



The Nordic Green Bank

REQUEST FOR PROPOSALS

Kropyvnytskyi Solar Power Project

Country: Ukraine

Selection of Consultant for: Scoping, feasibility assessment and development of a priority investment programme

Client: Nefco

13 March 2025



Section 1 – Letter of Invitation

Helsinki, 13 March 2025

Dear Sir/Madam,

Funds of up to EUR 150,000 will be allocated from the Nefco Green Recovery Programme for Ukraine for consulting services for scoping support, a feasibility assessment and development of a priority investment programme for the City of Kropyvnytskyi.

The Kropyvnytskyi Solar Power project addresses the investment needs of the City of Kropyvnytskyi with the objectives is ensure (i) reduced fossil fuel dependence and (ii) increased electricity autonomy and power supply of critical municipal infrastructure and services. The Nordic Environment Finance Corporation (Nefco) foresees to engage a consultancy firm to provide the due assessment and scoping of the investment project, and to assist in drafting related documentation.

Nefco now invites proposals to provide the following consulting services: “**Kropyvnytskyi Solar Power Project – Scoping, feasibility assessment and development of a priority investment programme**”. The details of the required services are provided in the attached Terms of Reference.

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

Indication of Interest

Please inform Nefco by e-mail: procurement@nefco.int with copy to a.katashov@nefco.org.ua and henrik.toremark@nefco.int, not later than 24 March 2025 that you have received this Letter of Invitation and whether you intend to submit a proposal.

All questions on the Terms of Reference or the other documentation in the RfP shall be provided in writing to NEFCO by e-mail: procurement@nefco.int with copy to a.katashov@nefco.org.ua and henrik.toremark@nefco.int no later than 6 April 2025 after which all questions will be compiled by Nefco without any editing in the form they are sent to Nefco. Answers to the questions are submitted by e-mail to all Consultants that have confirmed their intent to prepare a proposal.

Submission of Proposals

Proposals must be submitted to Nefco *strictly* no later than **12:00 hrs local time in Helsinki on 16 April 2025** (submission date). Bidders are strongly encouraged to submit their tenders at least one day prior to the deadline. Nefco may at its discretion extend the deadline for submission of proposals. Belated proposals will be rejected and not opened.



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

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

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

Email A: Technical Proposal

The Technical Proposal shall be sent to NEFCO to email address procurement@Nefco.int by using this link <https://www.securedmail.eu/message/procurement@Nefco.int>. Please indicate as title in the subject field: “Support to Project Implementation Unit (PIU) for Kropyvnytskyi Solar Power Project; Technical Proposal”. In the message field please indicate at least the sender’s name and company.

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

Email B: Financial Proposal

The Financial Proposal shall be sent to NEFCO to email address nelly.eriksson@Nefco.int by using this link <https://www.securedmail.eu/message/nelly.eriksson@Nefco.int>. Please indicate as title in the subject field: “Support to Project Implementation Unit (PIU) for Kropyvnytskyi Solar Power Project; Financial Proposal”. In the message field please indicate at least the sender’s name and company.

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

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

A consultant will be selected under **quality and cost-based selection method** and procedures described in this RfP, in accordance with NEFCO’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



The Nordic Green Bank

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,

DocuSigned by:

50BEE0E65E7A4CB

Trond Moe
Managing Director
Nordic Environment Finance Corporation

DocuSigned by:

FBC8DC18F10B4C4...

Ulf Bojö
Vice President
Nordic Environment Finance Corporation

Section 2 – Instructions to Consultants

1. Rules concerning nationality of consultants

The funds used for this consultancy assignment are made available from the Nefco Green Recovery Programme for Ukraine through NEFCO. According to the terms and conditions on the operation of the trust funds, there are no limitations on the nationality of the firm or the sub-consultants.

2. Preparation and Submission of Proposals

2.1. Consultants submitting proposals are expected to examine carefully and respect all instructions, forms, General Terms and Conditions, Terms of Reference and specifications contained in this Request for Proposals. Failure to submit a proposal containing all the required information and documentation within the deadline specified in the Letter of Invitation may result in rejection of the proposal. The standard forms in Sections 3 and 4 of this Request for Proposals shall be used as applicable.

2.2. Consultants shall submit technical and financial proposals in separate emails. No financial data of any sort shall be included in the technical proposal. Only emails containing technical proposals shall be opened at the time of submission of proposals. The financial proposals will be kept unopened until the technical evaluation is completed.

2.3. Technical Proposal (not exceeding 10 pages, excluding CVs)

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

Section 2 – Instructions to Consultants

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

2.4. Financial Proposal

- (a) The firm's/individual's financial proposal shall be denominated in EUR. The costs shown shall include a detailed breakdown of (i) *remuneration* for the number of days/ months of each team member to be assigned and the related unit rates, (ii) *direct expenses* in respect of subsistence costs and (iii) *all other reimbursable expenses*. A provision of contingency of 5% of the grand total of the financial proposal is to be indicated.
- (b) Financial proposals as submitted by the firm will be considered in the evaluation and selection of consultants. However, each element of the financial proposal of the selected firm will be reviewed during contract negotiations for determining the final contract price.
- (c) **Audit.** NEFCO retains the right to audit, both during and after the assignment, the selected firm's/individual's accounts and time and cost records relevant to the services provided, including such accounts and records as will enable verification of the costs related to the assignment.
- (d) **Funds.** The amount of funds allocated for this assignment is stated in the Letter of Invitation, exclusive of VAT. The financial proposal shall cover all foreign and local costs of services for this assignment including costs of staff in the field and

Section 2 – Instructions to Consultants

in the home office. The financial proposal shall be based on a minimum of home office contribution during the assignment. It shall also cover international travel (economy class or equivalent), preparation of final reports, equipment, insurance, office supplies, subsistence, local transport, facilities, equipment, and all related expenses. The consultant shall be responsible for all direct and indirect tax liabilities (if any) arising out of or connected to the performance of the services wherever they arise.

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

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

3. Evaluation of Proposals

- 3.1. Evaluation of the proposals will be carried out by an evaluation committee appointed by Nefco.
- 3.2. A two-stage procedure is adopted for evaluating the proposals. The technical proposals will be evaluated first, merit points awarded and the proposals ranked in order of their respective merit points, prior to the opening and evaluation of financial proposals. Quality of the technical proposal, particularly that of the staff proposed, shall be the principal criterion for evaluation of proposals and selection of consultants.
- 3.3. **Technical proposals** shall be evaluated and merit points awarded based on the following factors:
- (a) The firm's experience in the electricity sector, in particular in the solar energy sector, with specific reference to experience in Eastern Europe (specifically Belarus, Moldova, Russia and Ukraine), Caucasus and Central Asia in general and in Ukraine in particular;
 - (b) The approach to the assignment, the suggested work programme and organisation and composition of the proposed team of experts, plus comments, if any, on methodology in response to the Terms of Reference; and
 - (c) The qualifications, experience and competence of the experts proposed for the assignment.

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

Section 2 – Instructions to Consultants

- 3.4. A technical proposal may be treated as non-responsive if information with respect to any of the factors (a), (b) or (c) as requested above in section 3.3 is omitted. Only firms (i) awarded a minimum of 70 technical proposal merit points and (ii) having technical merit points within 15 points of the highest technical score will be considered for the second stage (financial evaluation). If no firm scores the required minimum of technical points, Nefco reserves the right to negotiate with the firm scoring the highest technical points, or to reject all proposals.
- 3.5. A firm will be excluded from the evaluation if, at the discretion of Nefco, the firm has been, or might be placed, in a conflict of interest position in the procurement process or the performance of the contract. Firms or individuals, which believe such a situation may exist, shall seek guidance from NEFCO prior to preparing the technical proposal.
- 3.6. The specific evaluation criteria are listed below:

PRINCIPAL FACTORS IN EVALUATION	Maximum points
1. Experience of Consulting firm	
a) Experience from preparatory assignments (scoping studies, feasibility studies, due diligence) in the municipal and private sectors	6
b) Experience from engineering projects in the electricity sector (generation of renewable electricity, decentralised grids, system planning)	6
c) Experience from engineering projects related to preparation, design, process optimisation and/or evaluation of solar power installations and/or systems	9
d) Experience from projects in Eastern Europe (specifically Belarus, Moldova, Russia and Ukraine), Caucasus and/or Central Asia	4
Subtotal 1	25
2. Approach and methodology	
a) Relevance to the Terms of Reference	10
b) Suggested work programme	5
c) Staffing plan	5
Subtotal 2	20
3. Qualifications and competence of key experts	
a) Team leader	20
b) Solar Energy Expert	18
c) Procurement Expert	4
d) Financial and economic Expert	7
e) Institutional expert	6
Subtotal 3	55
TOTAL	100

Section 2 – Instructions to Consultants

- 3.7. **The financial proposals** will be opened and evaluated only after the technical evaluation has been completed and merit points awarded to each proposal. The financial proposals of only those firms/individuals that have qualified for the financial evaluation in accordance with section 3.4 above will be opened for financial evaluation. The financial proposals of the remaining firms/individuals will remain unopened.
- 3.8. **Correction of Errors.** Activities and items described in the technical proposal but not priced in the financial proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the financial proposal.

Lump-sum contract. The consultant is deemed to have included all prices in the financial proposal, so neither arithmetical corrections nor price adjustments will be made. The total price, net of VAT, specified in the financial proposal (Form FIN-1) will be considered as the offered price.

- 3.9. The financial proposal representing the lowest evaluated price will be given the score 100; others are rated as follows:

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

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

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

4. Contract Negotiations and Award

- 4.1. Nefco reserves the right to reject all proposals.
- 4.2. The consultancy services are expected to commence no later than within 14 days after the conclusion of the consultancy agreement. Contract negotiations will be carried out by representatives of NEFCO.
- 4.3. The costs of preparing a proposal and of negotiating and concluding a contract including the costs of travel to participate in possible pre-bid meeting are not reimbursable as costs of the assignment.
- 4.4. NEFCO expects to conclude a contract on the basis of the experts named in the proposal and will require, in the contract negotiations, assurances that these experts can, in fact, be

Section 2 – Instructions to Consultants

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 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/individuals will be informed accordingly.
- 4.7. Payments will be made to the Consultant from Technical Assistance linked to the Kropyvnytskyi Solar Power Project. The Consultant will be payed only for work performed based on the payment schedule finalised at the contract negotiations. Payments will be made in 30 days after receiving the Consultant’s invoice.
- 4.8. The preliminary milestone based payment schedule of the lump-sum contract is the following: Inception Report – 25% of the Remuneration indicated in the Financial Proposal (FIN-2); General Investment Plan – 20% of the Remuneration indicated in the Financial Proposal (FIN-2); Priority Investment Plan – 20% of the Remuneration indicated in the Financial Proposal (FIN-2); and Tasks for Consultancy Services – 35% of the Remuneration indicated in the Financial Proposal (FIN-2).

Section 3 – Technical Proposal – Standard Forms

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: Nefco

Dear Sirs,

We, the undersigned, offer to provide the consulting services for “**Kropyvnytskyi Solar Power Project – Scoping, feasibility assessment and development of a priority investment programme**” in accordance with your Request for Proposals and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sent in a separate secured mail.

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

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

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

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

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

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

Yours sincerely,

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

Name and Title of Signatory:

Name of Firm/Individual:

Address:

Section 3 – Technical Proposal – Standard Forms

FORM TECH-2 CONSULTANT’S ORGANISATION AND EXPERIENCE

A - Consultant’s Organisation

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

B - Consultant’s Experience

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

Section 3 – Technical Proposal – Standard Forms

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A – Comments and Suggestions on the Terms of Reference

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

Section 3 – Technical Proposal – Standard Forms

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

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

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

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

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

Section 3 – Technical Proposal – Standard Forms

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

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

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

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

Certification:

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

Section 3 – Technical Proposal – Standard Forms

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

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

Signature

Date

Section 3 – Technical Proposal – Standard Forms

FORM TECH-7 STAFFING SCHEDULE

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

No	Name of Staff	Staff input (in the form of a bar chart)														Total staff-week input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field	Total		
Foreign																			
1		<i>(Home)</i>																	
		<i>(Field)</i>																	
2																			
n																			
														Subtotal					
Local																			
1		<i>(Home)</i>																	
		<i>(Field)</i>																	
2																			
n																			
														Subtotal					
														Total					

Section 3 – Technical Proposal – Standard Forms

FORM TECH-8 WORK SCHEDULE

No.	Activity	Weeks												
		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.

Section 3 – Technical Proposal – Standard Forms

FORM TECH-9 COVENANT OF INTEGRITY

**to the Purchaser/Client/Employer/NEFCO
from a Tenderer/Contractor/Supplier/Service Provider/Consultant
to be attached to its tender
(or to the contract in the case of a negotiated procedure)**

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors (“the **Parties**”), where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practices (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Practices shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

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

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

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

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

- **Abuse** meaning theft, misappropriation, waste or improper use of property or assets related to the Contract, either committed intentionally or through reckless disregard.

Section 3 – Technical Proposal – Standard Forms

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

Section 3 – Technical Proposal – Standard Forms

property is derived from criminal activity;

(iii) the acquisition, possession or use of property knowing, at the time of receipt, that such property was derived from criminal activity; or

(iv) participation or assistance in any of the activities above; and

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

Date:

Signature:

[Name and position]

for and on behalf of

[Name of the firm or joint venture]

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

Section 4 – Financial Proposal – Standard Form

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: NEFCO

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Kropyvnytskyi Solar Power Project – Scoping, feasibility assessment and development of a priority investment programme** in accordance with your Request for Proposals dated 13 March 2025 and our Technical Proposal. Our attached Financial Proposal is for the **Total Cost of EUR [insert amount(s) in words and figure]**. This amount is exclusive of the applicable VAT].

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

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

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

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory:

Name of Firm/Individual:

Address:

Section 4 – Financial Proposal – Standard Forms

FORM FIN-2 SUMMARY OF COSTS

Type of cost	EUR
Remuneration	
Reimbursable Expenses	
Contingency	
Subtotals	
Grand total in EUR	

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

A provision of contingency of at least 5% of the grand total of the financial proposal is to be indicated.

Section 4 – Financial Proposal – Standard Form

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration _____								
No.	Name ²	Position (as in TECH-6)	Person-month Remuneration Rate ⁴	Time Input in Person/Month (from TECH-7)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

Section 4 – Financial Proposal – Standard Forms

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. [Reimbursable] _____								
N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	<i>{e.g., subsistence costs}</i>	{Day}						
	<i>{e.g., International flights}</i>	{Ticket}						
	<i>{e.g., In/out airport transportation}</i>	{Trip}						
	<i>{e.g., Communication costs between Insert place and Insert place}</i>							
	<i>{ e.g., Reproduction of reports}</i>							
	<i>{e.g., Office rent}</i>							
							
	<i>{Training of the project owner’s personnel – if required in TOR}</i>							
Total Costs								



NEFCO'S GENERAL TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

1 RESPONSIBILITY, PROFESSIONAL PRACTICE, INTEGRITY, IMPARTIALITY AND INDEPENDENCE

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

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

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

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

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

3 CHANGE REQUEST

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

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

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

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

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

4 ERRORS, OMISSIONS AND DELAY

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

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

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

5 LIQUIDATED DAMAGES IN CASE OF DELAY

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

6 REMUNERATION

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

7 TERMS OF PAYMENT

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

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

8 LIABILITY AND LIMITATION OF LIABILITY

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

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

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



9 RIGHTS OF OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

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

10 INSURANCE

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

11 LEGAL STATUS OF NEFCO

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

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

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

12 CONFIDENTIALITY

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

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

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

13 PERSONAL DATA PROTECTION

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



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

14 AUDITING, ANTICORRUPTION AND ETHICAL CONDUCT

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

15 REFERENCE RIGHT

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

16 GOVERNING LAW AND DISPUTE RESOLUTION

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

17 TERM AND TERMINATION

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



18 AMENDMENTS TO THE AGREEMENT

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

19 TRANSFER OF THE AGREEMENT

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

20 NOTICES

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

21 SURVIVING TERMS

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

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

Kropyvnytskyi Solar Power Project

Scoping, feasibility assessment and development of a priority investment programme

Terms of Reference

1. BACKGROUND

1.1. Introduction

Nefco is an international financial institution established by the five Nordic countries. Russia's ongoing war in Ukraine and the related strikes on the energy infrastructure of the country accentuate the importance of developing and utilizing all available renewable energy opportunities. This is also a pathway into the green transition of Ukraine, which the country has embarked on.

Nefco was actively implementing projects in Ukraine before Russia's full-scale war in Ukraine at which point most ordinary operations in the country came to a halt. Subsequently, Nefco made an unwavering pledge to stand together with Ukraine and to be in the forefront of the joint effort to overcome the destruction caused by the war while building the country back better and greener. To deliver on this pledge, Nefco launched its Green Recovery Programme for Ukraine in July 2022.

Nefco has been approached by Kropyvnytskyi City Council (the Beneficiary) in Ukraine with a request to finance the installation of photovoltaic (PV) cells at the premises of approximately 40 municipally owned social, medical, educational and cultural facilities (the Sites). The justification of the Project is to generate green electricity for the Beneficiary's own needs. The proposal received by Nefco contains a brief description of the proposed project including general information, a list of municipal buildings with the foreseen capacity and preliminary cost estimation per installation. Donors have expressed preliminary interest in providing grants to the implementation of this Project. Availability of funds will be further explored in parallel with the development of the feasibility study and Nefco will provide instructions regarding assumptions in relation to a future investment budget.

Photovoltaic (PV) cells are not widespread in the municipal sector of Ukraine. The successful implementation of the Project would serve as an important demonstration object of how municipal infrastructure and facilities can be equipped with and benefit from solar power installations. It is, however, important that the project is deemed feasible, properly structured, and correctly dimensioned, while considering alternative and complementary solutions and potential future developments. The project assessment must also take into consideration the relevant legal, institutional, and socioeconomic context.

Nefco will engage a consultant (the Consultant) to provide the due assessment and scoping of the project, and to assist in drafting related documentation (the Assignment). The funding for the Assignment is provided within Nefco's Green Recovery Programme for Ukraine.

1.2. Beneficiary

The Beneficiary is the Department of Economic Development of Kropyvnytskyi City Council.

Kropyvnytskyi, located in Central Ukraine, has a population of approx. 229,000. Following Russia's full-scale invasion of Ukraine, the city has become a humanitarian hub. Currently, 25,000 internally displaced persons from Eastern, Northern and Southern Ukraine reside in the city. More than 40 businesses have relocated to Kropyvnytskyi after the start of the war. The increased population and additional businesses have increased the demand of electricity in the city.

The Consultant to be engaged by Nefco under this assignment will be tasked to perform scoping, a feasibility assessment and development of a priority investment programme for the Kropyvnytskyi Solar Power Project.

2. OBJECTIVES

The overall objective of the Project is to ensure reduced fossil fuel dependence, increased electricity autonomy and uninterrupted power supply of critical municipal infrastructure and services in Kropyvnytskyi.

The objective of this assignment is the preparation of a brief Feasibility Study, including a Priority Investment Program (PIP), for the installation of solar power equipment. The PIP is to be developed based on thorough analysis of current situation, technical requirements, costs, and economic, environmental and social impacts.

Specific objectives of the assignment shall include, *inter alia*:

- a technical and financial feasibility assessment of the Project;
- development of an efficient PIP;
- analysis of environmental and social impacts;
- preparation of a Terms of Reference for technical assistance on project implementation support.

3. SCOPE OF WORK

The overall scope of work of the Feasibility Study will be to prepare the necessary technical, financial, environmental and social due diligence, which will be appraised by the Beneficiary as well as by Nefco for the prospective financing.

The key tasks of the Assignment will be to:

- Carry out a comprehensive assessment of the Beneficiary's proposed Sites for solar power installations;
- Elaborate a General Investment Plan (GIP) ranking the investment options;
- Prepare a PIP for the most critical solar power installations;
- Prepare a Terms of Reference document for a consultancy assignment to support the Beneficiary in the project implementation.

In order to meet the objectives above, the Consultant shall carry out the following tasks:

3.1. Task 1: Assessment of Sites, technical requirements and impacts

The objective of Task 1 is to present and analyse the current status of the Beneficiary and the legal, administrative, governance, technical, operational, financial, environmental and social context related to its electricity assets.

The Task will focus on a list of 40 pre-selected Sites, i.e. administrative, educational and medical facilities identified by the Beneficiary. Each Site may consist of multiple building structures. The roof structures are to be given priority for installation of the PV panels.

In case data is not available or considered unreliable, the Consultant, in cooperation with the Beneficiary and in consultation with the stakeholders, may make assumptions based on local and international experience.

3.1.1 Task 1.1: Review of Sites

The Consultant shall carry out a technical, environmental, social and administrative review of the Beneficiary's Sites including physical condition, maintenance needs, age, quality of materials, equipment, adequacy, electricity consumption and demand patterns (on hourly basis if available), category of electricity supply, permitted power, operational costs (for electricity, among others), contractual arrangements and environmental impacts. The Consultant should also collect basic information about the use of each Site, for instance function, number of users (e.g. employees, pupils and/or patients) and use in quantified terms (e.g. educational hours, treatment hours, work hours per year) as well as the capacities that are critical for each of the facilities. The review should be sufficiently detailed to provide the Consultant and the stakeholders with a clear understanding of the present situation at each Site.

3.1.2 Task 1.2: Assessment of technical pre-conditions for installation

The Consultant shall, based on the findings in Task 1.1, for each Site:

- carry out an assessment to assess the suitability, including physical pre-conditions, for installation of solar power equipment (PV panels, batteries, inverters and other auxiliary equipment). The assessment is to take into consideration the use, adequacy, shading and condition of the buildings and relevant roof structures and spaces, maintenance and repair plans and administrative issues;
- analyse the current and forecasted electricity consumption over a 10-year period;
- analyse sites to determine the suitability of for installation of solar power equipment, taking into account type of location, orientation, shading, and local weather patterns;
- formulate at least three scenarios for electricity availability from the grid, in particular assumptions for time without grid supply;
- investigate if any other electricity sources are available or planned to be installed.

The Consultant shall categorise the Sites based on the assessment of the respective suitability for installation of solar power equipment.

3.1.3 Task 1.3: Review of Legal Framework, Organization, and Governance for Beneficiary

The Consultant shall review and map the context of institutional, legal and regulatory implementation of solar power installations. The review should be sufficiently detailed to provide the Consultant and the stakeholders with a clear understanding of the requirements for implementation of the investments, including but not limited to required permits, licenses and others.

The Consultant shall:

- review of the Beneficiary’s governance procedures and readiness to implement the Project;
- review and ensure compliance with all relevant building codes, electrical standards, and grid interconnection requirements that could impact the project;
- identify regulatory barriers, necessary permits according to possible technical solutions;
- study the existing restrictions on the possible configuration of future equipment and its parameters by the local electricity supplier;
- assess the legal framework and institutional pre-conditions for implementing the concept of “net metering” or “net billing”(i.e. sales of surplus electricity to the grid) by the Beneficiary, including the due contractual, technical and organisational factors.

3.2. Task 2: Elaboration of General Investment Plan (GIP)

The objective of Task 2 is to develop a plan for implementation of the proposed solar power installations. By analysing of the technical requirements and economic, environmental and social implications of the installations, the Consultant is expected to prioritise and rank the Sites to identify the most critical measures to be implemented.

3.2.1 Task 2.1: System analysis of the technical requirements per Site

The Consultant shall analyse and design the technical requirements for the solar power installations. The technical requirements are to include specifications (capacity, size and quantity) of PV panels, inverters, batteries and other auxiliary equipment, as relevant, as well as possible location for installation of battery storage for each Site in line with required electricity consumption.

The proposed methodology for the system analysis is the following:

1. Considering the category of electricity supply, analyse whether the facility has alternative electricity sources, including renewable electricity sources if available, to ensure power supply;
2. Determine the total operating power needs of critical consumers at the Site, separate for the summer and winter seasons;
3. Define the worst-case scenario for electricity available from the grid in line with the scenario for electricity availability;
4. Determine the battery capacity to provide electricity to critical consumers of the Site in line with the scenario for electricity availability;
5. Calculate the operating power needs of all consumers at the Site that can be connected to the solar power installation;
6. Determine the maximum power of the inverter and PV panels according to results of the Task 1.2;
7. Determine the capacity and power of the PV panels that can be physically installed on the roof structures of each Site;
8. Specify other auxiliary equipment required for the solar power installation.

The Consultant is encouraged to provide feedback and propose improvements to the methodology for the system analysis. Minor modifications to the methodology from Nefco’s side may apply.

The system analysis is expected to be concluded in a long-list of solar power installations itemising each Site with clearly defined technical requirements.

3.2.2 Task 2.2: Environmental and social impact of solar power installations per Site

The Consultant shall analyse and present the environmental and social impact of each Site in long-list of solar power installations.

The analysis of environmental impact is to be based on the scenarios for electricity availability (formulated under Task 1.2) and determine the foreseen impacts from replacing electricity from the grid with electricity from the solar power installation. Other relevant environmental impact considerations may also be included.

The analysis of social impact is to estimate how each solar power installation will impact on function and use (e.g. educational hours, treatment hours, work hours per year).

3.2.3 Task 2.3: Preparation of GIP

The Consultant shall prepare a GIP in which the Sites are outlined and prioritised. The Sites are to be presented in line with the long-list of solar power installations developed under Task 2.1. The GIP is to include the following information for each Site:

- General description (facility, location, equipment);
- Brief specification of the foreseen investment (specification of equipment);
- Estimated capital expenditure in EUR;
- Estimated operations and maintenance expenditures in EUR per year;
- Conclusions of the environmental and social impact analyses (in Task 2.2);
- Permit, license and/or other regulatory issues, if any.

For each of the Sites selected, the estimates of capital expenditures and operational expenditures are to be based on applicable previous procurement experiences or preliminary offers from suppliers operating in Ukraine. Potential cost savings upon implementation of the Project should be identified and estimated in monetary terms for each Site.

The Sites are to be ranked based on the following preliminary priority criteria to be set by Nefco and the Beneficiary:

1. Environmental impact;
2. Cost-effectiveness (i.e. Net Present Value);
3. Social impact.

The expected available investment budget will be communicated by Nefco.

3.3 Task 3: Preparation of Priority Investment Program (PIP)

The objective of Task 3 is to present and justify the prioritised solar power installations investments. Taking into account the priority criteria and available investment budget, the Consultant is expected to present and describe the Sites included in the programme on a Site-specific and program-level to the Beneficiary and Nefco.

3.3.1 Task 3.1: Determine priority investment measures

The PIP is to be oriented towards addressing the most critical Sites as defined in the priority criteria, and to achieving regulatory requirements while maximizing the operational cost savings, improved operational efficiency and resilience of the Beneficiary.

The Consultant shall describe the proposed Sites with the following information for the solar power installation at each Site:

- Detailed description (facility, location, use, general technical requirements);
- Conceptual layout of solar power equipment;

- Specification of solar power equipment (capacity, size and quantity) with options, where relevant;
- Operational simulation (based on the scenarios developed under Task 1.2);
- Cost estimates for capital and operational expenditures;
- Estimation of economic, environmental and social impacts.

The Consultant shall undertake limited market research, identify and list the 10 main potential suppliers of solar power equipment.

At this stage, the Consultant shall agree with the Beneficiary on the proposed PIP measures. For this purpose, the Consultant shall compile a presentation with a proposal for the PIP measures including (i) findings under the GIP; (ii) an assessment of the investment needs of the Beneficiary; and (iii) draft recommended PIP, including cost estimates, to be financed within the framework of the Project. Thereafter the Consultant shall organise a workshop to discuss different options and request approval on the recommended PIP.

3.4. Task 4: Preparation of the Tasks for Consultancy Services

The objective of Task 4 is to the technical assignment for technical assistance to the Beneficiary.

3.4.1 Task 4.1: Preparation of the Tasks for Consultancy Services

The Consultant shall prepare a Terms of Reference document of tasks for a consultancy assignment that may be needed for the successful procurement and implementation of the Project. The Terms of Reference will be designed for an assignment focused on support to the PIU with project implementation, including the project implementation plan (including procurement plan), development of tender documentation, procurement of goods and works, nomination of contractors and contract supervision and training to the PIU. Nefco will provide a template for Terms of Reference document that the Consultant is expected to adopt to specific context and requirements of the Project and the PIP.

4. Implementation Arrangements and Deliverables

4.1. Implementation arrangements

The assignment is expected to have a duration of 20 weeks with envisioned kick-off in June 2025.

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

All relevant and available Project data, information, reports and documents relevant to carry out the assignment will be made available for the Consultant by the Beneficiary. The Beneficiary will grant access to all Sites relevant in the Project. The Consultant is responsible for safe management of confidential and/or sensitive information.

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

The Consultant shall be responsible for providing suitably qualified interpreters/translators to work with his staff.

4.2. Deliverables

Deliverable	Table of Contents	Format	Maximum number of pages (excl. Appendices)	Submission (weeks after commencement)
Inception Report	<ul style="list-style-type: none"> • Review of sites • Assessment of technical pre-conditions • Review of Legal Framework, Organization, and Governance for Beneficiary • Comments to the Terms of Reference, including the proposed methodology for system analysis 	Word or similar	20	8
General Investment Plan	<ul style="list-style-type: none"> • Long-list of solar power installations with prioritisation • Analyses of environmental and social impact 	Excel or similar	N/A	12
Priority Investment Plan	<ul style="list-style-type: none"> • Short-list of prioritised solar power installations • List of potential suppliers of solar power equipment • Presentation to the Beneficiary 	Word and power-point or similar	15	16
Tasks for Consultancy Services	<ul style="list-style-type: none"> • Terms of Reference document of tasks for a consultancy assignment 	Word or similar	N/A	20

5. CONSULTANT'S PROFILE AND QUALIFICATION REQUIREMENTS

NEFCO expects to contract an organization (not individuals but a legal entity) for the assignment, since the assignment will demand **extensive experience in the renewable electricity sector** and **strong local representation in Ukraine**. The Consultant is required to demonstrate previous **practical experience in the solar energy sector and of projects in**

Eastern Europe¹, Caucasus and Central Asia (the relevant region) with the ability to prepare projects with a limited availability of data and information.

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

The Consultant's team is expected to consist of lead and senior experts who will perform the bulk of the work, assisted by short-term non-key experts in specific areas as necessary.

The Team Leader will develop close collaborative links with Nefco and the Beneficiary to ensure continuous coordination with the project beneficiaries and stakeholder institutions at all levels.

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

Position, function	Qualifications and skills	Professional experience
Team leader	<ul style="list-style-type: none"> ▪ Master's degree in engineering, municipal infrastructure, business administration or other relevant field; ▪ Demonstrated knowledge of project cycle management for projects financed by IFIs; ▪ Proficiency in internationally accepted procurement rules and procedures; ▪ Strong planning, organisational and communicative skills, including team management. ▪ Excellent writing and communication skills in English are essential. Working knowledge of Ukrainian and/or Russian languages is advantageous. 	<ul style="list-style-type: none"> ▪ Minimum of 8 years of professional experience in projects of a similar nature and scope; ▪ At least 3 years of experience in managing public infrastructure projects financed by IFIs as a team leader
Solar Energy Expert	<ul style="list-style-type: none"> ▪ Minimum Bachelor's degree in engineering, municipal infrastructure or similar; ▪ Knowledge of Ukrainian and international standards and rules, best international practices applicable for the electricity sector; ▪ Experience of developing technical requirements, design and technical specifications for solar power installations; ▪ Good written and communication skills in English is advantageous. 	<ul style="list-style-type: none"> ▪ At least 5 years of experience in preparation, design, process optimisation and/or evaluation of solar power installations and/or systems;
Procurement Expert	<ul style="list-style-type: none"> ▪ Master's degree in public administration, business administration, procurement, law or other relevant field (or minimum of 10 years of relevant work experience); ▪ Proficiency in internationally accepted procurement rules and procedures; 	<ul style="list-style-type: none"> ▪ At least 5 years of experience in procurement and contracts preparation projects financed by IFIs.

¹ The countries in Eastern Europe considered relevant to this assignment are limited to Belarus, Moldova, Russia and Ukraine.

Position, function	Qualifications and skills	Professional experience
	<ul style="list-style-type: none"> ▪ Sound knowledge of procurement rules and procedures of IFIs, preferably previous experience with Nefco Procurement Policy and Procedures; ▪ Excellent writing and communication skills in English are essential. Fluency in Ukrainian or Russian is advantageous. 	
Financial and economic Expert	<ul style="list-style-type: none"> ▪ Master's degree in public administration, business administration or other relevant field, or minimum of 5 years of relevant work experience; ▪ Proficiency of the electricity sector in Ukraine; ▪ Demonstrated experience of implementation of financial and economic analyses, including quantification of environmental and social impacts; ▪ Fluency in Ukrainian is essential. Good writing and communication skills in English are advantageous. 	<ul style="list-style-type: none"> ▪ At least 3 years of experience of working in projects financed by IFIs; ▪ At least 3 years of experience in financial, economic and/or social analyses;
Institutional expert	<ul style="list-style-type: none"> ▪ Master's degree in public administration, law (or related field), economics or equivalent field or minimum of 10 years of relevant work experience; ▪ Solid knowledge of Ukrainian legislation, regulations and standards relevant to the municipal and electricity sectors; ▪ Experience in permitting and licensing issues; ▪ Fluency in Ukrainian is essential. Good writing and communication skills in English are advantageous. 	<ul style="list-style-type: none"> ▪ At least 5 years of experience in implementation of environmental and social assignments in infrastructure projects funded by IFIs of similar scope;
<p>Project of a similar nature and scope should be understood as assignments with a contract amount of at least EUR 30,000 and related to feasibility and due diligence assignments in public and private renewable electricity projects.</p> <p>IFI-financed projects should be understood as projects financed by international financing institutions and national development agencies (e.g. GIZ, Sida, Swedfund and USAID).</p>		

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

Annex 3: Securedmail manual

Go to the website www.securedmail.eu.

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

Alternatively, you can attach this link to your browser:

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

A display for composing the secured message opens. Type your own e-mail address in the uppermost field. A delivery confirmation request will be sent to this address to verify your identity.

Type the subject, message and include attachment(s).

You can accept the suggested random password or replace it and enter your own password. The password is delivered automatically to the recipient's mobile phone via SMS.

Click “Send”.

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

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