external documents (print, electronic or online) and events related to the Projects.

5. PROFILE OF THE CONSULTANT

Nefco expects to contract an organization (not individuals but a legal entity) for the assignment, since the assignment will demand several and very specific skill sets and **strong local representation in Ukraine**. The Consultant is required to have **practical experience of project implementation of**

IFI-financed projects in Eastern Europe², Caucasus and Central Asia (the relevant region), with the ability to drive projects forward under time pressure and challenging external conditions.

The Consultant shall be solely responsible for mobilisation of qualified engineers, technicians and other professional staff with proven experience in the administrative management, procurement and administration of similar works and acquiring the equipment for the projects in the relevant region. Note that civil servants and other staff of the public administration shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

The 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 Nefco, EBRD and LVK to ensure continuous coordination with the project beneficiaries and stakeholder institutions at all levels. The coordinator will be responsible for financial, administration and organizational matters related to the Assignment, Nefco, EBRD and other stakeholders.

Based on the fields of expertise and the tasks mentioned above, it is envisioned that the core team of the Consultant should consist at least of the following key international and/or local experts.

Position (evaluated experts ³)	Qualifications and skills	Professional experience
Team leader (1 expert)	<ul style="list-style-type: none"> ▪ Strong knowledge of project cycle management for projects financed by IFIs; ▪ Solid understanding of internationally accepted procurement rules and procedures; ▪ Excellent writing and communication skills in English are essential. Working knowledge of Ukrainian and/or Russian languages is advantageous; ▪ Strong planning and organisational skills, including team management. 	<ul style="list-style-type: none"> ▪ Minimum of 10 years of professional experience in projects of a similar nature and scope; ▪ At least 5 years of experience in managing public infrastructure projects financed by IFIs as a team leader; ▪ Experience of FIDIC contracts is advantageous
Project Coordinator and contract administrator (1 expert)	<ul style="list-style-type: none"> ▪ Strong knowledge of project cycle management of projects financed by IFIs; ▪ Strong knowledge of contracting practices, rules and legislation in Ukraine; ▪ Solid understanding of procurement rules and procedures of IFIs, in particular of Nefco and EBRD; ▪ Excellent communication skills in English and Ukrainian are essential. 	<ul style="list-style-type: none"> ▪ Minimum 5 years of professional experience in projects of a similar nature and scope; ▪ At least 3 years of experience with contract administration in municipal infrastructure projects financed by IFIs in Ukraine; ▪ Experience of financial, administration and organisational matters, reporting, communication with stakeholders in projects financed by IFIs.
Construction supervisor (2 experts)	<ul style="list-style-type: none"> ▪ Minimum Bachelor's degree in engineering, municipal infrastructure or similar; ▪ Qualification certificate (CC3) for implementation of technical supervision functions according to Ukrainian construction legislation; 	<ul style="list-style-type: none"> ▪ Minimum 5 years of professional experience in projects of a similar nature and scope; ▪ At least 3 years of experience in technical supervision of works in projects of a similar nature and scope including

² The countries in Eastern Europe considered relevant to this assignment are limited to Belarus, Moldova, Russia and Ukraine.

³ The maximum number of key experts that can be subject to evaluation per position.

Position (evaluated experts ³)	Qualifications and skills	Professional experience
	<ul style="list-style-type: none"> ▪ Proficiency in Ukrainian construction rules and standards related to the construction and reconstruction of water supply and wastewater systems; ▪ Proficiency in project cycle management, in particular for projects financed by IFIs; ▪ Ukrainian is essential. Working knowledge of English is advantageous. 	<p>quality and scope control of works implemented during construction, work acceptance in Ukraine;</p> <ul style="list-style-type: none"> ▪ Experience of working in projects financed by IFIs is advantageous;
Wastewater and Biogas Experts (up to 2 experts)	<ul style="list-style-type: none"> ▪ Minimum Master's degree in civil engineering or similar; ▪ Knowledge of Ukrainian and international standards and rules, best international practices applicable for water supply and wastewater systems; ▪ Experience in drafting design/technical specification and Employer's requirements; ▪ General knowledge of internationally accepted procurement rules is advantageous; ▪ At least one of the experts is required to have good written and communication skills in English. Fluency in Ukrainian and/or Russian is advantageous. 	<ul style="list-style-type: none"> ▪ At least 10 years of experience in preparation, design, process optimisation and/or evaluation of wastewater treatment plant projects as well as project monitoring in Ukraine; ▪ At least 5 years of experience in sludge digestion, biogas production and combined heat and power production; ▪ At least 5 years of experience of working in projects financed by IFIs; ▪ Experience of the thermal hydrolysis process is advantageous; ▪ Experience of FIDIC contracts is advantageous.
Senior Procurement and Contracts Expert (1 expert)	<ul style="list-style-type: none"> ▪ Minimum Master's degree in public management, business administration, procurement, law or equivalent field; ▪ Strong knowledge of project cycle management of projects financed by IFIs; ▪ Proficiency in internationally accepted procurement rules and procedures; ▪ Proficiency in procurement rules and procedures of IFIs, in particular of Nefco and EBRD; ▪ High proficiency in FIDIC contract administration and management; ▪ Excellent written and communication skills in English is required. Working knowledge of Ukrainian and/or Russian is advantageous. 	<ul style="list-style-type: none"> ▪ At least 10 years of experience in procurement documentation and contract preparation and administration in projects financed by IFIs; ▪ At least 7 years of experience of financial management and accounting in projects financed by IFIs; ▪ At least 5 years of experience of contract management under FIDIC contracts.
Junior procurement and financing expert (1 expert)	<ul style="list-style-type: none"> ▪ Understanding of project cycle management of projects financed by IFIs; ▪ Proficiency in internationally accepted procurement rules and procedures; ▪ Proficiency in contracting practices, rules and legislation in Ukraine; ▪ Proficiency in procurement rules and procedures of IFIs; ▪ Ukrainian is essential. Working knowledge of English is advantageous. 	<ul style="list-style-type: none"> ▪ At least 5 years of experience in procurement documentation and contract preparation and administration in projects financed by IFIs; ▪ At least 3 years of experience of financial management and accounting in projects financed by IFIs.
Environmental and social expert (1 expert)	<ul style="list-style-type: none"> ▪ Minimum Master's degree in Environmental Engineering, Environmental law or equivalent field; ▪ Knowledge of Ukrainian and EU environmental, social, gender equality, health and safety laws, regulations and standards with relevance to municipal infrastructure systems; 	<ul style="list-style-type: none"> ▪ At least 7 years of experience in implementation of environmental and social assignments in infrastructure projects funded by IFIs of similar nature and scope; ▪ At least 3 years of experience in environmental monitoring during construction of municipal facilities.

Position (evaluated experts ³)	Qualifications and skills	Professional experience
	<ul style="list-style-type: none"> ▪ Experience in monitoring of compliance with environmental and safety rules during construction/reconstruction of municipal facilities; ▪ Ukrainian is essential. Working knowledge of English is advantageous. 	
<p>Project of a similar nature and scope should be understood as construction and operations projects with an investment budget of at least EUR 5 million and related to the public and private wastewater treatment sector, in particular installation and commissioning of biogas production facilities.</p> <p>Experience in PIU support assignments should be understood as experience gained in a consulting role. Experience gained in a civil servant role is not considered relevant.</p> <p>IFI-financed projects should be understood as projects financed by international financing institutions and GIZ, Sida and USAID.</p>		

In addition, the Consultant is expected to involve local civil engineers (including automation engineer, mechanical engineer and electrical engineer) and designers with strong knowledge and experience in local construction practices, norms and requirements, as well as the local support staff to ensure proper implementation of its responsibilities under the assignment. The Consultant is expected to hire highly qualified interpreters to the extent needed to ensure smooth communication.

Annex 3: Securedmail manual

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!**

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