



The Nordic Green Bank

REQUEST FOR PROPOSALS

Nefco Green Recovery Programme for Ukraine – Second Phase

Country: Ukraine

Selection of Consultants for: Technical Assistance
with Project Selection, Feasibility Study and Project
Implementation Unit support to beneficiary
Municipal Entities

Client: Nefco

12 June 2025



Section 1. Letter of Invitation

Project:	Nefco Green Recovery Programme for Ukraine – Second Phase
Country:	Ukraine
Sector:	Multiple
Funding sources:	The Nordic Environmental Development Fund
Type of contract:	Consulting Services
Type of notice:	Framework Contract
Issue date:	12 June 2025
Closing date:	11 July 2025 at 12:00 local time in Helsinki

1. Context: Nordic Environmental Finance Corporation (“**Nefco**”) launched the First Phase of the Nefco Green Recovery Programme for Ukraine in July 2022 that provides investment grants to municipalities, or municipally owned organisations, for green recovery measures in multiple municipal sectors all over Ukraine. Currently, the Programme finances the implementation of more than 60 municipal green recovery projects in Ukraine with a total value of about EUR 250 million.

In 2025, Nefco intends to launch the Second Phase of the “Nefco Green Recovery Programme for Ukraine” (“**Programme**” or “**Second Phase**”) that will move away from full grant financing to blended finance, i.e. investment loans combined with investment grants. The proposed blended finance will allow for new sustainable investments that will pave the way for continued dissemination of EU aligned, environmentally beneficial, cost and energy efficient investments on a broad scale.

The Second Phase aims to mobilise investments implemented by municipalities, or municipally owned organisations, in the following key sectors (“**Key Sectors**”):

- Public buildings and municipal facilities, including energy efficiency measures and installation of renewable energy facilities.
- Sustainable water and wastewater management.
- District heating.
- Municipal solid waste management.
- Municipal renewable energy projects.

2. Programme Description: Nefco intends to engage a pool of qualified consultancy firms (“**the Consultants**”) under a Framework Agreement for consulting services related to “Nefco Green Recovery Programme for Ukraine – Second Phase” and from which individual assignments can be called off.

The call-off assignments will be related to selection of projects, preparation of a feasibility study and provision of support to the Project Implementation Unit (“**PIU**”) for the implementation of investment



projects in municipalities specified by Nefco. The municipalities are foreseen to be located in all parts of Ukraine.

The assignments may include, but not be limited to, the following key tasks to support Nefco, the PIU and other relevant stakeholders in:

- Preparatory tasks to assess, rank and support in selection of projects, implement scoping and feasibility studies of, among others, technical, financial and environmental issues which can be presented to the financier to enable them to assess and structure a bankable project and to justify their financial involvement.
- Capacity building, development of operating procedures, environmental and social assessments.
- Project preparation, including drafting and updating the Project Implementation Plan ("PIP"), implementation schedule, project budget, and Procurement Plan.
- Ensuring compliance with industry best practices and innovations for design solutions.
- Procurement and contracting of goods, works, and services and ensuring compliance with Nefco Procurement Policy and Procedures.
- Contract administration, construction supervision and arrangement of timely disbursements under the contracts.

3. Programme Start Date and Duration: The assignment is expected to start with call-off assignments in August 2025 and last for 41 months.

4. Maximum Budget Available for the Programme: The overall budget for the pool of qualified consultancy firms is expected to reach EUR 6,000,000 (exclusive of VAT).

Overall Budget of the Programme and Estimated Budgets for Individual Assignments: The overall budget of the Programme is expected to reach EUR 110,000,000 (exclusive of VAT). Proposed typical project size is in the range of EUR 1,000,000 - 15,000,000 depending on identified needs and potential of energy efficiency improvements. Budgets for individual assignments are expected to be in the range of EUR 50,000-1,000,000 (exclusive of VAT).

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

The selection of Consultants for inclusion in the pool shall be conducted exclusively based on responses received to this notification. Only those Consultants, who will pass the Mandatory Criteria and achieve a minimum total score of seventy (70) points or higher, as evaluated in accordance with the criteria set forth under Clause 2.5 of Section 2 – *Instructions to Consultants*, shall be considered as having been shortlisted. From among the shortlisted Consultants, up to four (4) highest-ranked shall be invited to submit financial proposals and enter into contract negotiations. Subject to the successful conclusion of such negotiations, a framework contract shall be signed with up to four (4) selected Consultants.

In the event that negotiations with any of the four (4) highest-ranked shortlisted Consultants are unsuccessful, the Client reserves the right to request a financial proposal from the next highest-ranked shortlisted Consultant.

Subject to the above, the Client further reserves the right, at its sole discretion, to request financial proposals from and enter into negotiations with any number of Consultants who have been duly



shortlisted, as may be necessary to ensure that framework contracts are ultimately concluded with a total of four (4) Consultants.

5. Indication of Interest

Please inform Nefco by e-mail to: procurement@nefco.int with a copy to Yuliia.shevchuk@nefco.int and T.Lytvyn@nefco.org.ua no later than **23 June 2025** if you intend to submit a proposal.

Any questions on the Terms of Reference (“ToR”) or the other documentation in the RfP shall be provided in writing clearly indicating the relevant clause to which that question refers to and shall be addressed to Nefco by e-mail: procurement@nefco.int with a copy to Yuliia.shevchuk@nefco.int and T.Lytvyn@nefco.org.ua no later than **26 June 2025**. All questions will be compiled by Nefco without any editing in the form they are sent to Nefco. Answers to the questions will be sent by e-mail to all Consultants that have confirmed their intent to prepare a proposal.

6. Submission of Proposals

Proposals shall be submitted to Nefco no later than at **12:00 hrs, noon, local time in Helsinki on 11 July 2025 (“Submission date”)**. You are recommended not to wait till last minute with submission, since the deadline is 100% strict and relates to Nefco’s reception of the proposal, which may occur several minutes after your submission to the system. Nefco may at its discretion extend the deadline for submission of proposals. Belated proposals will be rejected and returned unopened.

The requirements for the proposal are described in detail in Section 2 – Instructions to Consultants of this RfP. The attached standard forms are to be used for the purpose.

Proposal shall be submitted in English and must remain valid for 90 days, counting from the deadline for submission. Consultants willing to prepare and submit a proposal are responsible for all associated costs.

Only technical proposal shall be submitted before the deadline for submission of proposals indicated in this Clause 6 of Section 1 – Letter of Invitation

7. 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: “Nefco Green Recovery Programme for Ukraine – Second Phase”. In the message field please indicate at least the sender’s name and firm it represents.

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

Financial Proposal

The request to submit a financial proposal will be sent exclusively to the four (4) highest-ranked shortlisted Consultants upon completion of the evaluation of the Technical Proposals.

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

The Consultants will be selected under procedures described in this RfP, in accordance with [Nefco's Procurement Policy and Procedures](#) available at www.nefco.int under Procurement.



The Nordic Green Bank

This RfP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants

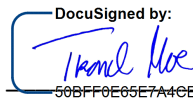
Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal – shall not be submitted now, only upon additional Nefco's request


Annexes:

1. Annex 1: Nefco's General Terms and Conditions for Consultancy Services
2. Annex 2: Terms of Reference
3. Annex 3: Securedmail manuals

Yours sincerely,

DocuSigned by:

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Trond Moe
Managing Director
Nordic Environment Finance Corporation

DocuSigned by:

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Ulf Bojö
Vice President
Nordic Environment Finance Corporation

Section 2 – Instructions to Consultants

1. Preparation and Submission of Proposals

- 1.1. Consultants submitting proposals are expected to examine carefully and respect all instructions, forms, General Terms and Conditions, ToR and specifications contained in this RfP. Failure to submit a proposal containing all the required information and documentation within the deadline specified in the Letter of Invitation of this RfP may result in rejection of the proposal. The standard forms in Sections 3 and 4 of this RfP shall be used as applicable.
- 1.2. Consultants shall submit only technical proposal by emails marked **“Technical Proposal”**. 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 opening of proposals. The financial proposals submission will be requested exclusively from the four (4) highest-ranked shortlisted Consultants following the completion of the evaluation of technical proposals.
- 1.3. **Technical Proposal** (not exceeding 10 pages, excluding curricula vitae (“CV”s) according to the table below:

Form number	Form name	Maximum number of pages
TECH 2A	A - Consultant's Organisation	2
TECH 2B	B - Consultant's Experience	Max 1 page per project and 6 pages in total
TECH 5	Team composition and task assignments	2
Technical Proposal excluding CVs		10
TECH 6	Curriculum Vitae (CV)	Max 3 pages of each CV

CVs maximum 3 pages each. If documents are longer, only the first 10 pages for technical proposal and 3 pages per CV respectively will be considered. Font size 11 (Times New Roman) for both technical proposal and CV, with the 1.15 line spacing option. The position for which each candidate is proposed shall be clearly indicated in the CV under the heading “Position Proposed” and shall correspond exactly to the title specified in this RfP. CVs must be submitted for all members of the proposed Key Staff. The number of candidates proposed shall strictly correspond to the requirements specified in the ToR. Where the ToR requests the nomination of one (1) candidate, only one candidate shall be proposed. Where the ToR specifies that multiple candidates shall be proposed, the number submitted must match the number requested by the ToR. In the event that the Consultant proposes more candidates than requested, Nefco reserves the right, at its sole discretion, to select and evaluate only one of the proposed candidates and shall have no obligation to provide any justification for its selection. 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 about the firm and, in the case of a joint venture (JV) or any other form of association, about all member-firms of such association. Consultant may provide information about sub-consultant(s), however, the

evaluation of the sub-consultant's qualification and experience will not be conducted at the technical proposals evaluation stage. 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 (last 10 years) 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) Composition of the team (Key and Non-Key Staff) which the Consultant proposes to provide in the field and in the home office, together with CV of each individual team member (only Key Staff) and the specific task(s) to which each team member would be assigned. The team leader and the Key Staff listed in the evaluation criteria table (section 3.6 of the Instructions to Consultants) shall be specifically identified. Members of the team having requisite experience outside their own country, preferably under conditions similar to those prevailing in the project country. The language conditions for the assignment are stated in the ToR. If the Consultant 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 CV of that member.
- (c) The Consultant shall demonstrate that they have access to office space, a vehicle, necessary equipment, local counterpart support, and other relevant resources,.

2. Evaluation of Proposals

- 2.1. Evaluation of the proposals will be carried out by an evaluation committee appointed by Nefco.
- 2.2. Mandatory Criteria: A Proposal will be rejected if it does not clearly demonstrate that it meets the following Mandatory Criteria:

Mandatory Criterion #	Requirement	Pass/Fail
1	Demonstrated experience of at least three (3) successfully completed projects with a minimum consultancy contract value of EUR 400,000, in the Key Sectors of municipal infrastructure during the last ten (10) years. Projects should be implemented in post-Soviet countries of Eastern Europe (Ukraine, Moldova, Russia and Belarus).	
2	Local presence, which should be demonstrated by providing names of a Ukrainian legal entity (-ies) or individual experts located in Ukraine and engaged by a Lead Consultant, who will be part of the project team.	

- 2.3. **Technical proposals** shall be evaluated and merit points awarded based on the criteria listed in the table below. However, the (a), (b) and (c) factors presented below need to be considered:

- (a) The firm's experience in the disciplines forming part of the total assignment, with the recent (last 10 years) specific reference to experience in the countries of Eastern Europe

and/or Central Asia that are at institutional transformations stage. Experience working in the conflict-affected countries will be considered as an advantage.

- (b) The qualifications, experience and competence of the candidates proposed for the assignment.
- (c) Evaluations will be conducted only in accordance with the Evaluation Criteria listed below, which were developed based on the requirements of the ToR and this RfP.

A technical proposal may be treated as non-responsive if information with respect to any of the factors (a), (b) or (c) as requested in Clause 2.2. is omitted. The workload of the candidates in other ongoing assignments and their availability to undertake the assignment in case of an award, will be examined after the preliminary winner has been determined. If the conclusion of such examination is that an candidate(s) evaluated is(are) not likely to have the availability indicated in the proposal, a reassessment of the scoring will be made, with possible influence on the ranking of the Consultant.

Only Consultant(s) (i) passed Mandatory Criteria; (ii) awarded a minimum of 70 technical proposal merit points; and (iii) having technical merit points within 15 points of the highest technical score will be shortlisted.

Any proposal failing to meet any Mandatory Criteria will not be considered for further evaluation.

If **no Consultant** scores the required minimum of technical points, Nefco reserves the right to shortlist the Consultant scoring the highest technical points (but below 70 points), or to reject all proposals. 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.

- 2.4. All Consultants, whose proposal passed the Mandatory Criteria, will be evaluated in accordance with the evaluation criteria/sub-criteria and points assigned for each criterion/sub-criterion listed below:

No	PRINCIPAL FACTORS IN EVALUATION	Maximum points
I	Experience of Consulting Firm or any Associations/JVs	
	a) Demonstrated experience of at least three (3) successfully completed project with a minimum consultancy contract value of EUR 400,000, in the Key Sectors of municipal infrastructure during the last ten (10) years. <i>(8 points out of 20 points)</i> b) Proven experience in providing support to municipal Project Implementation Units (PIUs) and/or similar institutional arrangements. <i>(4 out of 20 points)</i> c) Demonstrated experience being involved across the entire municipal project cycle, including preparation, management, design, procurement, and supervision. <i>(6 points out of 20 points)</i> d) Demonstrated experience of the projects funded by International Financial Institutions (IFIs) <i>(2 points out of 20 points)</i>	<u>20</u>

No	PRINCIPAL FACTORS IN EVALUATION	Maximum points
	a) Demonstrated experience in the disciplines relevant to the assignment, with specific reference to the last ten (10) years of work in countries of Eastern Europe and/or Central Asia that are at institutional transformations stage. Experience of work in Ukraine in the disciplines relevant to the assignment would be an advantage <i>(8 points out of 10)</i> . b) Experience working in conflict-affected countries <i>(2 points out of 10)</i> .	<u>10</u>
	Sub-total for Criterion I	30
II	Qualifications and competence of key experts¹	
	1. <u>Team Leader</u> a) Master's degree in engineering, municipal infrastructure, economics, or in a related field. <i>(2 points out of 15 points)</i> b) Professional Experience and Project Leadership (6 points out of 15 points. 2 points to each sub-criterion) (i) Minimum of 10 years in relevant fields. (ii) At least 7 years in preparation and management of projects financed by international organisations. (iii) At least 5 years managing public infrastructure projects of comparable size with sustainable and environmental impacts, preferably as a team leader. c) Proven knowledge of internationally accepted procurement rules and procedures, particularly in the context of IFIs-funded projects. <i>(5 points out of 15 points)</i> d) Proven excellence in written and verbal communication in English, demonstrated through education, international project experience, or roles in English-speaking environments. <i>(1.5 points out of 15 points)</i> e) Working knowledge of Ukrainian demonstrated through education, international project experience, or roles in Ukrainian-speaking environments is considered as an advantage. <i>(0.5 points out of 15 points)</i>	15
	2. <u>Deputy Team Leader</u> a) Master's degree in engineering, municipal infrastructure, economics, or a related field. <i>(1 point out of 10 points)</i> b) Professional Experience and Project Leadership (5 points out of 10 points. 1 point to each sub-criterion) (i) Minimum 7 years of professional experience in relevant fields.	10

¹ For those positions where the ToR indicates the need for more than one key staff for each position, Nefco reserves the right to base the combined evaluation on the number of experts deemed relevant. The final score will be calculated as the average of the individual scores

No	PRINCIPAL FACTORS IN EVALUATION	Maximum points
	<p>(ii) At least 5 years of experience working on infrastructure projects in Ukraine funded by IFIs.</p> <p>(iii) At least 3 years of experience as a team leader or deputy team leader in municipal infrastructure projects in Ukraine.</p> <p>(iv) Experience providing support to Project Implementation Units (PIUs).</p> <p>(v) Proven knowledge of project cycle management</p> <p>c) Proven knowledge of internationally accepted procurement rules and procedures. (1 point out of 10 points).</p> <p>d) Proven understanding of Ukrainian legislation and contracting practices related to infrastructure projects. (1 point out of 10 points).</p> <p>e) Good knowledge in written and verbal communication in English, demonstrated through education, international project experience, or roles in English-speaking environments. (1 point out of 10 points)</p> <p>f) Demonstrated working knowledge of Ukrainian . (0.5 points out of 10 points)</p> <p>g) Proven experience in leading EU and/or Nefco projects will be considered an advantage. (0.5 points out of 10 points)</p>	
	<p>3. <u>Technical Experts</u> <i>(A combined evaluation of all experts listed under items 3, 4, 5, 6, and 7 in the table referred to in Clause 6 of the ToR will be conducted based on the specified criteria, with the final score calculated as the average of the individual scores).</i></p> <p>a) Master's degree in engineering, municipal infrastructure or a related field. (1 point out of 9 points)</p> <p>b) Professional Experience (5 points out of 9 points)</p> <p>(i) Minimum 7 years of professional experience in relevant fields (1 point).</p> <p>(ii) At least 3 years of experience working on projects funded by international organisations, with proven knowledge of project management (1 point)</p> <p>(iii) At least 3 years of experience in Ukraine in preparation or review of civil works designs and cost estimates, preparation of technical specifications for tender documentation, and project monitoring. (2 points)</p> <p>(iv) Proven knowledge of project cycle management (1 point)</p> <p>c) Knowledge of internationally accepted procurement rules and procedures. (2.5 points out of 9 points)</p>	9

No	PRINCIPAL FACTORS IN EVALUATION	Maximum points
	Proven good written and verbal communication skills in English demonstrated through education, international project experience, or roles in English-speaking environments are considered as an advantage. (0.5 points out of 9 points)	
	<p>4. <u>Technical Experts on Work Supervision</u> <i>(A combined evaluation of two experts will be conducted based on the specified criteria, with the final score calculated as the average of the individual scores).</i></p> <p>a) Master's degree in engineering, municipal infrastructure, or a related field. (1 point out of 8 points)</p> <p>b) Possession of a valid qualification certificate in accordance with Ukrainian legislation, authorizing the expert to perform technical supervision of construction works. (2 points out of 8 points)</p> <p>c) Professional Experience (2 points out of 8 points. 1 point to each sub-criterion)</p> <p>(i) Minimum 7 years of professional experience in relevant fields.</p> <p>(ii) At least 3 years of experience working on projects funded by international organisations.</p> <p>d) Proven knowledge and practical experience in work supervision within the construction sector and proven knowledge of project cycle management, particularly in the context of donor-funded projects. (2 points out of 8 points)</p> <p>e) Proven good written and verbal communication skills in English demonstrated through education, international project experience, or roles in English-speaking environments are considered as an advantage. (0.5 points out of 8 points)</p> <p>f) Proven working experience in the field of sustainable municipal projects would be an advantage. (0.5 points out of 8 points)</p>	8
	<p>5. <u>Lead Procurement Expert</u></p> <p>a) Master's degree in engineering, economics, finance, law, public administration or a related field, or, in its absence, a minimum of 10 years of relevant professional experience. (1 point out of 8 points)</p> <p>b) Professional Experience (4 points out of 8 points. 2 points to each sub-criterion)</p> <p>(i) Minimum of 10 years of professional experience in relevant fields.</p> <p>(ii) At least 7 years of professional experience in procurement documentation and contract preparation for projects</p>	8

No	PRINCIPAL FACTORS IN EVALUATION	Maximum points
	<p>financed by International Financial Institutions (IFIs) and/or other international organisations.</p> <p>c) Demonstrated knowledge of project management, particularly in the context of projects funded by international organisations. (2 points out of 8 points)</p> <p>d) Proven excellence in written and verbal communication in English, demonstrated through education, international project experience, or roles in English-speaking environments. (1 point out of 8 points)</p>	
	<p>6. Senior Procurement Expert</p> <p>a) Master's degree in engineering, economics, finance law, public administration, or a related field, or, in its absence, a minimum of 7 years of relevant professional experience. (1 point out of 6 points)</p> <p>b) Professional Experience (2 points out of 6 points. 1 point to each sub-criterion)</p> <p>(i) Minimum of 7 years of professional experience in relevant fields.</p> <p>(ii) At least 5 years of professional experience in procurement documentation and contract preparation for projects financed by International Financial Institutions (IFIs) and/or other international organisations.</p> <p>c) Demonstrated knowledge of procurement and contracting practices, rules, and legislation in Ukraine. (2 points out of 6 points)</p> <p>d) Proven good written and verbal communication in English, demonstrated through education, international project experience, or roles in English-speaking environments would be an advantage. (1 point out of 6 points)</p>	6
	<p>7. Financial and Disbursement Expert</p> <p>a) Master's degree in finance, economics or a related field, or, in its absence, a minimum of 5 years of relevant professional experience. (1 point out of 5 points)</p> <p>b) Professional Experience (4 points out of 5 points.)</p> <p>(i) At least 5 years of experience in financial management and /or accounting.</p> <p>(ii) At least 3 years of experience in financial, economic and/or social analyses related to due diligence, feasibility studies and similar;</p>	5

No	PRINCIPAL FACTORS IN EVALUATION	Maximum points
	(iii) At least 3 years of experience with financing rules and procedures of International Financial Institutions (loans and grants), as well as municipal financial budgeting and reporting procedures applicable in Ukraine and communication with authorities.	
	<p>8. <u>Environmental and Social Expert</u></p> <p>a) Master's degree in environmental science or management. (1 point out of 6 points)</p> <p>b) Professional Experience (2 points out of 6 points. 1 point to each sub-criterion)</p> <p>(i) Minimum of 7 years of professional experience in fields relevant to environmental and social assessments, studies and monitoring.</p> <p>(ii) At least 5 years of experience in implementation of environmental and social assignments including monitoring in infrastructure projects having sustainable and environmental impacts.</p> <p>c) Demonstrated knowledge of Ukrainian and EU environmental, social, health and safety laws, regulations and standards with relevance to Key Sectors. (2 point out of 6 points)</p> <p>d) Proven good written and verbal communication in English and in Ukrainian, demonstrated through education, international project experience, or roles in English and Ukrainian speaking environments. (1 point out of 6 points)</p>	6
	<p>9) <u>Communication Expert</u></p> <p>a) Bachelor's degree Communication or related field. (0.5 points out of 3 points)</p> <p>b) Professional Experience (1.5 points out of 3 points. 0.5 points to each sub-criterion)</p> <p>(i) Minimum 5 years work experience in communication activities, public awareness, of which at least 3 years in Ukraine / Ukrainian organisations.</p> <p>(ii) Experience of public sector administration in Ukraine.</p> <p>(iii) Experience of working with IFIs, and/or international organisations</p> <p>c) Experience in content creation, social media, public relations. (0.5 points out of 3 points)</p> <p>d) Fluency in Ukrainian is essential. (0.5 points out of 3 points)</p>	3
	Sub-total for Criterion II	70
	TOTAL	100



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The proposed key experts are expected to have gained the experience in a consultancy role providing PIU support rather than as a member of a PIU.



3. Financial Proposal

- 3.1. At this stage, the submission of financial proposals is not required. Upon completion of the evaluation of the technical proposals, only the four (4) highest-ranked Consultants, each having passed the Mandatory Criteria and obtained a minimum total score of seventy (70) points or above, will be invited to submit a financial proposal and to enter into contract negotiations. The format and required content of the financial proposal will be specified by Nefco at that time.

4. Contract Negotiations and Award

- 4.1. All terms and conditions related to contract negotiations will be defined and communicated by Nefco concurrently with the invitation to submit financial proposals.

5. Type of Contract

- 5.1. Subject to the successful conclusion of contract negotiations, Nefco shall enter into Framework Contract with up to four (4) Consultants. The principles and criteria governing the issuance and allocation of call-off assignments under the Framework Contract will be set forth in the invitation to submit financial proposals and will be further defined and agreed upon during the contract negotiation process.

Section 1 – Partial 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 “**Nefco Green Recovery Programme for Ukraine – Second Phase - Technical Assistance with project selection, feasibility study and Project Implementation Unit support to beneficiary Municipal Entities**” in accordance with your Invitation for Technical. We are hereby submitting our Technical Proposal, which includes this partial Technical Proposal consisting of:

- Consultants’ Organisation and Experience (Form TECH-2 – Consultant’s Organisation and Experience);
- Team Composition and task assignment (Form TECH-5);
- Curriculum vitae (CVs) for proposed key staff (Form TECH-6).

[We are submitting our Technical 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 Technical Proposal are true and accept that any misinterpretation or misrepresentation contained in it may lead to our disqualification.

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

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

Yours sincerely,

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

Name and Title of Signatory:

Name of Firm/Individual:

Address:

Section 1 – Partial Technical Proposal – Standard Forms

FORM TECH-2 CONSULTANT'S ORGANISATION AND EXPERIENCE

A - Consultant's Organisation

Provide here a brief (max 2 page) 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 6 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 1 – Partial Technical Proposal – Standard Forms

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Key Staff				
Name of staff	Firm/Individual	Area of Expertise	Position Assigned	Tasks Assigned
			Team Leader	
			Deputy Team Leader	
			Technical Expert on public buildings, focusing on energy efficiency measures and installation of renewable energy facilities	
			Technical Expert on sustainable water and wastewater management	
			Technical Expert on district heating	
			Technical Expert on municipal solid waste sector	
			Technical Expert on renewable energy projects	
			Technical Expert #1 on work supervision	
			Technical Expert #2 on work supervision	
			Lead Procurement expert	
			Senior Procurement expert	
			Financial and Disbursement expert	
			Environmental and social expert	
			Communication expert	
			Local Coordinator	

Section 1 – Partial Technical Proposal – Standard Forms

Non-Key Staff				
Name of staff	Firm/ Individual	Area of Expertise	Position Assigned	Tasks Assigned

Section 1 – Partial Technical Proposal – Standard Forms

FORM TECH-6
CURRICULUM VITAE (CV) FOR PROPOSED KEY 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 Key Staff:

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

Expert’s contact information: (e-mail, phone.....)

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

{day/month/year}

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

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
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Section 1 – Partial 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.
- **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

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financial or other benefit or undue advantage for oneself or for a third party, or to avoid an obligation.

- **Obstruction** meaning

- (i) deliberately destroying, falsifying, altering or concealing evidence material to an investigation;
- (ii) making false statements to investigators in order to materially impede an investigation;
- (iii) failing to comply with requests to provide information, documents or records in connection with an investigation;
- (iv) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a NEFCO investigation or from pursuing an investigation; or
- (v) materially impeding NEFCO's contractual rights of audit or access to information; and

- **Money laundering** meaning

- (i) the conversion or transfer of property, knowing that such property is derived from criminal activity, to conceal and disguise the illicit origin of the property, or assisting any person who is involved in the commission of such activity to evade the legal consequences of this action;
- (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing such property is derived from criminal activity;
- (iii) the acquisition, possession or use of property knowing, at the time of receipt, that such property was derived from criminal activity; or
- (iv) participation or assistance in any of the activities above; and

- **Financing of terrorism** meaning the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out terrorist activities (the "terrorist activities" shall have the same meaning as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism).

Date:

Signature:

[Name and position]

for and on behalf of

[Name of the firm/individual or joint venture]

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



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 an suspected or alleged breach of the Anticorruption Policy or the SEAH Policy, and shall require its agents, attorneys, accountants or other advisers, to cooperate as reasonably required during any due diligence, audits or investigations carried out by NEFCO. The Consultant shall also make relevant personnel available for a meeting with the NEFCO representative.
- 14.6 NEFCO shall, in its sole discretion, have the right to terminate the Agreement with immediate effect, should it become apparent in the reasonable opinion of NEFCO that the Consultant, the Assigned Personnel or any other parties involved in the provision of the Services have engaged in Prohibited Practices or in SEAH, and/or have not adhered to the obligations under this Section 14.

15 REFERENCE RIGHT

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

16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.
- 16.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, which has not been settled amicably by mutual agreement of the Parties within 60 (sixty) days after the other Party's receipt of a written request for negotiations by either Party to such effect, shall be finally settled by arbitration administered by the 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.

Terms of Reference

Nefco Green Recovery Programme for Ukraine –
Second Phase

Country: Ukraine

Selection of Consultants for: Technical Assistance
with project selection, feasibility study and Project
Implementation Unit support to beneficiary
Municipal Entities

Client: Nefco

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1. INTRODUCTION

Nordic Environment Finance Corporation (Nefco) is an international financial institution founded by the five Nordic countries, financing climate and environmental projects primarily in Eastern Europe. Ukraine has the most Nefco-funded projects, with around 200 focused on municipal infrastructure and energy efficiency.

The war in Ukraine has caused significant damage to infrastructure, resulting in billions of financial losses and large-scale migration within and beyond Ukraine's borders.

The Green Recovery Programme for Ukraine ("**Programme**") was approved by Nefco's Board in June 2022. The aim of the Programme is to provide financial and technical support to recovery projects, creating a connection between humanitarian crisis management and long-term sustainable development. The Programme will support the green economy and transition during the recovery process. It aims to enhance and finance projects with high environmental goals focused on rebuilding infrastructure at the municipal level to ensure that Ukraine is rebuilt in a more environmentally friendly manner. This Terms of Reference pertains to the second phase of the Programme. During the Second Phase, the Programme will provide blended finance, combining investment loans with investment grants.

These Terms of Reference (ToR) define the objectives, tasks and qualification requirements for projects preparation and implementation support within the Programme.

For the Programme it is envisaged procurement of Project Preparation and Implementation Unit Support Consultants (hereinafter "**the PIU Consultants**" or "**the Consultants**"). Project Implementation Unit (hereinafter "**the PIU**") will be formed by employees of municipalities.

2. BACKGROUND INFORMATION

The Second Phase of the Programme aims to mobilise investments implemented by municipalities, or municipally owned organisations, in the following **key sectors**:

- Public buildings and municipal facilities, including energy efficiency measures and installation of renewable energy facilities.
- Sustainable water and wastewater management.
- District heating.
- Municipal solid waste management.
- Municipal renewable energy projects.

Maximum Budget Available for the Programme: The overall budget for the pool of qualified consultancy firms is expected to reach EUR 6,000,000 (exclusive of VAT).

Overall Budget of the Programme and Estimated Budgets for Individual Assignments: The overall budget of the Programme is expected to reach EUR 110,000,000 (exclusive of VAT). Proposed typical project size is in the range of EUR 1,000,000 - 15,000,000 depending on identified needs and potential of energy efficiency improvements. Budgets for individual assignments are expected to be in the range of EUR 50,000-1,000,000 (exclusive of VAT).

Nefco is preparing a pipeline of municipalities based on their capacity to repay loans, manage infrastructure projects, and meet recovery needs. This will be coordinated with Ukraine's Ministry for Development of Communities and Territories of Ukraine and the EU.

NEFCO will assign around 15 municipalities preliminary proposals to four consultancy companies based on prior experience in specific municipalities, capacity for new projects, and team qualifications.

The Consultants in each city will:

- Identify key sector projects with high environmental impact and resilience to war and post-war conditions.
- Develop project proposals and feasibility studies.
- Provide implementation support services as outlined in this ToR.

3. THE ASSIGNMENT

3.1. Objectives of the Assignment

Nefco is now looking to engage qualified Consultants to support the Project Preparation and Implementation Units Support to be established by the municipalities for the implementation of the Programme.

The support by the Consultants is essential to assist them in preparing and implementing projects in a way that ensures the greatest possible positive impact and sustainability.

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

- Support Ukrainian municipalities/beneficiaries through technical advice and capacity-building support, in preparing high-quality proposals for sustainable green projects, including project financing plans and project implementation schedules.
- Support local authorities in proper implementation of the projects by providing guidance and oversight during preparation, procurement and implementation.

4. SCOPE OF WORK

The Consultants are expected to provide technical assistance to the municipalities participating in the Second Phase in the Programme with support on preparatory and implementation measures in projects in the key sectors. Assignments will be called off under the framework contract and may vary in scope and detail as relevant based on the needs in the municipality, sector and timeline. Thus, the ToR should be considered indicative to the tasks to be implemented under the scope of work.

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

4.1. Task 1: Project preparation

The Consultants shall prepare the necessary technical, financial, environmental and social due diligence, which will be appraised by the respective municipality as well as by Nefco for the prospective financing. The exact scope and level of detail of the due diligence will differ in different cities and key sectors.

The Consultants in each city shall:

- Identify key sector projects with high environmental impact and resilience to war and post-war conditions.
- Develop project proposals and feasibility studies.

Under the indicative scope of the development of project proposals and feasibility studies, the Consultants shall:

- Present and analyse the current status of the Beneficiary and the legal, administrative, governance, technical, operational, financial, environmental and social context related to the key sector and foreseen investment and technical measures in the respective municipality.
- Evaluate the financial capacity of municipalities to obtain loan financing and determine the borrowing limit in accordance with the constraints set by the Budget Code of Ukraine.
- Review and map the context of institutional, legal and regulatory implementation related to the key sector and foreseen investment sufficiently detailed to provide Nefco and the stakeholders with a clear understanding of the requirements for implementation of the investments, including but not limited to required permits, licenses and others.
- Verify, prioritise and rank a list of objects to identify and justify the inclusion of the most critical technical measures under the investment programme based on criteria set by Nefco and the municipalities (e.g. environmental impact, cost-effectiveness and/or social impact).

- Analyse and present the environmental and social impact of the technical measures to be included in the investment programme.
- Prepare a financial analysis of the measures to be included in the investment programme based on the capital expenditures and forecasting of impact on revenues and costs (e.g. operational expenditures and financing costs) originating from the technical measures and its implications on the municipality's budget.
- Develop an investment programme in which the technical measures are outlined and prioritised. The investment programme is to include the following information for each included measure: general description (facility, location, equipment); brief specification of the foreseen investment (specification of works/equipment); estimated capital expenditure in EUR; estimated operations and maintenance expenditures in EUR per year; conclusions of the environmental and social impact analyses and relevant permit, license and/or other regulatory issues, if any, and/or.
- Prepare a priority investment plan which includes a detailed description (facility, location, use, general technical requirements) of the investment programme; technical description of equipment (capacity, size and quantity) with options; cost estimates for capital and operational expenditures and summary of estimation of economic, environmental and social impacts.

Projects must be aligned with Nefco's Environmental and Sustainability Policy and Guidelines which are available through this link: <https://www.nefco.int/impact/how-we-assess-impact/>.

4.2. Task 2: Management and capacity building support to the municipalities

The Consultants shall provide project management support to the respective municipalities in order to establish the local PIUs (formed by municipalities), and to co-ordinate, administer, manage, monitor and evaluate all aspects of the projects, including project implementation, contract and financial administration.

The Consultants shall organise kick-off meetings with the beneficiaries as soon as possible after signing the financial agreements with Nefco. The Kick-off meeting shall result in an initial plan of action, agreed with respective municipalities including timing and nature of project activities, coordination with project stakeholders. The client's expectations should be heard and managed.

In addition, the following items should be covered:

(1) Information to the municipalities regarding basic documents and guidelines to be followed, such as the Framework Agreement between Nefco and Ukraine, Nefco's Procurement Policy, Nefco's Practical Guide for Municipal Investment Projects; (2) roles of the PIU, the PIU Support Consultant and Nefco; (3) lines of communication; and (4) procedures for decision making.

Furthermore, the Consultants shall identify training needs for the municipalities and PIU staff, to effectively implement the projects. It is envisaged that training may be required in the following areas:

- Procurement procedures.
- Control and reporting, including financiers and other stakeholders.
- Administration of contracts (technical design, testing, supervision and inspection).
- Accounting and disbursement processing (to ensure their compliance with financier's requirements).
- Environmental and Social management.

It is envisaged that training will include both formal training workshops and informal on the job training. The Consultants are expected to support the establishment of PIUs, satisfactory to municipalities and Nefco and capable to discharge the obligations under the projects.

The PIUs should be of a size and structure appropriate to the complexity of respective project. The PIU teams are expected to consist at least of the following experts:

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

The Consultants shall develop job descriptions, including key qualifications required, for the PIU staff. Municipalities will identify and appoint staff members with the requisite skills. Responsibilities and communications between the parties should be clearly defined.

The Consultants shall assist the municipalities to establish the operating systems and procedures required to manage the projects, including drafting of brief PIU Operations Manuals including, inter alia:

- A Project Procedures System, setting out the responsibilities and authorities of the parties involved in design and construction, 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, including: (i) project accounting and budget management systems; (ii) procedures for payments for services, goods and works; (iv) management of project accounts and preparation of the documentation as required by Nefco; (v) systems for financial reporting to Nefco meeting reporting requirements specified in the financial 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 dates for decisions and approvals over the forthcoming six months.

The Consultants, in consultation with municipalities and based on the priority investment plan (if available), shall develop well-structured Project Implementation Plans (PIPs) including Procurement Strategy and Procurement Plan with well identified scopes of work, investment measures and associated costs.

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

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

The Procurement Plan shall be developed, approved by the municipality and submitted for Nefco's no-objection. Following approval of the PIP by the municipality and Nefco, the Consultants will closely monitor progress against the PIP. Where the Consultants identify the need to change any aspect of the PIP and/or Procurement Plan, a request for approval, accompanied by a clear outline of the need for such a change, will, with the support of the Consultants, be submitted by the municipality to Nefco.

4.3. Task 3: Support in local procedures, including assistance in obtaining approval from the Ministry of Finance of Ukraine, as well as the state registration of international assistance projects with the Secretariat of the Cabinet of Ministries of Ukraine

The Consultants shall provide expert advice and assistance to municipalities in close coordination with relevant local, regional, and central authorities. This support will focus primarily on facilitating the acquisition of all necessary approvals required for successful project implementation, including but not limited to:

- Securing financing approvals from city councils.
- Obtaining borrowing approvals from the Ministry of Finance of Ukraine.
- Registering grant-financed technical assistance projects with the Cabinet of Ministers of Ukraine.

The Consultants are expected to maintain continuous communication and coordination with municipal authorities and the Project Implementation Unit (PIU) during the entire period from project approval until the completion of project implementation.

4.3.1. Assistance in obtaining approval from the Ministry of Finance of Ukraine

Procedure of local borrowing by obtaining loans from international financial institutions is regulated by Budget Code of Ukraine and the Resolution of the Cabinet of Ministers of Ukraine No.110 "On Approving

Regulation on Local Borrowings Implementation". In accordance with the Resolution, municipalities shall prepare a package of documents and submit it to the Ministry of Finance for approval of the loan terms and conditions. The documentation package includes documents to be prepared by the financial unit of the municipality including documents to be preliminarily approved by the city council.

The Consultants shall maintain continuous coordination with the municipality's financial unit, the Project Implementation Unit (PIU), and the Ministry of Finance regarding approval for the project, including but not limited to:

- Supporting the securing of financing approval from the city council by assisting, continuously monitoring, and facilitating the PIU in the preparation of necessary documentation for the city council's decision.
- Supporting the preparation and review of documents in accordance with the Ministry of Finance's requirements and guidelines.
- Informing Nefco on the status of the Ministry of Finance's approval process, including reporting any significant deviations from the planned schedule.

4.3.2. Support in state registration of grant financed project

Ukrainian legislation requires all technical assistance projects to be registered with the Cabinet of Minister of Ukraine. This registration is also required for obtaining the right for VAT exemption for contractors. The registration package includes the Procurement Plan for all procurements of goods, works and services planned in the Project as well as a number of other documents signed by Nefco, municipalities and respective Regional Administration as well as contractors and all sub-contractors.

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

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

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

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

4.4.2. Development of employer's requirements

The Consultants shall be responsible for preparing the required technical requirements and specifications for the plant & works in the detail sufficient for inclusion in tender documents. All technical specifications shall meet the requirements of Ukrainian Law and international standards. The Consultants shall also be responsible for preparing draft contracts.

4.5. Task 5: Procurement support

4.5.1. Monitoring of procurement

The Consultants shall oversee all procurement activities and ensure that procurement is carried out in accordance with Nefco's Procurement Policy and Procedures.

4.5.2. Advice on procurement strategy

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

4.5.3. Support in preparation of a general procurement notice

The Consultants shall prepare a draft General Procurement Notice (GPN) for the project, which shall be published on the Nefco website in accordance with the requirements and within the timeframe specified by Nefco's Procurement Policy and Procedures, and shall also collect expressions of interest. Where necessary,

the Consultants shall also conduct a procurement training for potential contractors, covering procurement rules and other relevant aspects of the projects.

4.5.4. Support in preparation of Procurement Documentation

The Consultants shall prepare the procurement documentation for approval by the municipalities and for obtaining required “No-objections” from Nefco. To this end, the Consultants shall, inter alia:

- Draft tender documents based on Nefco’s Recommended Tender Documents (available from Nefco) and, where appropriate, other internationally accepted standard tender documents.
- Develop appropriate tender evaluation and qualification criteria.
- Advise on the possibilities for alternatives, cost savings and value engineering opportunities etc. and the treatment of these in the Tender documents.
- Ensure that all applicable environmental procedures required by Nefco are addressed by the tender documents.

The Procurement documentation shall be prepared in English (unless otherwise agreed with Nefco) with a translation into Ukrainian.

4.5.5. Support during the procurement process

The Consultants shall support the municipalities throughout the procurement process. To this end, the Consultants shall, inter alia:

- Draft and ensure that all procurement notices are placed in a timely manner in accordance with Nefco Procurement Policy and Procedures.
- 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 inquiries, arrange for approval and issue and record the same.
- Assist in arranging any site meetings, information meetings or other pre-tender events, and record the same and
- Assist in arranging public tender opening and prepare minutes.

The Consultants shall take into consideration that projects needs may require procurement of several lots, each requiring preparation of separate package of tender documentation, tender procedure, evaluation report and all related assistance to the municipality in connection with this. It should also be noted that in case of unsuccessful tenders, re-tenders may take place.

4.5.6. Support during the evaluation process

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

- Give guidance on the composition of the Evaluation Committee and to the Committee as required. Assist the Committee with initial examination and detailed evaluation of submitted tender proposals.
- Provide draft detailed technical evaluation report for consideration by the Committee. Compile the evaluation report in a standard format, including all technical and financial analyses and clarifications requested and received.
- Arrange for meetings of the Evaluation Committee, attend as an advisor and keep record of these meetings, presenting the minutes for approval by the municipalities.
- Document the Evaluation Committee’s deliberations in relation to the evaluation report and compile the agreements reached into the report prior to seeking all approvals.

- Ensure that all queries and complaints are promptly attended to as appropriate and copy such inquiries as appropriate to Donors.

4.5.7. Integrity checks of the successful tenderers

Prior to the finalization of the procurement procedure and the awarding of the contract, the preliminary winner, as determined by the Tender Evaluation Committee to be substantially responsive, shall be subject to a comprehensive integrity assessment.

Integrity assessment of the winner of a tender shall be carried out to mitigate the risk of fraud and the reputational risk of municipalities and Donors. The integrity checks shall basically confirm the identity, management and financial position of the contractor, confirm that the company is not ineligible or under sanctions, as defined by Nefco's Procurement Policy and Procedures. This examination should include, but should not be limited to, the following activities:

- Verifying that the tender is not in a conflict-of-interest situation.
- Verifying whether the evaluated tenderer had any integrity and/or corruption issues.

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

4.5.8. Support during contract finalisation

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

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

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

4.6.1. Management of contracts and works supervision

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

- Review the working drawings prepared by the Contractor, for approval by the Project Manager or equivalent.
- Support the Project Manager in administering the works and approving all materials, construction techniques and workmanship in accordance with the contract(s).
- Provide expert advice on all aspects of the works undertaken, especially regarding project management, measurement, contracts monitoring and quality control.
- Ensure the proper programming, recording, measurement and accounting of the works by means of contemporary management and measurement techniques.
- Carry out monitoring of the project progress and promptly report to PM the details of any aspect that may jeopardize the progress of the works, as well as any implications such aspects may have on the original time of completion or cost of the works, and the measures being (or to be) adopted to mitigate these risks.

- Provide regular information on the status of the contract's implementation to the head of the PIU and to Nefco.
- Participate in regular progress meetings with the PIU and contractors on the progress of contracts implementation and issues to be addressed. The Consultants shall also recommend to the municipalities the measures to be undertaken to address the implementation issues identified and
- Ensure technical supervision for the detection of defects and reflection of problems during implementation of the projects according to Ukrainian law.

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

- Issuing any Variation Order/Change Order/Amendment to Contract with financial or time implications, except in an emergency situation when the approval of the Project Manager shall be issued as soon as practicable.
- Sanctioning additional items, sums or costs.
- Approving the sub-contracting of any part of the works; and
- Approving any extension for the time(s) for completion.

The Consultants shall coordinate the work of all other parties involved in the projects. To this end, the Consultants shall assist the municipalities to:

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

The Consultants shall also identify and advise the municipalities to initiate the procedures for all necessary local or sector licenses, permits or other approvals, including but not limited to licenses related to Site access, Building permits for permanent and temporary works as appropriate.

4.6.2. Health, safety and environmental plans (HSE) preparation and monitoring

The Consultants shall:

- Develop general HSE guidelines to be applied in all projects and take care that the Contractors develop and execute the project and site-specific HSE plans.
- Work closely with the works contractors and their responsible HSE specialists to ensure that safety on site is adhered to. Regular HSE oriented site visits and/or monitoring visits should be carried out in addition to the works supervision visits.
- Train / conduct a capacity building session to respective PIUs members and/or representatives from the municipalities in terms of key HSE requirements.
- Supervise that all workers and people on-site are instructed and trained accordingly on HSE management.
- Due to the military state in Ukraine and potential military risks on-site the instructions shall include clear emergency plan of action in case of the air raid or related incidents.
- All relevant HSE aspects should be adhered to already at the stage of development of the procurement documentation and contracts signature.

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

4.7.1. Arrangement of timely disbursement under the contracts

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

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

4.7.2. Conditions Precedent

The Consultants shall advise the municipalities on actions required to discharge the Conditions Precedent/effectiveness to the availability of funds according to Financial (Grant and Loan) Agreements between Nefco and the municipalities.

4.7.3. Reporting in accordance with the Finance Documents

The Consultants shall provide on-the-job training to the municipalities to meet all requirements stipulated in the Financial Agreements. This includes regular reporting on any time-dependent covenants, implementation of any time or progress-dependent elements such as insurance policies, general progress reporting (programme, progress and financial status).

4.7.4. Environmental Matters

The Consultants shall ensure that all applicable environmental procedures required by Nefco are being adhered to and that the municipalities are duly informed about the procedures.

4.8. Task 8: Communications

The Consultants shall be responsible for communications activities related to the project such as awareness raising, content creation, capacity building and dissemination of results of the project(s), and work in close cooperation with Nefco and/or Nefco's authorized partner:

4.8.1. Awareness raising

- Ensure donor and Nefco visibility in all communications activities related to the Project(s).
- Ensure key messages are coherently used in all communications.
- Convey easily understandable messages about the benefits of implementing green and sustainable technologies and solutions, which would help target audiences see the benefits of not only rebuilding but rebuilding in a sustainable way.

4.8.2. Content creation

- Provide content, photography and video material from the project sites, which can also be used by Nefco and the donor in various communication activities.
- Create social media postings about project progress and milestones achieved, including relevant hashtags, and share these with Nefco and the donor.

4.8.3. Dissemination of results

- Regular status report meetings (mainly online) as regards communications activities with Nefco and/or Nefco's authorised partner.
- After project completion, create relevant reports, see 5.5. Reporting requirements.

4.8.4. Other

Assist Nefco or Nefco's authorised partner with media relations on local level by:

- Providing contacts, when needed, for journalist briefings, pitches and news article distribution.
- Informing about inquiries from media outlets/journalists, NGOs and/or general public.
- Alert on possible critical topics and (negative) media coverage that may require prompt actions.

5. IMPLEMENTATION ARRANGEMENTS AND REPORTING REQUIREMENTS

5.1. Logistics, timing and arrangements

Programme Start Date and Duration: The assignment is expected to start with call-off assignments in August 2025 and last for **41 months**.

In average, each projects implementation is expected to be completed within 18 months from the commencement date.

The Consultants are responsible for the office space for experts. In some cases, municipalities can provide office space for the Consultants. It is expected that the experts may work remotely when feasible as long as they can deliver their services to the expected quality. The Consultants must ensure that its experts have all the necessary computer hardware, and the software required to deliver the services, as well as the necessary office equipment. The Consultants are responsible for the residential accommodation for their specialists, whenever necessary, as well as for local and international transportation, office consumables, communications, internet and other required costs. The Consultants will be responsible for all salaries, fees, allowances, insurance, leave pay and taxes for the staff involved in the Assignment.

5.2. Cooperation with selected municipalities

Selected municipalities will designate:

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

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

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

5.3. Management of the Programme

The Team Leader appointed by the Consultants will be responsible for running the assignment and delivering the outputs on time and at a good quality level.

The Programme is managed by Nefco, the responsible body. The Consultants will provide Nefco with all relevant CVs of experts, reports, minutes of meetings, draft documents that are to be published/disseminated, proposals for the use of the budget for incidental expenditure, etc. relating to each activity to be implemented under the Programme. Before the activities can be carried out, some of these materials will need prior review and Nefco's No objection, as defined in Nefco's Procurement Policy and Procedures.

Throughout the duration of the projects, particular attention will be paid to keeping a low carbon footprint, in particular, it is encouraged to hold project and coordination meetings via video conferencing or conference call. Women's participation in the projects will be encouraged and documented, be it as hired experts or participants in project activities.

5.4. Project Implementation Plan

A Project Implementation Plan for each project shall be prepared, once a grant and loan agreements are signed between Nefco and concerned municipalities and contain the following steps:

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

5.5. Reporting requirements

The Consultants shall provide Nefco with information, data and documentation through submission of periodic reports prepared during the course of service or specific reports prepared at the request of Nefco. In addition, the Consultants shall prepare and maintain full and proper records of all meetings and discussions. All reports shall include an "executive summary" of 1-2 pages, allowing key stakeholders easy access to the Consultant's analysis and recommendations. Wherever possible, the Consultants will present findings as well-designed graphs, diagrams or tables, rather than as pure text, clearly indicating assumptions made and mentioning the sources of information.

Below mentioned reports are minimum requirements and other reporting obligations may occur as deemed necessary for efficient and timely implementation of sub-projects. The Consultants shall also prepare and submit the ad-hoc reports and/or short project status reports on various aspects of the assignment, if/when and as requested by Nefco.

Name of report	Content	Time of submission
Consultant's own reporting		
Inception report	Analysis of existing situation and project implementation plan (including training and communication plan).	No later than 3 weeks after mobilisation of the Consultant's.
Regular brief reports according to the agreed format	Short and concise updates to inform about the progress in project implementation.	Every two weeks
Biannual progress reports	Short description of progress (technical and financial) including problems encountered; planned work for the next 6 months. Any difficulties encountered or expected in the implementation of the project will be stipulated. Maximum 15 pages (excluding the annexes).	No later than 1 month after the end of each 6-months implementation period.
Draft final report	Description of achievements including problems encountered and recommendations. Maximum 50 pages (excluding annexes).	No later than 1 month before the end of the implementation period.
Final report	Description of achievements including problems encountered, mitigating measures and recommendations.	Within 2 weeks after receipt of comments on the draft final report from Nefco.
Communication Plan	Plan for each project considering security situation and requirements of Nefco describing the main target groups, communications responsibilities,	As part of PIP in the inception report, 2 weeks after the start of the

Name of report	Content	Time of submission
	goals and main communications activities and materials to be developed.	assignment.
Projects reports		
Tender Evaluation report	Description of receipt and opening of tenders; Preliminary examination of tenders; Evaluation and comparison of tenders and Award recommendation.	On completion of Tender evaluation stage
Progress Reports	Description of projects progress, including the percentage completion achieved; Update on project costs, identified risks of cost overruns, if any; Recommendations on implementation risks' mitigation; Conclusion on City's readiness for tranche disbursement	On each disbursement within 2 weeks of receiving the disbursement documentation
Site-visits reports	Work progress, construction deviations, if any, photos.	Within 2 days of visit

Interim Reports shall include an “executive summary”, highlighting the key developments, conclusions and recommendations. Wherever possible the Consultants shall make use of graphs, diagrams or tables, as an illustration of the text.

The reports shall be submitted in the following way:

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

6. CONSULTANTS PROFILE

It is envisaged that the Consultants are international consulting companies **with strong local representation in Ukraine**, with the capacity to engage local experts in the project municipalities.

The Consultants will be responsible for the overall projects' support and monitoring including compliance with international practices.

The consultancy companies, either alone or in partnership with others, must present at least 10 years of significant experience in supporting municipal PIUs or similar setups throughout the entire infrastructure project cycle (preparation, management, design, procurement, supervision) funded by international financial institutions. The companies must also demonstrate at least 10 years of extensive knowledge in municipal infrastructure projects within the Former Soviet Union countries, including in particular Ukraine, Moldova, Belarus, and Russia.

The Consultants shall mobilise highly qualified staff for the implementation of the Programme, with relevant expertise and hands-on experience of Nefco's procedures and the ability to assist in drafting highly-qualified project descriptions, financing plans and other crucial decision documents and plans in accordance with Nefco's requirements. In addition, the Consultants shall be able to drive projects forward under time pressure.

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

Required experts

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 Consultants shall adapt the staffing of the team based on the requirement to be able to operate in sub-teams and run projects in parallel under time-pressured circumstances and distribute project responsibilities for respective position/function effectively.

The proposed key experts are expected to have gained experience in a consultancy role providing PIU support rather than as a member of a PIU. The presumed number of experts is indicated in the table below:

No	Experts	Number of experts
	Total number	20
1	Team Leader	1
2	Deputy Team Leader	1
3	Technical Expert on public buildings, focusing on energy efficiency measures and installation of renewable energy facilities	1
4	Technical expert on sustainable water and wastewater management	1
5	Technical Expert on district heating	1
6	Technical Expert on municipal solid waste sector	1
7	Technical Expert on renewable energy projects	1
8	Technical Expert on work supervision	2
9	Lead Procurement expert	1
10	Senior Procurement expert	1
11	Financial and Disbursement expert	1
12	Environmental and social expert	1
13	Communication expert	1
14	Local Coordinator	1
15	Non-key experts (CVs are not required at this stage)	5

The Team Leader will develop close collaborative links with Nefco to ensure permanent coordination of Project management with the project beneficiaries and stakeholder's institutions at all levels. The Local coordinator will be responsible for (1) financial, administration and organizational matters related to the Assignment, (2) reporting, (3) communication with municipalities.

Experience in project management and knowledge of international procedures and rules are required for all experts.

Please refer to the Request for Proposal, sub-section 2.3, for information regarding experience of Consulting Firm or any Associations/JVs, qualifications and competence of key experts.

Non-key experts

The Consultants are expected to nominate other non-key experts for the Assignment, including but not limited to technical translator.

The Consultants should provide for reasonable distribution of budget between experts and be prepared for approximately 50% overall presence in the field during the Assignment including periods of tender evaluation contract award, design and construction phases.

CVs of key experts and the Local Coordinator are required at this stage. CVs of non-key experts will be presented prior to their respective call-off Assignment.

7. KEY CONTACTS AT NEFCO

Nordic Environment Finance Corporation (Nefco)

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

Annex 3

Securedmail manuals

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

Go to the website www.securedmail.eu.

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

Alternatively, you can attach this link to your browser:

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

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

Click "Send".

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

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.