

Amended on 19.07.2024

REQUEST FOR PROPOSALS

Nearly Zero Energy Renovations of School Buildings

Country: Ukraine

Selection of Consultant for Project Preparation and Implementation Support

Client: NEFCO

18 July 2024

Section 1 – Letter of Invitation

Helsinki, 18 July 2024

Dear Sir/Madam,

Funds of up to EUR 620,000 are expected to be allocated for consulting services to perform Project Preparation and Project Implementation Unit (PIU) Support to the Project “**Nearly Zero Energy Renovations of School Buildings**” (the Project) to be implemented in the rural settlement of Ivankiv in Kyiv Region, in the city of Lviv and in the city of Chortkiv in the Ternopil region, Ukraine. This amount includes EUR 55,000 provision for contingencies.

The assignment is divided into two phases. Under Phase I of the assignment, the Consultant will define the Nearly Zero Energy Building (NZEB) Design Guidelines and Requirements, prepare Project Proposals and preliminary Procurement Plans. In addition to Phase I, NEFCO has the option to engage the contracted Consultant to assume the role of the PIU Supporting Consultant. Phase II of the Assignment will be subject to NEFCO’s decision to finance the project, as defined during Phase I, and subject to signing a financial agreement between the beneficiaries and NEFCO.

The objective of Phase I of the assignment is to prepare Project Proposals for the renovation of three school buildings to meet the requirements for NZEB. Estimated project sizes are in the range of 3-5 MEUR. The Project Proposals shall be further submitted to NEFCO’s Investment Committee for financing decision.

Phase II of the assignment is to support the Project Implementation Unit to be established in the beneficiary municipalities for the implementation of the Project, as defined during Phase I of the assignment. The consultant shall support the PIUs in implementing the project according to the set schedule, within the outlined budget, obtaining the expected environmental and financial results, and based on NEFCO’s procurement practices.

The Consultant is expected to provide the following services:

- Supporting the municipalities with preparation and implementation of procurement of goods, works and services, as required for project execution;
- Supporting the municipalities with project implementation, including review of design, preparation on technical specifications and tender documentation, contract administration, disbursement planning/requesting and technical supervision;
- Supporting the municipalities with local procedures, such as approval of financing, ensuring compliance with financing agreements and other agreements, registration of grants etc;
- Reporting to NEFCO on project implementation progress, risks and risk mitigation.

The financial agreement between the Donor and Nefco is not yet signed. The possibility for Nefco to sign a contract as anticipated regarding this consultancy is subject to funds being made available by the Donor. Nefco expects that the concerned funds will be allocated during the procurement process.

NEFCO now invites proposals to provide the following consulting services: “**Project Preparation and PIU Support, Nearly Zero Energy Renovations of School Buildings**”. The details of the required services are provided in the attached Terms of Reference. NEFCO wishes to engage qualified consultant that will assist the local communities to prepare and support implementation of projects that meet the relevant eligibility criteria.

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

Indication of Interest

Please inform NEFCO by e-mail: procurement@nefco.int with copy to jyrki.rautamaki@nefco.int and anna.minakova@nefco.int, not later than **30 July 2024** whether you intend to submit a proposal.

Any questions on the Terms of Reference or the other documentation in the RfP shall be provided in writing to NEFCO by e-mail: procurement@nefco.int with copy to jyrki.rautamaki@nefco.int and anna.minakova@nefco.int no later than **10 August 2024** after which all questions will be compiled by NEFCO without any editing in the form they are sent to NEFCO. Answers to the questions are submitted by e-mail to all Consultants that have confirmed their intent to prepare a proposal.

Submission of Proposals

Proposals must be submitted to NEFCO no later than **12:00 hrs local time in Helsinki on 2 September 2024** (submission date). NEFCO may at its discretion extend the deadline for submission of proposals. Belated proposals will be rejected.

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

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

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

Email A: Technical Proposal

The Technical Proposal shall be sent to NEFCO to email address procurement@nefco.int by using this link <https://www.securedmail.eu/message/procurement@nefco.int>. Please indicate as title in the subject field: “Nearly Zero Energy Renovations of School Buildings, Project Preparation and PIU Support; Technical Proposal”. In the message field please indicate at least the sender’s name and company.

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

Email B: Financial Proposal

The Financial Proposal shall be sent to NEFCO to email address nelly.eriksson@nefco.int by using this link <https://www.securedmail.eu/message/nelly.eriksson@nefco.int>. Please indicate as title in the subject field: “Nearly Zero Energy Renovations of School Buildings, Project Preparation and PIU Support; Financial Proposal”. In the message field please indicate at least the sender’s name and company.

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

In case there are problems with the securedmail system, please contact jyrki.rautamaki@nefco.int for further assistance.

A consultant will be selected under **quality and cost-based selection method** and procedures described in this RfP, in accordance with NEFCO’s Procurement Policy and Procedures available at www.nefco.int under “Procurement”.

This RfP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms

Annex 1: General Conditions of Contract for Consultant’s Services

Annex 2: Terms of Reference

Annex 3: Securedmail manuals

Yours sincerely,
Jyrki Rautamäki

Section 2 – Instructions to Consultants

1. Rules concerning nationality of consultants

The funds used for this consultancy assignment are expected to be made available from the Green Recovery Programme for Ukraine, by a Donor to be confirmed, through NEFCO. According to the terms and conditions on the operation of the anticipated Trust Fund, there are no limitations on the nationality of the firm or the subconsultants.

2. Preparation and Submission of Proposals

- 2.1. Consultants submitting proposals are expected to examine carefully and respect all instructions, forms, General Terms and Conditions, Terms of Reference and specifications contained in this Request for Proposals. Failure to submit a proposal containing all the required information and documentation within the deadline specified in the Letter of Invitation may result in rejection of the proposal. The standard forms in Sections 3 and 4 of this Request for Proposals shall be used as applicable.
- 2.2. Consultants shall submit technical and financial proposals in separate emails marked “**Technical Proposal**” and “**Financial Proposal**”, as appropriate. No financial data of any sort shall be included in the technical proposal. Only emails containing technical proposals shall be opened at the time of submission of proposals. The financial proposals will be kept unopened until the technical evaluation is completed.
- 2.3. **Technical Proposal** (not exceeding 16 pages, excluding CVs. CV’s maximum 3 pages each. If documents are longer only the first 16 and 3 pages respectively will be considered. Font size minimum 11 for both Technical Proposal and CVs).

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

- (a) A brief description of the firm, an outline of the firm’s recent experience of assignments of a similar nature and specifically the firm’s previous work, especially in the project country. Information on the current workload of the firm in the relevant areas of this assignment shall also be presented.
- (b) Comments or suggestions, if any, on the Terms of Reference designed to improve performance in carrying out the assignment.
- (c) Comments and elaborations on the general approach and methodology.

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- (d) Composition of the team which the firm proposes to provide in the field and in the home office, together with a curriculum vitae of each individual team member and the specific task(s) to which each team member would be assigned. The team leader and the key experts listed in the evaluation criteria table (section 3.6 of the Instructions to Consultants) shall be specifically identified. The relevant experience and references to confirm required qualifications and skills as well as professional experience shall be highlighted. Members of the team shall have requisite experience outside their own country, preferably under conditions similar to those prevailing in the project country. A good working knowledge of English is essential for the staff. Proficiency in Ukraine is an additional merit. The language conditions for the assignment are stated in the Terms of Reference. If the firm proposes to have a member of the consultant's home office responsible for the supervision of the team in the field, similar details shall be given with the curriculum vitae of that member.
- (e) Work programme including a bar chart and a staffing schedule. The bar chart shall indicate estimates of the duration and total staff days, weeks or months that would be provided for each task. The staffing schedule shall indicate clearly the estimated duration (in both the home office and in the field) and the probable timing of the assignment of each professional (both foreign and local).
- (f) Description of office space, vehicles, equipment, local counterpart support etc. required in the field for carrying out the proposed services.

2.4. Financial Proposal

- (a) The firm's financial proposal shall be denominated in EUR. The costs shown shall include a detailed breakdown of (i) *remuneration* for the number of days/weeks/months of each team member to be assigned and the related unit rates, (ii) *direct expenses* in respect of subsistence costs and (iii) *all reimbursable expenses*.
- (b) The financial proposal shall be broken down between the two Phases. Phase I (Project Preparation) of up to EUR 75,000 and Phase II (PIU Support), if financing decision is made by NEFCO, of EUR 545,000 in addition to Phase I. Phase II shall include a 10%, i.e. a EUR 55,000 provision for contingencies. The Technical Supervision included in the Phase II budget is defined as 1.5% from the investment cost of a sub-project. The financial proposal will be evaluated based on the total for Phase I and II.
- (c) Financial proposals as submitted by the firm will be considered in the evaluation and selection of the consultant. However, each element of the financial proposal of the selected firm will be reviewed during contract negotiations for determining the final contract price.
- (d) **Audit.** NEFCO retains the right to audit, both during and after the assignment, the selected firm's accounts and time and cost records relevant to the services provided,

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including such accounts and records as will enable verification of the costs related to the assignment.

- (e) **Funds.** The amount of funds allocated for this assignment is stated in the Letter of Invitation, exclusive of VAT. The financial proposal shall cover all foreign and local costs of services for this assignment including costs of staff in the field and in the home office. The financial proposal shall be based on a minimum of home office contribution during the assignment. It shall also cover international travel (economy class or equivalent), preparation of reports, equipment, insurance, office supplies, subsistence, local transport, facilities, equipment, and all related expenses. The consultant shall be responsible for all direct and indirect tax liabilities (if any) arising out of or connected to the performance of the services wherever they arise.

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

- (f) **Contract.** A lump-sum contract will be concluded for the assignment. The payment milestones for the lump-sum contract will be defined during contract negotiations. Suggestions for milestones can preferably be expressed in proposals.

3. Evaluation of Proposals

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

3.2. A three-stage procedure is adopted for evaluating the proposals. The technical proposals will be evaluated first and merit points awarded. At the second stage, the technical merit points received will be adjusted by the concentration risk coefficient (according to the methodology explained and detailed under clause 3.7 below). The proposals will be ranked in order of their resulting (after discounting) merit points, prior to the opening and evaluation of financial proposals. Quality of the technical proposal, particularly that of the staff proposed, shall be the principal criterion for evaluation of proposals and selection of consultants

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

- (a) The firm's experience in the disciplines forming part of the total assignment, with specific reference to experience in Ukraine in general and in the region of the assignment in particular;
- (b) The approach to the assignment, the suggested work programme and organisation and composition of the proposed team of experts, plus comments, if any, on methodology in response to the Terms of Reference; and

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- (c) The qualifications, experience and competence of the experts proposed for the assignment as well as the workload of the experts in other ongoing assignments and their availability to undertake the assignment in case of an award.

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

- 3.4. A technical proposal may be treated as non-responsive if information with respect to any of the factors (a), (b) or (c) as requested above in section 3.3 is omitted. The workload of the experts 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 expert evaluated is not likely to have the availability indicated in the bid, a reassessment of the scoring will be made, with possible influence on the ranking of bidders.

Only firms (i) awarded a minimum of 70 technical proposal merit points and (ii) having technical merit points within 15 points of the highest technical score will be considered for the second stage (concentration risk adjustment). If no firm scores the required minimum of technical points, NEFCO reserves the right to negotiate with the firm scoring the highest technical points, or to reject all proposals.

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

- 3.6. The specific evaluation criteria are listed below:

	PRINCIPAL FACTORS IN EVALUATION	Maximum points
1.	Experience of Consulting firm	
	a) Experience in similar ¹ projects focusing on support to PIU or similar setup covering the entire cycle (preparations, management, design, procurement, and supervision) of municipal projects funded by international financing institutions	10
	b) Experience in building renovation projects ² in municipal infrastructure	10
	Subtotal 1	20

¹ Municipal sector projects with minimum budget of 500,000 EUR. Projects in the sectors of energy efficiency in public buildings are considered most relevant.

² Minimum total value of the renovation works 5 MEUR

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	PRINCIPAL FACTORS IN EVALUATION	Maximum points
2.	Approach and methodology	
	a) Relevance to the Terms of Reference	5
	b) Suggested work programmes	5
	c) Staffing plans	5
	Subtotal 2	15
3.	Qualifications and competence of key experts	
	a) Team leader	15
	b) Deputy team leader	10
	c) Technical Expert on EE in buildings	10
	d) Technical Expert on work supervision	6
	e) Procurement expert	10
	f) Financial and Disbursement expert	5
	g) Environmental and social expert	5
	h) Communication expert	2
	i) Other non-key experts	2
	Subtotal 3	65
	TOTAL	100

- 3.7. Concentration Risk Adjustment shall be applied to all technical proposals satisfying the criteria under clause 3.4 above.

External expertise in the form of international consultants is crucial for the development and implementation of NEFCO's public sector projects. In recent years NEFCO's consultancy contracts have been awarded to a gradually smaller group of consultancy companies. Overall, performances have been satisfactory, but the increased dependence on a small number of companies is not aligned with donors' wishes and corporate advisor companies' recommendations to ensure that a broad consultancy basis is established and nurtured by IFIs.

Concentration risk can be defined as the probability of loss arising from a lack of diversification. If overlooked, serious concentration risk can result in brand and reputational damage, reduced negotiating strength and poorly planned transitions to new service providers, and higher costs. There is an increasing focus on the interconnections across how critical services are delivered and the overall resilience.

NEFCO has recognized a need to consider how to measure and report concentration risks, what risk appetites or tolerances it has and the governance procedures to satisfy the requirements for the management of funds and of the donors. NEFCO's Procurement Policy highlights competition as the fundamental principle of good procurement practice leading to cost-effective use of public funds. A too high third-party concentration imperils cost efficiency and competition.

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In this RfP, NEFCO has opted to enhance chances of consultancies with limited contracting with Nefco in 2021-2024, while still enable qualified consultancies with a solid track record with NEFCO during the same period to compete for the assignment. As a new evaluation criterion, a concentration risk coefficient is introduced, calculated as a percentage based on the specific bidder's aggregated value of agreements contracted and signed by Nefco between 1 January 2021 and 1 February 2024 related to similar tasks 3 divided by total value of all such contracts signed by Nefco during the same time period. Scores will be set as follows and the points will be added to the total technical merit score received at the evaluation of technical proposals:

% of amounts contracted during the period	Points
20+	0
15-19.99	2
10-14.99	4
5-9.99	6
0-4.99	10

- 3.8. **The financial proposals** will be opened and evaluated only after the technical evaluation has been completed and merit points awarded to each proposal. Only financial proposals of firms that have qualified for the financial evaluation in accordance with section 3.4 above will be opened. Unopened proposals will be returned, after NEFCO has awarded a contract to the selected firm.
- 3.9. **Correction of Errors.** Activities and items described in the technical proposal but not priced in the financial proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the financial proposal.
- 3.10. **Lump-sum contract.** The consultant is deemed to have included all prices in the financial proposal, so neither arithmetical corrections nor price adjustments will be made. The total price, net of VAT, specified in the financial proposal (Form FIN-1) will be considered as the offered price.
- 3.11. The financial proposal representing the lowest evaluated price will be given the score 100; others are rated as follows:

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

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

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

4. Contract Negotiations and Award

4.1. NEFCO reserves the right to reject all proposals.

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

4.3. The costs of preparing a proposal and of negotiating and concluding a contract including the costs of travel to participate in possible pre-bid meeting are not reimbursable as costs of the assignment.

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

4.5. The firm(or the leading consultant, if there are several partners) that submitted the first-ranked proposal will be invited to discuss technical and financial details of the proposal and the terms of the contract without delay. Discussions will commence with a review of the technical proposal, the proposed approach and work plan, staffing and any suggestions the consultant may have made to improve the Terms of Reference. Agreements will be reached, first, on the final Terms of Reference, work plan, time schedule, the staff to be employed, their periods of work in the field and in the home office, frequency and timing of home travel, housing costs, budget to be allocated for the provision of office equipment, and next, on the facilities and services to be provided by local counterparts. Thereafter, financial negotiations will begin with discussions of the proposed fee rates for each team member, and of other costs as indicated by the consultants. In subsequent negotiations, the reasonableness of each item included in the Financial Proposal of the selected firm will be assessed. Consultants shall be prepared to disclose during negotiation data backing up the consultant fees and other costs and be aware and accept that the proposed rates and other costs will be subject to scrutiny and possible negotiation.

4.6. The representatives of the consulting firm invited for contract negotiations must be authorised (on behalf of all bidding partners) to discuss and agree on the technical and financial aspects of the proposal as well as the terms and conditions of contract and to conclude a binding agreement. Should the discussions with the first invited firm prove unproductive and/or

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unsatisfactory, the firm submitting the next-ranked proposal will be invited instead (and so on, if necessary, until an agreement is concluded). As soon as the contract is signed with the finally selected consulting firm (the “Consultant”), other short-listed firms will be informed accordingly.

- 4.7. Payments will be made to the Consultant from a fund to be confirmed. The Consultant will be paid only for work performed based on the payment schedule finalised at the contract negotiations. Payments will be made in 30 days after receiving the Consultant’s invoice.

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FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: NEFCO

Dear Sirs,

We, the undersigned, offer to provide the consulting services for “**Project Preparation and PIU Support, Nearly Zero Energy Renovations of School Buildings**” 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 in a separate secured mail.

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

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

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

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

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

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

Yours sincerely,

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

Name and Title of Signatory:

Name of Firm:

Address:

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FORM TECH-2 CONSULTANT'S ORGANISATION AND EXPERIENCE

A - Consultant's Organisation

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

B - Consultant's Experience

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

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FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A – Comments and Suggestions on the Terms of Reference

Present and justify here any modifications or improvement to the Terms of Reference (max 1 page) 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.

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FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

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

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

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

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

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FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

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

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

Certification:

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

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{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

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

Signature

Date

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FORM TECH-7 STAFFING SCHEDULE

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

No	Position		Name of Staff	Home/ Field	Staff input (in the form of a bar chart in months)													Total staff-day input		
	Key/ Non-key	Assigned position			1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field	Total
I. Foreign experts																				
1				[Home]																
				[Field]																
2				[Home]																
				[Field]																
n				[Home]																
				[Field]																
Subtotal for Foreign experts																				
II. Local experts																				
1				[Home]																
				[Field]																
2				[Home]																
				[Field]																
n				[Home]																
				[Field]																
Subtotal for Local experts																				
Total Foreign and Local experts																				

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FORM TECH-8 WORK SCHEDULE

No.	Activity	In months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

Indicate all main activities of the assignment, including delivery of report (e.g inception, interim, and final reports) and other relevant benchmarks. Duration of activities shall be indicated in the form of a bar chart.

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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.

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- **Coercion** meaning impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party.
- **Collusion** meaning an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party.
- **Corruption** meaning the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party.
- **Fraud** meaning any act or omission, including misrepresentation or concealing a material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other benefit or undue advantage for oneself or for a third party, or to avoid an obligation.
- **Obstruction** meaning
 - (i) deliberately destroying, falsifying, altering or concealing evidence material to an investigation;
 - (ii) making false statements to investigators in order to materially impede an investigation;
 - (iii) failing to comply with requests to provide information, documents or records in connection with an investigation;
 - (iv) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a NEFCO investigation or from pursuing an investigation; or
 - (v) materially impeding NEFCO's contractual rights of audit or access to information; and
- **Money laundering** meaning
 - (i) the conversion or transfer of property, knowing that such property is derived from criminal activity, to conceal and disguise the illicit origin of the property, or assisting any person who is involved in the commission of such activity to evade the legal consequences of this action;

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- (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 or joint venture]

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

Section 4 – Financial Proposal – Standard Form

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: NEFCO

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**Project Preparation and PIU Support, Nearly Zero Energy Renovations of School Buildings**” in accordance with your Request for Proposals dated [insert date] and our Technical Proposal. Our attached Financial Proposal is for the **Total Cost of [insert currency and amount(s) in words and figure]**. This amount is exclusive of the applicable VAT].

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

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

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

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory:

Name of Firm:

Address:

Section 4 – Financial Proposal – Standard Forms

FORM FIN-2 SUMMARY OF COSTS

Type of cost	Costs, EUR
Phase I	
Remuneration	
Reimbursable Expenses	
Phase II	
Remuneration	
Reimbursable Expenses	
Contingency	
Grand total in EUR	

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

FORM FIN-3
BREAKDOWN OF REMUNERATION

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

A. Remuneration						
No.	Position (as in TECH-7)	Name	Home/ Field	Person-day Remuneration Rate, EUR/day	Time Input in Person/Day (from TECH-7)	Total, EUR
I. Key Experts						
K-1			[Home]			
			[Field]			
n			[Home]			
			[Field]			
Subtotal for Key Experts						
II. Non-Key Experts						
N-1			[Home]			
			[Field]			
n			[Home]			
			[Field]			
Subtotal for Non-Key Experts						
Total for Key and Non-Key Experts						

FORM FIN-4
BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. [Reimbursable]				
N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity
	{e.g., subsistence costs**}	{Day}		
	{e.g., International flights}	{Ticket}		
	{e.g., In/out airport transportation}	{Trip}		
	{e.g., Communication costs between Insert place and Insert place}			
	{ e.g., Reproduction of reports}			
	{e.g., Office rent}			
			
	{Training of the project owner's personnel – if required in TOR}			
Total Costs, EUR				



NEFCO'S GENERAL TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

1 RESPONSIBILITY, PROFESSIONAL PRACTICE, INTEGRITY, IMPARTIALITY AND INDEPENDENCE

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

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

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

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

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

3 CHANGE REQUEST

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

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

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

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

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

4 ERRORS, OMISSIONS AND DELAY

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

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

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

5 LIQUIDATED DAMAGES IN CASE OF DELAY

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

6 REMUNERATION

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

7 TERMS OF PAYMENT

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

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

8 LIABILITY AND LIMITATION OF LIABILITY

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

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

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



9 RIGHTS OF OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

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

10 INSURANCE

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

11 LEGAL STATUS OF NEFCO

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

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

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

12 CONFIDENTIALITY

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

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

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

13 PERSONAL DATA PROTECTION

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



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

14 AUDITING, ANTICORRUPTION AND ETHICAL CONDUCT

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

15 REFERENCE RIGHT

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

16 GOVERNING LAW AND DISPUTE RESOLUTION

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

17 TERM AND TERMINATION

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



18 AMENDMENTS TO THE AGREEMENT

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

19 TRANSFER OF THE AGREEMENT

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

20 NOTICES

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

21 SURVIVING TERMS

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

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

Terms of Reference

Green Recovery Programme for Ukraine Nearly Zero Energy Renovations of School Buildings

PROJECT PREPARATION AND IMPLEMENTATION SUPPORT

Terms of Reference for consultancy service

July 2024

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1. INTRODUCTION

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

Nefco strives to promote energy efficiency projects and initiatives through different programmes and facilities, such as the Investment Fund (IF) and the Energy Savings Credits Facility (ESC) supported by technical assistance and investment grants from different international donors. Besides climate and environment issues, Nefco is very supportive for social projects that make possible wider number of people to benefit from the municipal development projects. With some 200 municipal infrastructure and energy efficiency projects, Ukraine is the country where Nefco has funded the largest number of projects. Projects in public buildings result in significant energy efficiency, cost savings, positive environmental and climate impacts, as well as social benefits.

Today's political and institutional framework conditions in Ukraine are marked by the Russian's unprovoked and unjustified invasion of Ukraine started on the 24 February 2022 and escalating war to Ukraine with repercussions not only in Ukraine, but throughout the World. The war has affected significant material damage on municipal, transport and residential infrastructure that led not only to billions of financial losses of Ukraine but also caused a large migration within Ukraine as well as over the Ukrainian borders to neighbouring countries.

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 in order to build a much-needed bridge between humanitarian crisis management and long-term sustainable development. The programme will support green economy and transition in the recovery process. The purpose is to enhance and finance projects with the highest environmental ambitions focused on rebuilding infrastructure at the municipal level to ensure that Ukraine is built back greener and better.

Nefco is now looking to engage a qualified Consultant (the "Consultant") to carry out project preparation in order to develop project proposals, design guidelines and preliminary project implementation plans for energy efficiency renovation of three school buildings (the "Project"), located in the City of Lviv, in the rural settlement of Ivankiv in the Kyiv region and in the city of Chortkiv in the Ternopil region (the "Assignment"). The objective of the Assignment is to deliver project proposals of such quality that the municipality, NEFCO and potential donors will be able to take a qualified decision on financing the proposed project. If decisions are taken to implement the proposed Project, project implementation support (called phase II in this document) will be required during the implementation of the Project. Project Implementation Unit ("the PIU") will be formed by employees of municipalities.

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

Overall Budget of the Project and Estimated Budgets for Individual Sub-projects: The overall budget of the Project is expected to reach 11-13 million EUR (exclusive of VAT). The consultant will be assigned to work with three (3) sub-project preparation in phase I and a maximum of 3 sub-projects in phase II. Estimated sub-project sizes are in the range of 3-5 million EUR depending on the identified needs and required energy efficiency improvements. Estimated budget for the Assignment shall not exceed EUR 75,000 for 3 sub-project proposals and EUR 545,000 for PIU support assignment (both budgets exclusive of VAT). The Technical Supervision included in the phase II budget is defined as 1.5% from the investment cost of a sub-project.

2. BACKGROUND INFORMATION

The restoration needs of municipal infrastructure in Ukraine are significant. Several regions have been exposed to hostilities at the beginning of the war but later liberated and returned under Ukrainian control. A substantial part of the population had left these areas during the hostilities and are now largely inclined to return. It is of utmost importance that these people as well as people who stayed during the hostilities can live in tolerable conditions with access to municipal infrastructure and services. This means that repair and reconstruction of damaged critical municipal infrastructure, including educational, health, and communal facilities, are urgently required. As a response for these impacts, the Green Recovery Programme for Ukraine provides financial support and technical assistance to municipalities.

The building sector is one of the largest contributors to emissions. To reduce emissions, the energy efficiency of buildings needs to be improved and the use of locally generated renewable energy increased. The European Union (EU), through the Energy Performance of Buildings Directive (EPBD) initiated in 2002, adopted in 2006 and updated in 2010, 2018 and 2024, and the revised EPBD aimed to make all newly constructed or heavily renovated buildings adhere to a “nearly zero energy building” target as of 2021. A Nearly Zero Energy Building (NZEB) is a building that has a very high energy performance, while the nearly zero or very low amount of energy required should be covered to a very significant extent by energy from renewable sources, including energy from renewable sources produced on-site or nearby.

This initiative is aiming to help to rebuild the municipal infrastructure, specifically educational facilities, and, to accelerate the development of the technical NZEB regulations in public buildings.

As the requirements for buildings of NZEB in Ukraine have not yet been approved at the legislative level, the NZEB technical recommendations given in the report “Development of technical recommendations for Nearly Zero Energy Buildings in Ukraine FI05-2022-108/FIN-013-TA” together with relevant requirements given in the Energy Performance of Buildings Directive (EPBD) will be used as a basis of energy efficiency improving solutions within the initiative.

The main objective of the Project is to renovate three damaged or otherwise in poor condition, totally or partially unused school buildings in Lviv, Ivankiv, and Chortkiv to meet the NZEB definition in reasonable extent.

The municipalities/beneficiaries shall provide the preliminary information available of the objects. The Consultant is requested 1) to assess the preliminary information, prepare NZEB design guidelines including definition of specific requirements for NZEB measures and develop Project Proposals for the sub-projects (phase I), and 2) to provide project implementation unit support services described in this ToR (phase II).

3. THE ASSIGNMENT

3.1. Objectives of the Assignment

The first phase of the Assignment shall result in the Project Proposals for energy efficiency renovation of three pre-selected school buildings in compliance with Nefco’s requirement for significant environmental benefits, not least in terms of reduced greenhouse gas emissions. Improved energy efficiency shall substantially reduce the city’s burden of fuel and electricity costs.

The support by the Consultant is essential to assist in preparing and implementing the Project 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 and to address the sustainability and environmental aspects in renovation of public buildings. The PIU Consultant shall provide technical assistance to these local authorities during the project preparation and implementation phases, including but not limited to:

- Assess the existing preliminary information of the proposed objects;

- Conduct initial consultations with the municipalities to present the objectives of the initiative, requirements and the modalities of potential sub-projects implementation to ensure a common understanding by all stakeholders;
- Prepare Nearly Zero Energy Building (NZEB) design guidelines and requirements;
- Identify and agree on the scope of work, investment and required information for preparing the Project Proposals;
- Prepare detailed Project Proposals and preliminary Procurement Plans for the sub-projects to be further submitted to Nefco's Investment Committee;
- Support in establishment of PIUs in the partner municipalities;
- Perform communication and coordination of the sub-project implementation with the Project partners' PIU;
- Assist PIUs in preparation or correction of design documentation;
- Support the PIUs in procurement process;
- Assistance in grant tax exemption procedures;
- Support the PIU in contract management during the Project implementation;
- Provision of the Technical Supervision;
- Support Project implementations and quality of performed works;
- Project progress reporting to Nefco;
- Support the municipalities/beneficiaries through technical advice and capacity-building support;
- Support local authorities in proper implementation of the Project by providing guidance and oversight during preparation, procurement and implementation.

4. SCOPE OF WORK

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

4.1. Phase I, task 1: Project preparation.

The Consultant shall assess the selected objects and prepare Nearly Zero Energy Building (NZEB) design guidelines and object-specific requirements. The guidelines and requirements shall include, inter alia, the following considerations:

- Definition of NZEB concept;
- Human comfort in educational premises;
- Thermal resistance of envelope structures;
- Mechanical systems;
- Electrical systems;
- Water and wastewater systems;
- Renewable energy;
- Other object specific energy efficiency measures; and
- Control and monitoring.

For each sub-project, the Consultant shall prepare a Project Proposal in accordance with Nefco's template presented in Annex 1. The Project Proposal should include, but not limited to, the following items:

- Sub-project location and background information on the object; building parameters, status and ownership; connection to utility services;

- Sub-project purpose and objectives including description of the current situation, actual energy consumption volumes, etc.;
- Key problem(s) of the objects the sub-project aims to address;
- Main activities/measures/components and their key parameters;
- Estimated sub-project costs;
- Estimated cost savings (electricity, heat, fuels, O&M cost, others specifically applicable);
- Estimated simple payback period broken down by measures tasks/activities/components;
- Assessment of the expected environmental parameters from each sub-project and/or other improvements (emissions of CO₂, NO_x, SO_x, particulates);
- Specific impact assessment of applied energy and resource saving measures;

The Consultant, in consultation with each municipality involved, shall develop a respective preliminary Procurement Plan, acceptable for both the municipality and Nefco.

The sub-project proposals and procurement plans shall be agreed with the municipalities and submitted to Nefco for review, comments and final approval.

The Project 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. Phase II, task 1: Management and capacity building support to the municipalities

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

The Consultant shall organise kick-off meetings with the beneficiaries as soon as possible after the start of phase 2 e. 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 Consultant shall identify training needs for the municipalities and PIU staff, to effectively implement the sub-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 Consultant is expected to support the establishment of PIUs, satisfactory to municipalities and Nefco and capable to discharge the obligations under the sub-projects.

The PIUs should be of a size and structure appropriate to the complexity of respective sub-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 Consultant will 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 Consultant will assist the municipalities to establish the operating systems and procedures required to manage the sub-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 grant agreement.
- A Project Management System, by which all relevant parties are made aware and reminded regularly of the existence and timing of important milestones and events. This should include a Project Decision Matrix for all project stakeholders, showing dates for decisions and approvals over the forthcoming six months.

The Consultant, in consultation with municipalities, 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 sub-project showing all activities and key events for design, approvals, permits and agreements, construction, commissioning, completion, payments, etc.
- Project Budget – a detailed cost budget as well as cash flow forecast for each sub-project.
- Procurement Plan – a detailed approach for each sub-project.

The Procurement Plan shall be developed, approved by the municipality and submitted for Nefco's no-objection. Following approval of the PIP by the municipality and Nefco, the Consultant will closely monitor progress against the PIP. Where the Consultant 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 Consultant, be submitted by the municipality to Nefco.

4.3. Phase II, task 2: Support in state registration of international assistance projects

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

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

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

4.4. Phase II, task 3: Support in design and preparation of technical specifications

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

The Consultant shall assist municipalities with swift initiation and preparation of technical designs where appropriate (including the review of design specifications, if not finalised prior to the engagement of the

Consultant), and once prepared by local designers, review and verification of the designs or its revisions/corrections with regard to the contract to be implemented under the sub-projects.

4.4.2. Development of employer's requirements

The Consultant shall be responsible for preparing the required technical requirements and specifications for the sub-projects and works in the detail sufficient for inclusion in tender documents. All technical specifications shall meet the requirements of Ukrainian Law and international standards. The Consultant shall also be responsible for preparing draft contracts in accordance with Recommended Tender Documents of Nefco.

4.5. Phase II, task 4: Procurement support

4.5.1. Monitoring of procurement

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

4.5.3. Support in preparation of Procurement Documentation

The Consultant will prepare the procurement documentation for approval by the municipalities and for obtaining required "No-objections" from Nefco. To this end, the Consultant will, inter alia:

- Draft tender documents based on Nefco's Recommended Tender Documents (available from Nefco);
- 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.

4.5.4. Support during the procurement process

The Consultant will support the municipalities throughout the procurement process. To this end, the Consultant will, inter alia:

- 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 Consultant shall take into consideration that sub-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 be also noted that in case of unsuccessful tenders, re-tenders may take place.

4.5.5. Support during the evaluation process

The municipalities are responsible for procurement and acting as the Employer in procurement. The Consultant will take the lead in organising and managing the evaluation process. To this end, the Consultant will, 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.

4.5.6. Integrity checks of the successful tenderers

Integrity assessment of the winner of a tender shall be carried out to mitigate the risk of fraud and the reputational risk of municipalities and Donors. The integrity checks shall basically confirm the identity, management and financial position of the contractor, confirm that the company 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 Consultant shall upon request continuously monitor integrity issues in case of pending criminal cases, litigations etc.

4.5.7. Support during contract finalisation

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

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

4.6. Phase II, task 5: Support for administration of contracts and works supervision

The Consultant will 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 Consultant will inter alia:

- Review the working drawings prepared by the Contractor, for approval by the Project Manager or equivalent;
- Support the Project Manager in administering the works and approving all materials, construction techniques and workmanship in accordance with the contract(s);
- Provide expert advice on all aspects of the works undertaken, especially regarding project management, measurement, contracts monitoring and quality control;
- Ensure the proper programming, recording, measurement and accounting of the works by means of contemporary management and measurement techniques;

- Carry out monitoring of the project progress and promptly report to PM the details of any aspect that may jeopardize the progress of the works, as well as any implications such aspects may have on the original time of completion or cost of the works, and the measures being (or to be) adopted to 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 Consultant will also recommend to the municipalities the measures to be undertaken to address the implementation issues identified; and
- perform Technical Supervision services according to Decree No. 903 of the Cabinet of Ministers of Ukraine, dated July 11, 2007.

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

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

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

- Ensure that other parties involved in the implementation of the sub-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 Consultant 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.

4.7. Phase II, task 6: 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 Consultant 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 financing agreements.

4.7.2. Conditions Precedent

The Consultant will advise the municipalities on actions required to discharge the Conditions Precedent/effectiveness to the availability of funds according to Grant Agreement between Nefco and the municipalities.

4.7.3. Reporting in accordance with the Finance Documents

The Consultant shall provide on-the-job training to the municipalities to meet all requirements stipulated in the Finance 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 Consultant will 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. Phase II, task 7: Communications

The Consultants will 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.
- 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 sub-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. Capacity building

- Support the PIUs and the Beneficiaries' communication:
 - (i) Provide support and review messages, social media postings, press releases and other articles by the city;
 - (ii) participate in communications trainings for the PIU carried out by Nefco or Nefco's authorised partner; and
 - (iii) make sure press releases get adequate approval from Nefco or Nefco's authorised partner.

4.8.4. 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

4.8.5. Other

- Assist Nefco or Nefco's authorised partner with media relations on local level by:
 - (i) providing contacts, when needed, for journalist briefings, pitches and news article distribution;
 - (ii) informing about inquiries from media outlets/journalists, NGOs and/or general public; and
 - (iii) 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

The intended start date is September 2024 and the period of implementation of the contract will be 21 months from this date. In average, each sub-projects implementation is expected to be completed within 18 months from the commencement date.

The Consultant is responsible for the office space for his experts. In some cases, municipalities can provide the office space for the Consultant. It is expected that the experts may work remotely when feasible as long as they could deliver their services in the expected quality. The Consultant 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 Consultant is 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 Consultant 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 Consultant;
- A coordinator (head of department or relevant) to be responsible for daily management and coordinating PIU activities relating to the sub-projects;
- A PIU to be responsible for sub-project implementation.

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

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

5.3. Management of the Project

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

The Project is managed by Nefco, the responsible body. The Consultant 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 Project, 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.

5.4. Action Plan

An Action Plan for each sub-project shall be prepared, once a grant agreement is signed between Nefco and concerned municipalities and contain the following steps:

1. Preparation of NZEB design guidelines including definition of specific requirements for NZEB measures and develop Project Proposals for the sub-projects.

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

5.5. Reporting requirements

Name of report	Content	Time of submission
Consultant's reports		
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, goals and main communications activities and materials to be developed.	As part of PIP in the inception report, 2 weeks after the start of the 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	On each disbursement within 2 weeks of receiving the disbursement

Name of report	Content	Time of submission
	any; Recommendations on implementation risks' mitigation; Conclusion on City's readiness for tranche 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 Consultant 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.

The Consultant is also obliged to prepare and submit the ad-hoc reports and/or short project status reports on various aspects of the assignment, if/when and as requested by Donors.

6. CONSULTANT'S PROFILE

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

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

The consultancy company presenting a proposal should, either in its own capacity or through a partnership with another consultancies, be able to present **significant experience in similar¹ projects focusing on support to PIU or similar setup covering the entire cycle (preparations, management, design, procurement, and supervision) funded by international financial institutions and donor organisations**, as well as be able to prove an extensive knowledge regarding implementation of projects within the municipal infrastructure sector in the Former Soviet-Union countries and in Ukraine in particular and work with administrative bodies on all levels (local, regional, Ministries).

The Consultant shall mobilise highly qualified staff for implementation of the Project, 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 Consultant shall be able to drive projects forward under time pressure.

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

6.1. 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 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.

Presumed number of experts is indicated in the table below:

¹ Municipal sector projects with minimum budget of 500,000 EUR. Projects in the sectors of energy efficiency in public buildings are considered most relevant.

No	Experts	Number of experts
	Total number	10
1	Team Leader	1
2	Deputy team leader	1
3	Technical Expert on EE in Buildings	1
4	Technical Expert on work supervision	2
5	Procurement expert	1
6	Financial and Disbursement expert	1
7	Environmental and social expert (international/local)	1
8	Communication expert	1
9	Non-key expert	1

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

Position, number of experts, time allocation	Qualifications and skills	Professional experience
Team Leader	<ul style="list-style-type: none"> ▪ Master's degree in engineering, municipal infrastructure, economics or similar; ▪ Strong knowledge of project management, in particular for projects financed by international organisations; ▪ Proficiency with internationally accepted procurement rules and procedures. ▪ Excellent written and communication skills in English. Working knowledge of Ukrainian and/or Russian languages is advantageous; ▪ Strong planning and organisational skills, including team management. 	<ul style="list-style-type: none"> ▪ Minimum 10 years of professional experience in relevant fields; ▪ At least 7 years of experience in projects financed by international organisations (including project preparation and implementation); ▪ At least 5 years of experience in managing public infrastructure projects of similar size and nature having sustainable and environmental impacts as a team leader.
Deputy team leader	<ul style="list-style-type: none"> ▪ Master's degree in engineering, municipal infrastructure, economics or similar; ▪ Strong knowledge of project cycle management, in particular for projects financed by international organisations; ▪ Good knowledge of internationally accepted procurement rules and procedures, in particular of EU and Nefco; ▪ Strong knowledge of and contracting practices, rules and legislation in Ukraine; ▪ Good written and communication skills in English are advantageous. Fluency Ukrainian and Russian is essential. 	<ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in relevant fields; ▪ At least 5 years of experience with infrastructure projects in Ukraine, including projects funded by international organisations; ▪ At least 3 years experience as a team leader or deputy team leader with PIU support in Ukraine gained in municipal infrastructure projects; ▪ Experience in leading EU and/or Nefco projects is advantageous.

Position, number of experts, time allocation	Qualifications and skills	Professional experience
Technical Expert on EE in buildings	<ul style="list-style-type: none"> ▪ Master's degree in engineering, municipal infrastructure or similar; ▪ Good knowledge of best practices and rules for construction of EE buildings and NZEB approach, and application of renewable energy technologies; ▪ Good written and communication skills in English; ▪ Working knowledge of Ukrainian and/or Russian languages is advantageous. 	<ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in relevant fields; ▪ At least 5 years of experience in implementation of infrastructure projects related to buildings of similar nature and scope having sustainable and environmental impacts, application of renewable energy technologies in buildings; ▪ At least 3 years of experience of working in projects funded by international organisations; ▪ At least 3 years of experience in preparation/review of civil works' design and cost estimates, preparation of technical specifications for tender documentation as well as project monitoring in Ukraine.
Technical Expert on work supervision	<ul style="list-style-type: none"> ▪ Master's degree in engineering, municipal infrastructure or similar; ▪ Technical Expert on work supervision has a qualification certificate according to the law of Ukraine that entitles him/her to perform the technical supervision for construction works. ▪ Strong knowledge and practical experience with work supervision in the construction sector ▪ Good written and communication skills in English are advantageous. 	<ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in relevant fields; ▪ At least 5 years of experience in implementation of projects related to renovation of buildings. ▪ Experience of working in projects funded by international organisations is advantageous; ▪ Experience in the field of sustainable energy is advantageous.
Procurement Expert	<ul style="list-style-type: none"> ▪ Master's Degree in engineering, economics, financing or similar, or minimum 5 years of experience in relevant fields; ▪ Strong knowledge of project management, in particular for projects financed by international organisations; ▪ Proficiency with internationally accepted procurement rules and procedures. ▪ Excellent written and communication skills in English. 	<ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in relevant fields; ▪ At least 5 years of experience in procurement documentation and contract preparation in projects financed by International Finance Institutions (IFIs) and other international organisations.

Position, number of experts, time allocation	Qualifications and skills	Professional experience
Financial and Disbursement expert	<ul style="list-style-type: none"> ▪ Master's Degree in finance, economics or similar, or minimum 5 years of experience in relevant fields; ▪ Knowledge and understanding of financing rules and procedures of International Financial Institutions, as well as municipal financial reporting procedures applicable in Ukraine; ▪ Good written and communication skills in English. 	<ul style="list-style-type: none"> ▪ At least 5 years of experience in financial management/ accounting/ economic analysis; ▪ 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.
Environmental and social expert	<ul style="list-style-type: none"> ▪ Master's degree in in environmental science or management. ▪ Knowledge of Ukrainian and EU environmental, social, health and safety laws, regulations and standards with relevance to buildings and water; ▪ Experience in monitoring of compliance with environmental and safety rules during construction/reconstruction of municipal facilities; ▪ Good written and communication skills in English and in Ukrainian. 	<ul style="list-style-type: none"> ▪ Minimum 7 years of professional experience in fields relevant to environmental and social assessments, studies and monitoring; ▪ At least 5 years of experience in implementation of environmental and social assignments including monitoring in infrastructure projects having sustainable and environmental impacts; ▪ At least 3 years of experience of working in projects funded by IFIs.
Communication expert	<ul style="list-style-type: none"> ▪ Degree in Communication or related field; ▪ Experience in content creation, social media, public relations; ▪ Good written and communication skills in English. Fluency in Ukrainian is essential. 	<ul style="list-style-type: none"> ▪ Minimum 5 years work experience in communication activities, public awareness, of which at least 3 years in Ukraine / Ukrainian organisations ▪ Experience of public sector administration in Ukraine. ▪ Experience of working with IFIs, and/or international organisations.

6.2. Non-key experts

The Consultant is expected to nominate other non-key experts for the Assignment, including but not limited to: Local coordinator responsible for (1) financial, administration and organizational matters related to the assignment, (2) reporting, (3) communication with municipalities, Nefco and other stakeholders.

The Consultant 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.

7. KEY CONTACTS AT NEFCO

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

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.