

Request for Proposals - #SE01-1

for

Technical Assistance Framework Agreement – Green Recovery for Ukraine

Selection of Consultants under a Framework Agreement for the Provision of Technical Assistance in Project Preparation, Feasibility Studies, and Support to Project Implementation Units for Beneficiary Municipal Entities

Country: Ukraine

Client: Nefco

Nefco Green Recovery Programme for Ukraine – Sida

Section 1 – Letter of Invitation

Helsinki, 20 May 2026

Dear Sir/Madam,

The Nordic Environment Finance Corporation (“Nefco”) is administering funds provided by Swedish International Development Cooperation Agency (Sida) that will be allocated for consulting services to assist with project preparation, development of feasibility studies, and support to project implementation units (“PIUs”) for beneficiary municipal entities.

Nefco now invites proposals to provide consulting services for the assignment titled “Technical Assistance Framework Agreement – Green Recovery for Ukraine” (Selection of Consultants under a Framework Agreement for Technical Assistance in Project Preparation, Feasibility Studies, and Support to Project Implementation Units for Beneficiary Municipal Entities). Further details of the required services are provided in the attached Terms of Reference (“ToR”).

A notification of this Request for Proposals (“RfP”) has been published on Nefco's webpage.

1. Scope of services under the framework agreement

- 1.1. Nefco intends to engage a pool of qualified consultancy firms (“the Consultants”) under a Framework Agreement for consulting services related to “Nefco Green Recovery Program for Ukraine – Sida” and from which individual assignments can be called off.
- 1.2. The call-off order will be related to preparation of projects, development of feasibility studies and provision of support to the PIUs for the implementation of investment projects in municipalities specified by Nefco. The municipalities are foreseen to be located in all parts of Ukraine.
- 1.3. 1.3. The assignments may include, but not be limited to, the following key tasks to support Nefco, the PIUs and other relevant stakeholders in:
 - (i) Reviewing, verifying and elaborating of project proposals, as well as conducting scoping and feasibility studies to enable financiers to assess and structure bankable projects.

- (ii) Capacity building, development of operating procedures, and conducting of environmental and social assessments.
- (iii) Project preparation, including drafting and updating Project Implementation Plans (“PIP”), implementation schedules, project budgets, and Procurement Plans.
- (iv) Ensuring compliance with industry best practices and the application of innovative design solutions.
- (v) Procurement and contracting of goods, works, and services, ensuring full compliance with Nefco Procurement Policy and Procedures.
- (vi) Contract administration, construction supervision and arrangement of timely disbursements under the contracts.

2. Start date and duration

- 2.1. The Framework Agreements are expected to be signed in July 2026 and will enter into force from the date of signature, remaining valid for a period of 72 months.
- 2.2. Individual assignments will be commissioned through call-offs issued by Nefco in accordance with the terms of the Framework Agreements.

3. Maximum budget available

- 3.1. The overall budget of the Consultancy Services is expected to amount up to 5,000,000 EUR – either for performance of feasibility studies or for more specialized PIU Consultancy services in support of investment projects and implementation processes.
- 3.2. Budgets for individual consultancy assignments are expected to be in the average range of EUR 50,000 – 500,000 (exclusive of VAT) depending on the complexity of assignments.

4. Indication of interest

- 4.1. Please inform Nefco by e-mail to procurement@nefco.int, with a copy to sander.bredal@nefco.int no later than 9 June 2026 of whether you intend to submit a proposal.
- 4.2. Any questions regarding the RfP, the ToR, or the other documentation comprising the RfP, shall be submitted in writing to procurement@nefco.int, with a copy to sander.bredal@nefco.int, no later than 9 June 2026. All questions will be compiled by Nefco without any editing and circulated in the form received.
- 4.3. The subject line of the e-mail shall include the RfP reference and the consultant's name. Responses to the questions will be distributed by e-mail no later than 10 calendar days prior to the proposal submission deadline to all consultants who expressed interest and downloaded RfP. The identity of the consultant submitting a question will not be disclosed.

5. Deadline for submission of proposals

- 5.1. Both technical and financial proposals must be submitted to Nefco simultaneously in separate secured emails no later than at 12:00 hrs (noon) Helsinki (Finland) time on 29 June 2026 (proposals submission date). Nefco may at its discretion extend the deadline for submission of proposals. All Consultants will be informed about extension of the proposal's submission deadline by e-mail and through the websites, where the notification of this procurement was published.
- 5.2. Consultants shall submit proposals electronically, before the deadline for submission of proposals. Consultants are strongly advised not to wait until the last minute to submit their proposals. The deadline is strict, and any proposal received after the indicated submission deadline shall be rejected and not considered for further evaluation.
- 5.3. The proposal shall be divided into two parts: a technical proposal and a financial proposal. The requirements for submission of the proposals are described in detail in Section 2 – Instructions to Consultants of this RfP. The standard technical and financial forms must be used for this purpose.
- 5.4. Proposals shall be submitted in English and must remain valid for ninety (90) calendar days after the proposal's submission deadline. Consultants

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

6. Submission of proposals

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

Email A: Technical Proposal

The Technical Proposal shall be sent to Nefco to email address procurement@nefco.int by using this link <https://www.securedmail.eu/message/procurement@nefco.int>. Please indicate as title in the subject line: "Technical Proposal - RfP #SE01-1 - [NAME OF FIRM]". The password shall be sent as an SMS to the number +358 50 462 9780.

For further information, please see Annex 3 enclosed to this RfP.

Email B: Financial Proposal

The Financial Proposal shall be sent to Nefco to email address nelly.eriksson@nefco.int by using this link <https://www.securedmail.eu/message/nelly.eriksson@nefco.int>. Please indicate as title: "Financial Proposal - RfP #SE01-1 - [NAME OF FIRM] ". The password shall be sent as an SMS to number +358 50 597 8028.

For further information, please see Annex 3 enclosed to this RfP.

- 6.2. In case there are problems with the SecureMail system, please contact nelly.eriksson@nefco.int for further assistance.
- 6.3. The Consultants will be selected through an Open Competitive Selection in accordance with Nefco's Procurement Policy and Procedures (available at www.nefco.int Procurement policy | Nefco

This RfP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

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

Annex 2: Terms of Reference

Annex 3: SecureMail manuals

Annex 4: Draft Call-off Form

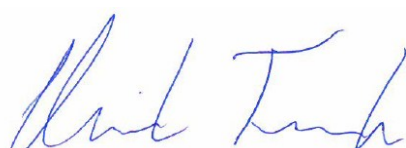
Yours sincerely,



Ulf Bojö

Vice President

Nordic Environment Finance Corporation



Henrik Toremark

Senior Programme Manager

Nordic Environment Finance Corporation

Section 2 – Instructions to Consultants

1. Rules concerning nationality of consultants

1.1. The funds used for this consultancy assignment are made available from Sida-Nefco Ukraine Consultant Trust Fund. According to the terms and conditions governing the operation of the funds, there are no restrictions on the nationality of the consultant firm or its subconsultants, provided that the recipient country does not have any regulations prohibiting the participation of consultant firms registered in those countries.

2. Preparation and Submission of Proposals

2.1. Consultants submitting proposals are expected to examine carefully and respect all instructions, forms, General Terms and Conditions, ToR and any other forms and documents which are part of this RfP. Failure to submit a proposal containing all the required information and documentation within the deadline specified in the Letter of Invitation and this RfP may result in rejection of the proposal. The standard forms in Sections 3 – Technical Proposal – Standard Forms and Section 4 – Financial Proposals – Standard Forms of this RfP shall be used as applicable.

2.2. Consultants shall submit technical and financial proposals in separate emails marked “Technical Proposal” and “Financial Proposal”, as outlined above. No financial data of any sort shall be included in the technical proposal. The technical proposal shall not include any financial information related to the proposal price. Where material financial information related to the proposal price is contained in the technical proposal, the proposal shall be declared non-responsive, rejected and not considered for further evaluation.

Only emails containing technical proposals shall be opened after the deadline for submission of proposals indicated in the Section 1 - Letter of Invitation of this RfP. The financial proposals will be kept unopened and in safe custody until the technical evaluation is completed.

2.3. In the case of a JVCA formed for the purpose of submitting a proposal and performing the Framework Agreement, the consultant shall clearly indicate in FORM TECH-1, Technical Proposal Submission Form, the name of the Lead consultant

and its country of origin as well as the name(s) of the JVCA members including country of origin of each member of such JVCA.

2.4. Consultants may also provide a list of sub-consultants, if applicable. However, the list of JVCA members and the list of consultant firms participating as sub-consultants in this tender must be clearly and strictly distinguished.

2.5. In the case where the Consultant is, or proposes to be, a JVCA:

(a) all members of the JVCA shall meet the legal, financial, litigation, eligibility, and other requirements set out in this RfP.

(b) the Consultant shall submit a Letter of Intent, duly signed by all members of the JVCA, confirming their intention to form the JVCA, explicitly stating that all members shall be jointly and severally liable for the execution of the Contract.

(c) The consultant shall designate a lead member who shall act as the representative of the JVCA and be duly authorized to conduct all business for and on behalf of all members, including during contract negotiations and performance, and to represent and legally bind all members of the JVCA.

2.6. If there is a change in the legal structure of the Consultant, after the proposal submission, the Consultant is required to immediately inform Nefco. However, any change of legal structure shall not be used to satisfy a qualification requirement that was not satisfied as of the deadline of proposal submission.

2.7. The Consultant shall submit only one proposal, either in its own name or as part of a JVCA in another proposal. If a Consultant, including any JVCA member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

This does not, however, preclude a sub-consultant, or the consultant's staff from participating as Key Experts in more than one proposal when circumstances justify.

2.8. Technical Proposal (not exceeding 8 pages, excluding CVs) 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	5
Technical Proposal excluding CVs		8
TECH 5	TEAM COMPOSITION AND TASK ASSIGNMENTS	According to templates below not accounted in the 8 pages
TECH 6	CURRICULUM VITAE (CV)	
TECH 9	COVENANT OF INTEGRITY	

The consultant's technical proposal shall clearly demonstrate its knowledge of the assignment requirements and its understanding of the tasks set out in the ToR.

2.9. Information, as requested below, shall be provided on the consultant, and in case of the JVCA on all the members if the JVCA as well as on any sub-consultant associated for the purpose of the assignment. All requested information shall be provided in full and presented as follows:

2.9.1. A brief description of the consultant, an outline of the consultant's recent experience of assignments of a similar nature and specifically the consultant's previous work, especially in the project country. Information on the current workload of the consultant in the relevant areas of this assignment shall also be presented.

2.9.2. Composition of the team which the consultant proposes to provide together with CVs of each individual team member assigned on the Key Experts position and the types of task(s) each team member could be assigned. The team leader

and the key experts listed in the evaluation criteria table (section 3.6 of the Instructions to Consultants) shall be specifically identified.

2.10. Financial proposal

2.10.1. The daily remuneration rates included in the Financial Proposal shall cover all costs associated with the services to be provided under the Framework Agreement. The rates and prices shall remain fixed for the duration of the term of the Framework Agreement and no adjustments due to currency fluctuations or other factors shall be permitted.

2.10.2. Consultants shall propose daily remuneration rates for:

- a) each Key Expert position; and
- b) the predefined categories of Non-Key Experts (Senior and Junior)

2.10.3. For evaluation purposes only, the Consultant's Total Evaluated Price shall be calculated as the aggregate of:

- the daily remuneration rates for all proposed Key Experts; and
- the indicative daily remuneration rates of the Non-Key Expert categories

as set out in FORM FIN-3 of this RfP.

2.10.4. The Total Evaluated Price shall be used solely for the purpose of evaluation and comparison of proposals and shall not constitute the contract price.

2.10.5. The remuneration rates for Key Experts and the ceiling rates for Non-Key Expert categories, as submitted in the Financial Proposal and agreed during Framework Agreement negotiations, shall form the basis for pricing of services under each call-off. The total price of each call-off shall be determined based on agreed rates and the actual time inputs required.

2.10.6. Financial proposals as submitted by the consultant will be considered in the evaluation and selection of consultants. Individual Non-Key Experts shall not be evaluated technically.

2.11 Audit

2.11.1. Nefco retains the right to audit, both during and after the assignment, the selected consultant's (in case of JVCA each member of such a JVCA) accounts and time and cost records relevant to the services provided, including such accounts and records as will enable verification of the costs related to the assignment.

3. Evaluation and qualification requirements

3.1. The consultants shall have extensive experience in the areas outlined in the TOR, in Ukraine and other Eastern European countries. For this purpose, the consultant shall provide at least five relevant reference assignments relating to municipal projects of which at least three shall be in Eastern Europe. Note that a higher number of relevant reference assignments will be considered an advantage in the evaluation, as will reference assignments and experience from working with IFIs.

3.2. The following minimum requirements apply for the key experts. In the evaluation, Nefco will consider how relevant each expert's experience, expertise, education, knowledge, and skills are; experience and skills that go beyond the minimum requirements provide higher score, but the Nefco evaluation committee will also deem the relevance specifically for this framework agreement. More, and more specific, experience relating to the framework agreement disciplines, geography, and stakeholder, lead to higher score.

Minimum requirements for Key Experts

3.2.1 The Team Leader / Project Manager is expected to have a minimum of 10 years of relevant professional experience in engineering, municipal infrastructure, economics, or a related field; demonstrated experience in project and/or team leadership; sound knowledge of internationally accepted procurement rules and procedures; experience working with international financial institutions (IFIs); and an excellent command of professional English.

3.2.2. The Deputy Team Leader / Project Coordinator is expected to have a minimum of 5 years of relevant professional experience in engineering, municipal infrastructure, economics, or a related field; demonstrated experience in project and/or team leadership; knowledge of internationally accepted procurement rules

and procedures; experience working with international financial institutions (IFIs); a good command of professional English; an understanding of Ukrainian legislation and contracting practices related to infrastructure projects; and working knowledge of Ukrainian.

3.2.3. The Technical Experts, as described in the ToR, is expected to have a minimum of 7 years of relevant professional experience in engineering, municipal infrastructure, or a related field, including:

- at least 3 years of experience working with international financial institutions (IFIs);
- at least 3 years of experience in Ukraine in one or more of the following areas:
 - preparation or review of civil works designs and cost estimates;
 - preparation of technical specifications for tender documentation; and
 - project implementation support and/or monitoring.

The Technical Experts shall also have good written and verbal communication skills in English.

A combined evaluation of the proposed Technical Experts will be conducted based on the specified criteria, with the final score calculated as the average of the individual scores.

3.2.4. The Technical Experts on Works Supervision is expected to have a minimum of 10 years of relevant professional experience and hold a valid qualification certificate in accordance with Ukrainian legislation, authorising the expert to carry out technical supervision of construction works. Experience from working on projects financed by international financial institutions (IFIs) shall be considered an advantage.

3.2.5. The Senior Procurement Expert is expected to have a minimum of 10 years of relevant professional experience in procurement and contract preparation for projects financed by IFIs and/or other international organisations, and excellent English skills.

3.2.6 The Financial and Economic Expert is expected to have a minimum of 10 years of relevant professional experience in financial management, public or

municipal finance, accounting, or a related field. The expert shall demonstrate experience in financial, economic and/or social analyses, including due diligence, feasibility studies, or similar analytical work; experience applying financing rules and procedures of international financial institutions (IFIs); and sound knowledge of municipal financial budgeting and reporting procedures applicable in Ukraine, including coordination and communication with public authorities.

3.2.7 The Disbursement Expert is expected to have a minimum of 3 years of relevant professional experience in financial administration, loan/grant management, or disbursement support under donor funded or IFI financed projects. The expert shall demonstrate experience in managing or supporting disbursement processes, including payment requests, documentation review, and compliance checks; working knowledge of IFI financing rules and procedures, including eligibility and reporting requirements; experience with municipal or public sector financial procedures in Ukraine, including interaction with implementing entities and authorities; and good written and verbal communication skills in professional English.

3.2.8. The Institutional Expert is expected to have a minimum of 7 years of relevant professional experience, with a focus on municipal sector activities, including at least 5 years of experience with municipal regulations and practices in Ukraine. The expert shall also possess good command of both English and Ukrainian.

3.2.9. The Environmental and Social Expert is expected to have a minimum of 7 years of relevant professional experience in fields related to environmental and social assessments, studies, and monitoring, including at least 5 years of experience in the implementation of environmental and social assignments, including monitoring, within infrastructure projects with sustainability and environmental impacts. The expert shall demonstrate knowledge of relevant Ukrainian and EU environmental, social, health, and safety laws, regulations, and standards, as well as a good command of English. Knowledge of Ukrainian shall be considered an advantage.

3.2.10. The Communication Expert is expected to have a minimum of 5 years of relevant professional experience in communication activities and/or public awareness, including at least 3 years of experience in Ukraine. The expert shall demonstrate experience working with public sector administration in Ukraine, as well as experience from assignments funded by or implemented with international financial institutions (IFIs), the EU, and/or other international organisations. The expert shall have proven experience in content creation, social media management, and public relations, and possess fluency in both English and Ukrainian.

Non-Key experts

Non-Key Experts are envisaged to support the implementation of specific call-off assignments under the Framework Contract, depending on the scope and requirements of each assignment.

Non-Key Experts shall not be evaluated individually or technically, and no CVs are required to be submitted as part of the tender.

Consultants shall provide indicative daily remuneration rates for the following pre-defined categories of Non Key Experts:

- Senior Non-Key Expert
- Junior Non-Key Expert

These rates shall be included for financial evaluation purposes, as defined in Section 2.10, and shall constitute ceiling (maximum) rates under the Framework Agreement.

The actual mobilisation, composition, and level of effort of Non-Key Experts shall be agreed during the call-off stage, based on the specific needs of each assignment.

Consultants may optionally submit a short illustrative list of potential Non-Key Expert profiles, for information purposes only. Such information will not be subject to evaluation.

4. Evaluation of Proposals

4.1. Evaluation process

Nefco will evaluate the proposals using a one-stage, two-envelope procedure. Technical proposals will be evaluated first. The financial proposals of only those who passed the minimum score equal to 70 points will be opened only after the technical evaluation has been completed, in accordance with this section.

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

4.2. Technical evaluation

Technical proposals shall be assessed against the following main criteria:

- (a) The consultant's experience in the relevant disciplines, with particular reference to experience in Ukraine and Eastern Europe; and
- (b) The qualifications, experience, and competence, availability, and workload of the Key Experts proposed for the framework agreement.

The detailed evaluation criteria and maximum scores are set out in the scoring table below (see below Table – Evaluation Criteria).

A technical proposal may be considered non-responsive if required information related to the criteria above is missing or materially incomplete.

The maximum technical score is 100 points.

4.3 Minimum technical score

To be considered for financial evaluation, a consultant must obtain at least 70 technical points. Only consultants that meet this minimum technical score will proceed to the financial evaluation stage. If no consultant achieves the minimum of technical score, Nefco reserves the right to:

- (a) Invite the consultant with the highest technical score to enter negotiations; or
- (b) Reject all proposals

In case of (b), financial proposals may remain unopened.

Table – Evaluation Criteria

PRINCIPAL FACTORS IN EVALUATION	Maximum points
1. Experience of Consulting firm	
a) Experience in the preparation of projects (review, scoping, feasibility studies and similar) related to municipal infrastructure in the fields relevant to the assignment; IFI-funded projects give an extra advantage	10
b) Experience in the implementation support related to municipal infrastructure in the fields relevant to the assignment; IFI-funded projects give extra advantage.	10
c) Experience in Eastern Europe	5
d) Experience in Ukraine	5
Subtotal 1	30
2. Qualifications and competence of key experts	
Team Leader / Project Manager	12
Deputy Team Leader/Project Coordinator	10
Technical Experts	10
Technical Expert on Works Supervision	8
Senior Procurement Expert	7
Financial and Economic Expert	7
Disbursement Expert	3
Institutional Expert	5
Environmental and Social Expert	5
Communication Expert	3
Sub-total 2	70
TOTAL	100

4.4 Financial evaluation

Financial proposals shall be opened and evaluated only for those consultants that have achieved at least 70 technical points.

For evaluation purpose only, the Total Evaluated Price shall be calculated in accordance with section 2.10 and shall include the daily remuneration rates for all Key Experts and the indicative daily rates for the Non-Key Expert categories, as presented in FORM FIN-3.

The financial proposal with the lowest Total Evaluated Price shall receive a financial score of 100 points. Financial scores of the other proposals will be calculated as follows:

Financial score = (lowest evaluated price / evaluated price of the proposal) x 100;

The Total Evaluated Price is used solely for comparison of proposals and does not constitute the contract price.

4.5 Combined evaluation and ranking

The final score for each proposal will be calculated by combining the technical and financial scores, using the following weights:

Technical score: 80 percent

Financial score: 20 percent

Proposals will be ranked according to their combined weighted scores.

4.6 Selection for contract negotiations

Nefco intends to invite three (3) highest ranked consultants to enter to contract negotiations for the conclusion of Framework Agreements.

If negotiations with any invited consultant are unsuccessful, Nefco reserves the right to invite the next-ranked consultant to negotiations.

4.7 Conflict of interest

A consultant may be excluded from the evaluation if, at the discretion of Nefco, the consultant has been, or might be placed, in a conflict-of-interest situation in relation to the procurement process or performance of the Framework Agreement. Consultants that believe such a situation may exist shall seek guidance from Nefco before submitting a proposal.

4.8 Correction of Errors

Activities and items described in the technical proposal but not priced in the financial proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the financial proposal. Nefco reserves the right to correct obvious errors.

5. Contract Negotiations and Award

5.1. Nefco reserves the right to reject all proposals.

5.2. Contract negotiations will be carried out by representatives of Nefco. Nefco intends to award Framework Agreements to the three (3) highest-ranked Consultants. Should negotiations with any or all of these Consultants fail, Nefco reserves the right to invite the next ranked Consultant(s) to enter into negotiations.

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

5.4. Nefco expects to conclude an agreement on the basis of the experts named in the proposal and will require, in the contract negotiations, assurances that these experts can, in fact, be made available. Nefco will, at its sole discretion, consider substitutions only in case the commencement of the assignment would otherwise be delayed, for reasons unrelated to selected consultant, or, exceptionally, because of incapacity of an expert for reasons of health. The desire of a consultant to use an expert on another project will not be accepted as a reason for substitution of staff and may result in the rejection of the consultant in question.

5.5. The consultant (or in case of the JVCA the leading consultant, if there are several partners) that submitted the highest-ranked proposals may be invited to discuss technical and financial details of the proposal and the terms of the agreement without delay including the proposed fee rates for each team member, and

of other costs as indicated by the consultants. Consultants shall be prepared to disclose during negotiation data backing up the consultant fees and other costs and be aware and accept that the proposed rates and other costs will be subject to scrutiny and possible negotiation. The Consultants will be invited to negotiations, to be conducted in accordance with a mutually agreed agenda.

5.6. The representatives of the consulting firms invited for contract negotiations must be authorised (on behalf of all partners in case of the JVCA) to discuss and agree on the technical and financial aspects of the proposal as well as the terms and conditions of contract and to conclude a binding agreement. Should the discussions with any of the invited consultants prove unproductive and/or unsatisfactory, the consultant submitting the next-ranked proposal will be invited instead (and so on, if necessary, until three (3) agreements are concluded). As soon as the agreements are signed, other consultants will be informed accordingly.

5.7. The Consultant will be paid only for the services performed based on the payment schedule for each call-off. Payments will be made in 30 days after receiving the Consultant's invoice.

6. Call-off Procedure for Assignment of Services

6.1. Services under the Framework Agreement shall be commissioned through call-off procedures. For each assignment, Nefco will issue a written request (the "Call-off") to one or more Consultants appointed under the Framework Agreement. Such request shall include, as applicable, the scope of services, expected deliverables, timeline, budget, and other specific requirements.

6.2. Assignments may be awarded either:

(a) on a direct selection basis, where Nefco invites one Consultant to submit a proposal for the assignment; or

(b) on a competitive basis, where Nefco invites the consultants under the Framework Agreement to submit simplified proposals.

6.3. In the case of competitive call-offs, the assignment shall be awarded to the consultant whose proposal is determined to be the most advantageous, considering technical and/or financial considerations as specified in the Call-off Order.

6.4. All assignments shall be carried out in accordance with the terms and conditions of the Framework Agreement. The price of each Call-off shall be determined based on the agreed remuneration rates and reimbursable unit prices set out in the Framework Agreement, and the actual inputs required for the assignment.

6.5 Following the issuance of a Call-off Order, the Consultant shall submit a proposed approach and methodology, team composition, implementation timetable, and any other information required for the execution of the specific assignment. Such proposals shall form the basis for the subsequent negotiations between the Parties and shall be finalised and agreed prior to the commencement of the assignment.

6.6 Nefco does not guarantee any minimum volume or value of assignments under the Framework Agreement and reserves the right not to issue any Call-off.

Section 3 – Technical Proposal – Standard Forms

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Nefco

Dear Sirs,

We, the undersigned, offer to provide the consulting services for “Technical Assistance Framework Agreement – Green Recovery for Ukraine” in accordance with your Request for Proposals dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate email.

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

In case of JVCA

- Leading partner - [Name] [Country of Origin]
- Partner #1 / Member #1 of JVCA - [Name] [Country of Origin]
- Partner #2 / Member #2 of JVCA - [Name] [Country of Origin]
-

In case of sub-consultant

- Subconsultant #1 – [Name] [Country of Origin]
- Subconsultant #2 – [Name] [Country of Origin]
-]

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

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

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

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

Yours sincerely,

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

Name and Title of Signatory:

Name of Consultant:

Address:

FORM TECH-2

CONSULTANT'S ORGANISATION AND EXPERIENCE

A - Consultant's Organisation

Provide here a brief (max 2 pages) description of the background and organisation of your consultant firm/entity and in case of JVCA of each member of such a JVCA [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 consultant firm and in case of JVCA of each member of such a JVCA [as well as of each subconsultant] was legally contracted either individually as a corporate entity or as one of the major companies within a consortium, for carrying out consulting services similar to the ones requested under this assignment (max 1 page per project and 5 pages in total) including information on contract value, contracting entity/client, project location/country, duration (months and years), expert months provided (if different from duration), main activities and objectives.

not applicable 3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A – Comments and Suggestions on the Terms of Reference

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

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

1. Proposed Position [**please indicate here the position in accordance with the RfP requirement and it is strongly advised that only one candidate shall be nominated for each position**]:

2. Name of Consultant firm [insert name of consultant firm proposing the staff]:

3. Name of Staff:

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

10. Languages [for each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record Relevant to the Assignment:

12. Adequacy for the Assignment: Detailed Tasks Assigned [list all tasks to be performed under this assignment] and Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks:

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

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

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

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 of Integrity (the “Covenant”).

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

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

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

For the purpose of this Covenant, “Prohibited Practices” includes:

- Abuse meaning theft, misappropriation, waste, or improper use of property or assets related to the Contract, either committed intentionally or through reckless disregard;
- Coercion meaning impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party;
- Collusion meaning an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party;
- Corruption meaning the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party;
- Fraud meaning any act or omission, including misrepresentation or concealing a material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other benefit or undue advantage for oneself or for a third party, or to avoid an obligation;
- Obstruction meaning:
 - (i) deliberately destroying, falsifying, altering, or concealing evidence material to an investigation;
 - (ii) making false statements to investigators 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 consultant firm/individual or joint venture]

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

Section 4 – Financial Proposal – Standard Form

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Nefco

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “Technical Assistance Framework Agreement – Green Recovery for Ukraine” in accordance with your Request for Proposals dated [insert date] and our Technical Proposal. Our attached Financial Proposal is presented in Form X and Y. THE RATES ARE exclusive of the applicable VAT].

Our attached Financial Proposal provides the remuneration rates for Key and Non-Key Experts. Local indirect taxes shall be confirmed during Call-off negotiations.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Framework Agreement negotiations, for the time period specified in Clause 5.4, Section 1 – Letter of Invitation

We understand that any final rates and resulting from the contract negotiations will remain fixed until the end of the assignment.

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

We remain,

Yours sincerely,

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

Name and Title of Signatory:

Name of Consultant firm:

Address:

FORM FIN-3

BREAKDOWN OF REMUNERATION (DAILY RATES)

N°	Key Expert	Currency	Daily Remuneration Rate
1	Team Leader / Project Manager	{EUR}	
2	Deputy Team Leader/Project Coordinator		
3	Technical Experts		
4	Technical Experts on Works Supervision		
5	Senior Procurement Expert		
6	Financial Expert		
7	Disbursement Expert		
8	Institutional l Expert		
9	Environmental and Social Expert		
10	Communication Expert		
11	Senior Non-Key Expert		
12	Junior Non-Key Expert		
Total Evaluated Price:			

The Total Evaluated Price is calculated as the sum of:

Daily rates of all Key Experts, and

Indicative daily rates for Non-Key Expert categories

Annex 1:

NEFCO's General Terms and Conditions for Consultancy Services

1. RESPONSIBILITY, PROFESSIONAL PRACTICE, INTEGRITY, IMPARTIALITY AND INDEPENDENCE

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

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

- 2.1. The Services shall be provided in accordance with the time schedule in the Special Terms and Conditions and as possibly described in more detail in the annexes. The Consultant shall ensure that the agreed time schedule is adhered to.

- 2.2. The Parties shall keep each other timely informed about events or matters relevant for the performance of the Services. The Consultant shall without delay inform NEFCO Responsible person of any events which have had or are likely to have an adverse impact on the Consultant's provision of the Services within the agreed time schedule and/or otherwise negatively impact the Consultant's performance and/or fulfilment of the Services. Any delay or other underperformance in carrying out the Services shall be subject to the remedies set out in Sections 4, 5 and 17.
- 2.3. The Services shall be carried out personally by the Consultant or the personnel of the Consultant as set out in Section 1 of the Special Terms and Conditions and as possibly described in more detail in the annexes (the "Assigned Personnel"). If the Consultant should wish to engage a subcontractor to perform a certain part of the Services, the matter shall be discussed with NEFCO, including its possible effects on the Consultant's remuneration, and can only be done subject to NEFCO's prior written approval. Notwithstanding such approval, the Consultant shall remain fully responsible and liable for the performance of the Services, including any Services provided by its subcontractors as if they had been carried out by the Consultant.
- 2.4. The Consultant shall, without unreasonable delay and at no cost to NEFCO, be obliged to replace any Assigned Personnel performing the Services, who NEFCO reasonably considers is lacking the necessary competence, whom NEFCO finds it manifestly difficult to collaborate with or whose conduct is inconsistent with what NEFCO reasonably expects. The NEFCO, October 2021 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 cooperate 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.

¹ Agreement 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.

- 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.

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;
- (vi) or 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.

Annex 2

Terms of Reference

Technical Assistance Framework Agreement – Green Recovery for Ukraine

Selection of Consultants under a Framework Agreement for the Provision of Technical Assistance in Project Preparation, Feasibility Studies, and Support to Project Implementation Units for Beneficiary Municipal Entities

Country: Ukraine

Client: Nefco

Nefco Green Recovery Programme for Ukraine – Sida

1. Introduction

Nefco is an international financial institution owned by the five Nordic countries. For more than twenty years, Nefco has supported Ukraine's green transition through projects that strengthen municipal infrastructure, improve energy efficiency and build climate resilience. Before 2022, Nefco had financed over 300 projects together with more than one hundred Ukrainian municipalities.

Russia's full-scale invasion forced Nefco to pause most ordinary lending, but Nefco made a firm commitment to support Ukraine's recovery. In June 2022, Nefco launched the Green Recovery Programme for Ukraine (the Programme) to provide rapid, practical and sustainable support to municipalities.

The Programme, which bridges the gap between immediate crisis response and long-term development, operates as a separate multi-donor mechanism, fully ring-fenced from Nefco's own capital. Contributors include the European Union, all Nordic governments, the Nordic Council of Ministers and the Eastern Europe Energy Efficiency and Environment Partnership (E5P). By end-2025, committed contributions reached approximately EUR 0.5 billion.

2. Background

The Government of Sweden has provided SEK 700 million to a dedicated fund managed by Nefco. The fund supports green and resilient recovery in Ukraine through three funding windows. Grants are provided directly to municipalities or municipal companies.

2.1. Funding windows

1. Municipal waste management (SEK 200 million)

Delivered in cooperation with the Swedish Association of Local Authorities and Regions (SALAR) and Avfall Sverige (the Swedish Waste Management Association), this window strengthens local waste systems through investments in waste collection, transport, sorting and landfills. Around 7–10 projects are expected.

2. Decentralisation and reconstruction (SEK 200 million)

Implemented together with SALAR, this window supports reconstruction of key municipal services such as schools, health clinics, water supply, and street lighting. Approximately 20 projects are anticipated.

3. Other priority areas (SEK 300 million)

This window finances additional Sida³–Nefco priority investments, preferably with Team Sweden partners, to advance green recovery and resilience across sectors.

3. Purpose of the assignment

The purpose of this procurement is to enter into a framework agreement with consultancy firms for the services described herein. These Terms of Reference outline the scope, required expertise and expectations for consultants.

The assignment provides targeted technical assistance throughout the project cycle. Consultants will help municipalities and partners prepare, design and implement recovery projects aligned with Programme objectives and delivering lasting environmental and social benefits.

Consultants will:

- support project preparation, assessment and design
- help establish and strengthen project implementation units (PIUs)
- assist with procurement, monitoring and supervision
- build local planning, procurement, environmental and institutional capacities
- ensure integration of human rights, gender equality, non-discrimination and climate resilience

Assignments will be issued as call-offs under the framework agreement.

³ The Swedish International Development Cooperation Agency

4. Scope of work

Call-offs may include tasks in the areas below. Each call-off will provide detailed terms.

4.1. Project preparation

- reviewing project concepts and verifying technical, environmental and financial parameters
- preparing feasibility and pre-feasibility studies
- undertaking environmental and climate assessments
- analysing procurement needs
- supporting financial and economic analyses

4.2. Project design and documentation

- preparing designs, technical specifications, bills of quantities and cost estimates
- ensuring compliance with Ukrainian, EU and international laws and standards
- integrating sustainability and low emissions approaches
- preparing procurement plans and tender documentation

4.3. Project implementation

- helping establish and strengthen PIUs
- providing day-to-day implementation support and troubleshooting
- supporting procurement processes in line with Nefco policies
- supervising and verifying implementation progress

- reviewing contractor performance and quality assurance
- supporting disbursements, compliance and anti-corruption measures
- supporting communication activities

4.4. Monitoring and reporting

- developing monitoring frameworks and indicators
- tracking physical and financial progress
- preparing progress and completion reports
- supporting environmental and social monitoring
- strengthening municipal reporting capacities

4.5. Capacity development

- designing and delivering training for municipalities
- supporting Local Green Recovery Plans
- advising on institutional development, operations and maintenance

4.6. Thematic areas

Work may include, but is not limited to:

Energy sector and policy

- planning, governance, fiscal instruments, sector reform

Energy efficiency and renewable energy

- Near-Zero-Energy-Buildings, non-fossil energy, decentralised systems, energy storage

Municipal utilities

- district heating and cooling, water and wastewater, street lighting

Municipal solid waste management

- collection, sorting, recycling, landfills and inter-municipal cooperation

5. Required expertise

5.1. Technical and engineering

- construction engineer (public buildings, reconstruction)
- district heating expert (including biomass)
- water and wastewater expert
- municipal solid waste expert
- renewable energy expert
- works supervision expert (including Ukraine-certified supervision specialists)

5.2. Energy and infrastructure

- waste-to-energy
- gas power
- photovoltaics
- battery storage
- district heating
- biogas and biomass

5.3. Cross-cutting specialists

- team leader
- senior procurement expert
- financial and economic expert
- disbursement expert
- institutional expert
- environmental and social expert
- communication expert
- local project manager/coordinator

Additional niche expertise may be requested for specific projects.

6. Service provider requirements

The consultants must:

- demonstrate strong technical and managerial competence
- have experience in Ukraine
- mobilise experts quickly and work flexibly
- integrate environmental, social, gender and climate resilience considerations
- stay current with relevant policies and trends
- work in a practical, solution-oriented way
- ensure fluency in English and Ukrainian

7. Management and reporting

Nefco may organise periodic meetings with consultants to review performance, lessons learned, coordination and upcoming needs. Feedback will be collected at call-off level.

Framework consultants shall submit an annual report summarising:

- delivered services
- scope, duration, budget and personnel
- key results
- overall framework level assessment
- lessons learned and recommendations

Assignment-specific reporting and deliverables will be set out in each call-off.

Annex 3: Securedmail manual

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.

SUOMEN TURVAPOSTI OY
Business ID:0964930-8, VAT reg.
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www.securedmail.eu

Tekniikantie 14, 02150 Espoo
Tel. (09) 439 10200
information@suomenturvaposti.fi

Annex 4: draft Call-off Order

Draft Call Off Order Under the Technical Assistance Framework Agreement – Green Recovery for Ukraine.

1. General information

Framework Agreement Title:

Framework Agreement Reference No.:

Call Off Order No.:

Date of Issue:

Contracting Authority: Nefco

Consultant: [Name of Framework Consultant]

Call Off Type: Single consultant Mini competition

2. Background and purpose

This Call Off Order is issued under the Framework Agreement referenced above. The purpose of this Call Off Order is to commission specific services from the Consultant in accordance with the terms and conditions of the Framework Agreement and the requirements set out herein.

3. Scope of services

The Consultant shall provide the services described below (“Services”):

Description of Services:

Concise description of tasks and activities

Key Objectives:

Geographic Coverage (if applicable):

4. Deliverables

The Consultant shall deliver the following outputs:

Deliverable	Description	Due Date
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Deliverable 1

Deliverable 2

All deliverables shall comply with the quality requirements set out in the Framework Agreement.

5. Implementation schedule

Start Date:

Expected End Date:

Milestones (if applicable):

6. Team composition

The Consultant shall propose a team composition suitable for the assignment, including:

Key Experts (if applicable):

Name – Role – Input (days)

Non-Key Experts (if applicable):

Category – Role – Estimated Input (days)

All personnel shall meet the requirements of the Framework Agreement. Final team composition shall be agreed prior to commencement.

7. Budget and remuneration

Maximum Budget for the Assignment: EUR [amount]

Breakdown:

Fees:

Reimbursable expenses (if applicable):

Remuneration shall be based on the daily rates and ceilings agreed under the Framework Agreement and this Call Off Order.

8. Proposal submission by the consultant

The Consultant is requested to submit a proposal including:

- Approach and methodology.
- Team composition and allocation of inputs
- Implementation timetable
- Financial breakdown within the indicated budget
- Any additional information requested by Nefco

The proposal shall form the basis for negotiations and finalisation of this Call Off Order.

9. Negotiation and finalisation

Following receipt of the Consultant's proposal, the Parties shall agree on the final scope, team, timetable, and budget. The assignment shall commence only after the Call Off Order has been finalised and confirmed in writing by both Parties.

10. Contractual framework

This Call Off Order is governed by and subject to the terms and conditions of the Framework Agreement. In the event of any inconsistency, the Framework Agreement shall prevail.

11. Contact points

For Nefco:

Name:

Title:

Email:

For the Consultant:

Name:

Title:

Email:

12. Signatures

For Nefco:

Name:

Title:

Date:

Signature:

For the Consultant:

Name:

Title:

Date:

Signature: