

Request for Proposal (RFP)

RFP-ECS-2024-001

Activity Title:

“Provision of Project Management and Supervisory Services for Distributed RES Projects under the Ukraine Energy Support Fund”

Issuance Date: 03, June 2024
Deadline for Receipt of Questions: 17, June 2024 – 00:00 h CET
Deadline for Receipt of Proposals: 01, July 2024 – 00:00 h CET

Issuance of this RFP does not constitute an award commitment, nor does it commit to pay for any costs incurred in preparation or submission of comments/suggestions of a proposal. Proposals are submitted at the risk of the offerors. All preparation and submission costs are at the offeror’s expense.

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1. INTRODUCTION

The purpose of this RFP is to solicit proposals from qualified entities to provide **Project Management and Supervisory Services** (PM) within the Terms of Reference (ToRs) specified in Attachment A – Technical Specification for the implementation of a Distributed Renewable Energy Sources (RES) projects portfolio funded by the Ukraine Energy Support Fund (the Fund) managed by the Energy Community Secretariat (ECS) (<https://www.energy-community.org/Ukraine/Fund.html>) (RES Projects). Tetra Tech Inc (Tetra Tech) is the appointed Procurement Agent. The beneficiaries of the projects will be the owners and operators of health and other social infrastructure as described in Attachment A.

The resulting contract is to be concluded between the successful Offeror (the Project Manager), the ECS and the ultimate beneficiary of the RES Project (the Beneficiary) (the Contract).

The Offeror shall provide these services on a pricing mechanism specified in the Attachment A to manage and supervise the RES Projects.

2. RES PROJECT DESCRIPTION

The nature and scope of the RES Projects subject to this RFP are further described in Attachment A.

3. OFFEROR'S QUALIFICATION

Offerors under sanctions imposed by the European Union, by Ukraine or by a resolution of the UN Security Council or the World Bank or any specific donor to the Fund will not be considered. Furthermore, quotations from offerors whose beneficial owner is a national of or whose place of registration is in the Russian Federation, or the Republic of Belarus will not be considered.

Offerors must provide the following information and references in order to be qualified for the procurement process:

1. Offeror's information, including:
 1. Copy of official record indicating the official registered name of the Offeror, place of registration, type of registration and registration number.
 2. Type of activity or business.
 3. List of offices if applicable.
 4. Business address, website, and physical address.
 5. Name, title, telephone number and email of the firm's authorized representative.
 6. Copy of power of attorney, statute or other official company document granting authority to the authorized representative to sign contracts, all official correspondence, or other documents on behalf of the Offeror.
2. Technical Proposal and Financial Proposal in line with section 5 below, to fulfill the specifications defined in Attachment A – Technical Specification, including description of past similar experience in providing the services described in Attachment A -Technical Specification.
3. Certification that the Offeror is not owned or controlled in total or part by any entity of any government (Attachment D).
4. The Offeror shall complete and sign the Representation and Certifications found in Attachment C to this document and include them with the Offeror's proposal. Proposals that do not include these certifications will not be considered.

Tetra Tech and the ECS reserve the right to perform background checks on the Offeror. If facts are identified which indicate poor performance in the execution of earlier contract(s) or which pose a reputational risk to any of the parties involved in the Fund, the Offeror may be disqualified.

4. SUBMISSION OF PROPOSALS

The deadline for receipt of proposals in the below emails is **01, July 2024** by no later than **00.00** CET. Proposals must be submitted via e-mail to ukrainsupportfund@energy-community.org in the following formats: Adobe Acrobat and Microsoft Word and/or Excel.

The Offeror is responsible for ensuring full submission of its proposal to the above e-mail addresses and receipt of the proposal by the two recipients.

All proposals must fully respond to the Technical Specifications enclosed in **Attachment A** and must include quotes in the format provided in **Attachment B – Table 1 – Detailed Budget**. Proposals received after the above-stated due date and time will not be considered for this procurement.

5. QUESTIONS AND CLARIFICATIONS

All questions or clarifications regarding this RFP must be in writing and submitted, in English, to ukrainsupportfund@energy-community.org on **17, June 2024** no later than **00.00** CET. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients.

Only written answers from the address ukrainsupportfund@energy-community.org will be considered official and carry weight in the RFP process and subsequent evaluation. Any communication received outside the official channel, whether received verbally or in writing, from employees or representatives of Tetra Tech or the ECS, or any other party, will not be considered official responses regarding this RFP.

6. PROPOSALS PREPARATION INSTRUCTIONS

All Offerors must follow the instructions set forth herein in order to be qualified for the procurement process. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full credit under the applicable evaluation criteria.

Separate Technical and Cost Proposals must be submitted. All proposals have to be submitted in English.

OFFEROR'S INFORMATION

- Offeror's information, including official registered title, type of activity or business, list of offices if applicable, address, telephone, and website.
- Authorized point of contact with phone number(s) and email address.
- Experience of the Offeror: References for at least 5 renewable energy, energy efficiency, municipal infrastructure or similar projects managed throughout the entire project cycle, and successfully commissioned within the 10 years before the date of submission of the proposal.

TECHNICAL PROPOSAL

Proposals will be scored on a 100-point scale. Available points for each evaluation criterion are given below. Offerors must address each evaluation criterion.

The technical proposal is required to include the following points, reflecting the below indicated evaluation criteria:

A. Technical Approach.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the financial proposal.

Present a narrative that describes how the Offeror would implement the tasks identified in the scope of work described in Attachment A. This narrative must also include:

- A management approach that describes how the Offeror will manage the delivery of the services and how the Offeror will interact with the ECS and the ultimate beneficiary, and the execution of the supervision of the project implementation. This should include all tasks as described in Attachment A.
- An indicative workplan that will contain the timeline of implementation of all the tasks as described in Attachments A for the initial portfolio of projects.
- A time needed for the Offeror to allocate resources from the moment of receiving a task order or mobilization time.

Information that the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such.

B. Proposed positions and staff.

Present a narrative that includes the following:

- Team composition (names, specialties/area of expertise, position/role, etc.), with detailed task assignments to perform the activities described in Attachment A.
- CV for all labor categories named in Attachment A (CVs shall be limited to 3 pages each) that describes their experience and lists the following:
 - Affiliation/Organization
 - Education
 - Years of Professional Experience
 - Relevant Experience to the TOR in this RFP
 - Fluency in English and Ukrainian

In addition to presenting the CVs, Offerors should complete and include the table below:

Proposed Personnel’s Name, Last Name	Proposed Position Under This Assignment	Qualification	Years of Professional Experience

C. Offeror Past Performance.

Offerors should provide a summary of relevant assignments in the last 10 years before submission of the proposal, which included full project cycle implementation supervision and/or management including the title, client and contact details, date, and a brief description. These references shall list energy related projects which required formal permitting, licensing and commissioning, preferably where funding and role was originated from an IFI, public donor agency or similar source

Tetra Tech or the ECS may contact references for feedback prior to making a decision on contract award. Evidence of failure in the successful and timely execution of earlier contracts may result in the disqualification of an Offeror.

Project (task) name (title)	Description of the project (task) and services provided	Client name, phone number, and email address	Dates of execution

FINANCIAL PROPOSAL.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the financial proposal.

D. Detailed Budget.

Offerors shall complete Table 1 of Attachment B “Detailed Budget” in order to allow for quotes to be compared and make a competitive selection. The budget should be provided in Excel format with unlocked cells and formulas. Offerors are encouraged to provide a discount to their standard commercial rates.

The Detailed Budget shall be provided for the initial set of RES Projects listed in Attachment A.

The Detailed Budget will serve as a basis for the budget of further RES Projects in line with the criteria laid down in Attachment A.

A price must be provided for each project component to be considered compliant with this request. The price proposal should include the individual line items shown in the template, e.g., fully burdened daily rates, travel costs, and other direct costs. Offers must show unit prices, quantities, and total prices. All items, services, etc. must be clearly labeled and included in the total offered price. The price proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Tetra Tech and ECS reserve the right to request additional cost

information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an Offeror’s proposed price.

The Offeror shall provide unit pricing in Euros (EUR). Prices quoted in this document shall be binding and valid for 90 days, including all taxes and other costs including VAT tax originated in Ukraine.

E. Proposed Billing Rates Certification.

Document on Offeror letterhead certifying the labor rates being proposed are standard rates and have been previously billed to clients for similar work.

CERTIFICATIONS.

F. Representations and Certifications.

Attachment D of this RFP must be submitted as part of the Proposal. The successful Offeror must comply with conflict of interest (COI) provisions and not represent any party, or be part of any other engagement, that may potentially conflict with this assignment.

G. Non-Government Owned Certification.

Certification, as per Attachment C of this RFP must be submitted as part of the Proposal.

7. EVALUATION CRITERIA.

The award will be made to the qualified Offeror whose proposal follows the RFP instructions above and which represents the best value in consideration of evaluation criteria laid down in this section.

Tetra Tech and ECS reserve the right to conduct discussions with selected Offeror(s) in order to identify the best value offer. Award of any resulting contract shall be made on a best-value basis. Tetra Tech and ECS reserve the right to request a test assessment from Offerors to assess their qualifications.

The submitted technical information will be scored by an evaluation committee using the following evaluation criteria for the technical proposal (80 points) and for the financial proposal (20 points).

Given the specific expertise required to perform the services in question only proposals with a score of 45 points or more for the technical proposal will be considered for evaluation of their financial proposals.

Proposals will be scored on a 100-point scale. Available points for each evaluation criterion are given below.

TECHNICAL PROPOSAL (80 POINTS).

Evaluation Criteria for Technical Proposal		Points
I.	Technical Approach	25
II.	Staff	30
III.	Offeror Past Performance	25
TOTAL		80

FINANCIAL PROPOSAL (20 POINTS).

The lowest qualified financial proposal will receive the maximum score of 20 points.

The other proposals will be scored inversely proportional to their price and computed as follows:

$$Sf = 20 * Fm/F$$

Where,

Sf = financial score of the proposal evaluated

Fm = price of the lowest-priced Financial Proposal among those qualified

F = price of the Financial Proposal under consideration

The Offeror should submit a Detailed Budget reflecting the cost of completing the scope. Offerors shall complete the Attachment B – Detailed Budget. Labor rates quoted in this document shall be fully burdened with all indirect costs, taxes, and fees, if any.

8. TERMS OF PAYMENT.

Payment terms for the awarded Contract shall be based on the milestones of the respective RES Project as described in Attachment E – PM Contract Basic Template:

- Approval of the Preliminary Feasibility Assessment.
- Expert Review of the Detailed Design and Budget (Permitting).
- Installation and Commissioning.
- Net Billing Contract Finalization.

Payment will be made by the ECS via bank wire transfer in **Euros**.

9. NEGOTIATIONS.

Best offer proposals are requested. It is anticipated that a contract will be awarded solely on the basis of the original offers received. However, Tetra Tech and ECS reserve the right to conduct discussions, negotiations, and/or request clarifications prior to awarding a contract. Furthermore, Tetra Tech and ECS reserve the right to conduct a competitive range and to limit the number of Offerors in the competitive range to permit an efficient evaluation environment among the most highly rated proposals.

Highest-rated Offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical proposals during a competitive range.

10. MULTIPLE AWARDS/NO AWARD.

Tetra Tech and ECS reserve the right to issue multiple awards or no awards.

11. CONTRACT TEMPLATE.

The Contract that will be issued to the successful Offeror will be based on Attachment E – PM Contract Basic Template.

Unless otherwise specified by the Offeror, its submission of a proposal indicates its acceptance of the terms of Attachment E.

12. COMMUNICATIONS AND COMPLAINTS.



The successful Offeror will be notified upon finalization of the evaluation of all proposals submitted; all other Offerors will be notified upon execution of the Contract resulting from this RFP.

Any questions or complaints regarding this RFP shall be submitted in writing in English or Ukrainian via email to the address **ukrainesupportfund@energy-community.org**

ATTACHMENT A – TECHNICAL SPECIFICATION

TERMS OF REFERENCE:

Project Management and Supervisory Services for Distributed RES Projects under the Ukraine Energy Support Fund.

EXPECTED PERIOD OF PERFORMANCE:

The initial Contract will be for 2 years, with the option to extend by agreement between the parties.

PLACE OF PERFORMANCE:

Ukraine.

1. Background

In agreement with the European Commission and the Ministry of Energy of Ukraine, the Ukraine Energy Support Fund (the Fund) was established to counteract the impact of the Russian attacks targeting critical energy infrastructure. The Fund is operated by the Energy Community Secretariat (ECS), the independent executive institution of the Energy Community based in Vienna, Austria. The Energy Community is an international organization to which Ukraine and the European Union are members. The ECS acts as the fiduciary of the Fund as well as an intermediary between the donors and the Ukrainian authorities.

The Fund enables a pathway for governments, international financial institutions and international organizations as well as corporate donors to provide financial support to repair the damage and keep the Ukrainian energy sector functioning. Contributions to the Fund are based on contractual arrangements to be concluded between the donor, the ECS, and the Ministry of Energy of Ukraine.

Donors have contributed to the Fund with grants earmarked specifically for the implementation of decentralised renewable energy projects on social infrastructure, in particular rooftop solar systems with battery storage for hospitals. The beneficiaries of these RES Projects will be the owners and operators of health and other social infrastructure (the Beneficiaries).

The driving rationale behind this initiative is threefold. Firstly, it seeks to significantly decrease the reliance on grid-supplied electricity by substituting it with renewable, solar-generated power. Secondly, it aims to bolster the resilience of these facilities by providing backup energy storage options; in the event of power supply interruptions, these storage systems can ensure the continued operation of essential services. Lastly, through the promotion and implementation of these green energy solutions, the project aspires to advance the wider adoption of renewable electricity within Ukraine.

By seamlessly integrating solar power and battery storage with existing grid infrastructure, the projects are poised to enhance the sustainability, resilience, and self-sufficiency of Ukraine's social infrastructure facilities, while also fostering a greener energy landscape within the country.

The design of each project should, in principle, incorporate the following components (as an example):

- Solar photovoltaic (PV) panels.
- Mounting structures.
- Cables.

- Hybrid inverters.
- Battery storage.
- AC distribution panel with “Transfer switches”, to isolate the served area from the rest of the facilities until the external grid is restored.
- A smart electric meter along with an upgrade of the connection point, if necessary.

Given the typical rooftop area of hospitals and schools in Ukraine, there is potential to install solar panel systems with a capacity of up to 500 kWac and typically between 50-200 kWac.

The current tender aims at procuring project management and supervisory services (PM) for the RES Projects under the Ukraine Energy Support Fund.

The envisioned approach to physically implement these projects is by the PM engaging specialized “turn-key” contractors that can operate either on EPC (Engineering, Procurement, Construction) and/or BOS¹ (Balance of System) terms. It is also possible for the PM to propose separate contracts for the regulated assessments (e.g. technical assessment of the roof and building construction elements), detailed design and budget development, procurement of equipment, installation commissioning of the system, and conclusion of the Net Billing Contract with the Distribution System Operator (DSO), if justified by the implementation time advantage and/or significant cost savings. ECS will cover the cost of EPC contracts or other contractors and equipment suppliers, necessary for project implementation (hereinafter Sub-contractors).

Ministry of Health of Ukraine has nominated 17 initial Beneficiaries and is expected to nominate further Beneficiaries for the development of RES Projects.

Based on a Framework Agreement between the Beneficiary and the Ministry of Energy of Ukraine, these Beneficiaries submit a standardised request for support (Support Request) to the Ministry of Energy of Ukraine which reviews and approves the request.

The request for support is then submitted to the ECS to be implemented by the Project Manager.

The Project Manager’s scope of service is reflected further below.

Initially, the Project Manager is tasked with the implementation and supervision of RES Projects for the 17 initial Beneficiaries; upon approval of further requests for support of additional Beneficiaries, the Project Manager will be tasked with the implementation and supervision of further RES Projects for these Beneficiaries through the selection and appointment of EPC contractors.

Below the list contains the areas and number of facilities in each area. The detailed list of sites will be provided only to the awarded Offeror.

1. Zhytomyr Region, 2 sites.
2. Khmelnytskyi Region, 2 sites.
3. Kyiv Region, 10 sites.
4. Odesa Region, 2 sites.
5. Volyn Region, 1 site.

¹ This approach encompasses all components of a photovoltaic system other than the photovoltaic panels.

2. Objectives

The Project Manager (PM), under contract with the ECS and with the selected Beneficiaries, will review the proposed project sites across Ukraine, some of which have been selected (initial 17 sites) and additional ones will be selected as eventual Beneficiaries for the implementation of RES Projects on the basis of approved Support Requests and provide recommendations to the ECS for further implementation.

Upon approval of the recommended sites by the ECS, the PM will tender to procure and contract the necessary Sub-contractors to obtain the necessary permits, connections, and grid-parallel operational licenses, and to procure, install, and commission these RES Projects, ensuring permits, timelines, functions, and quality are consistently met for the Beneficiaries, and in compliance with national legislation and industry norms.

The applicable rules for procurement and the EPC contracts, based on best international practice and adapted to the Ukrainian legislation, will be developed by the Procurement Agent (Tetra Tech) with the support of the PM and submitted for approval to the ECS.

The PM will manage and supervise the implementation of RES Projects and ensure projects meet the design and performance specifications and are installed in the shortest time possible while meeting adequate levels of proficiency and quality and are in compliance with the applicable Environmental, Social, Health and Safety (ESHS) requirements described in Attachment F.

3. Scope of Work

The PM shall perform the following tasks with regard to the RES Projects:

1. Preliminary Review of the RES Projects:

Upon initial mobilization, PM will start the evaluation of the 17 already proposed sites. The PM will use input data made available by the Beneficiaries, ECS, Ministry of Healthcare, Ministry of Energy and other sources to provide initial recommendation on the feasibility of further RES project implementation at each site. For those recommended sites the PM will develop Preliminary Feasibility Assessment that will include preliminary design, capacity of the system, indicative equipment selection, approximate budget, electric energy production estimates, implementation timeline and other relevant information. The PM will also commission official technical assessment of the roof and building load-bearing capacity and obtain the official Act of such technical assessment. This process will be applied to each new Site Support Request as they are being received. The PM will submit to the ECS for approval its report and recommendation for further RES project implementation for each site with enclosed Preliminary Feasibility Assessment Study and Act of the Technical Assessment for the relevant buildings.

2. On-site review of the Beneficiary sites:

The PM may visit the sites to gather input information, assess those key points which may need a detailed evaluation for the installation to happen, such as mechanical viability of the supporting structures, cable routing options, siting of the key components, such as inverters, battery storages and switchgears, and identify the point of connection within the facilities, where these systems will be connected.

3. Procurement of the Sub-contractors:

The PM will develop, with the support of and in cooperation Tetra Tech, terms of reference, tender documentation, and conduct procurement procedure for the engagement of a Sub-contractor(s) that will be tasked with:

- 1) Development of the detailed design and budget documentation for the RES project.
- 2) Obtaining official expert review of the detailed design and budget and any other permits, registrations, approvals, licenses or similar required to procure, install, connect, and commission the systems on each Beneficiary facility.
- 3) Supply of the equipment and materials for the RES projects.
- 4) Installation, including any necessary construction works, of the RES projects.
- 5) Ensuring proper technical supervision during implementation as required by the regulations of Ukraine and ESHS scope detailed in Attachment F.
- 6) Commissioning of the RES projects.
- 7) Providing capacity-building for the Beneficiary personnel on operation, maintenance and monitoring of the RES projects.
- 8) Conclusion of the Net Billing Agreements with the DSOs.

Procurement shall be in line with the procurement rules and key conditions of contracts developed by Tetra Tech with the support of the PM and approved by the ECS.

Sub-contractors may be selected on the EPC basis with all of the above tasks grouped in one contract. The PM may also propose to separate some of these tasks and run separate tenders for groups of these tasks or individual tasks. The PM has to justify this approach in the project implementation plan keeping in mind the requirement for fast and efficient implementation.

It is also possible for the PM to undertake the detailed design and permitting functions and roles usually fulfilled by the EPC contractor, provided the PM has or has access to the required licensed design and engineering capabilities, leaving the Procurement and Construction to the (E)PC contractor.

4. Award of Sub-contracts and assignment of sites to be executed by each Sub-contractor:

The PM will assign the various sites to the best-suited Sub-contractors for its construction, attending to geographical, logistical, and operational criteria to optimize the implementation by each Sub-contractor.

5. Continuous project management, through the supervision, tracking, and validation and approval of milestone completion, with subsequent payments, inclusive of regular reporting to ECS according to the schedules and timelines of each RES Project, inclusive of the applicable ESHS requirements defined in Attachment F.

The PM will supervise the milestones completion of the EPC contractors and eventually approve the payments by ECS of the completed milestones. This verification will be performed through site visits and/or remote reporting and, in any case, being supported by Third Party Evidence (request for permit submission, issuance of works verifications and inspections by local authorities, permit request or granting for system connection, etc.).

The PM, within his supervisory and validation functions, will also have the authority to issue corrective and work termination notices to the EPC Contractors in the event of breaches of their obligations or defective performance, while making the necessary arrangements for its substitution in coordination with ECS.

6. Verification of completion and commissioning:

The PM will assist and verify the completion, commissioning, and reception of the system by the Beneficiary. If necessary, the PM will participate in the testing and commissioning of delivered equipment and oversee the acceptance of completed work.

7. Review and final validation 30 days after commissioning and final payment approval:

Not earlier than 30 days after reception, the PM will verify the system logs and confirm the system's continuous operation without issues with the Beneficiary entity and hosting utility.

After the 30 days of non-issues operation verification, the PM will approve the last milestone payment from ECS to the EPC Contractor once it has submitted the "As Build" documentation to both PM and Beneficiary.

8. Submission of Closed Project Report to ECS:

PM will issue regular updates and reports to ECS as well as Closed Project report after the non-issues operation period; these reports will comprehend all documents supporting the project implementation, from preliminary design to validation documents and copies of the equipment guarantees.

4. Staff requirements.

The PM will have at minimum, and during the whole duration of the implementation period for the projects, the below listed staff, which must have the formal Ukrainian professional licenses applicable on each area of specialization.

Key Personnel:

- **Team Leader - Project Management Specialist.** Master's degree in engineering, construction, project management or a related field. Minimum of 7 years of practical experience in managing implementation of projects in the energy sector in Ukraine. In-depth knowledge of project cycle management, especially for development projects funded by development finance sources. Proficiency in internationally accepted procurement rules and procedures. Excellent written and verbal communication skills in English and in Ukrainian.
- **Procurement Expert.** Master's degree in finance, engineering, business administration or a related field. Minimum of 5 years of practical experience in managing internationally accepted procurement rules and procedures in projects funded by development finance sources. Excellent written and verbal communication skills in English and in Ukrainian.
- **Contracts and Finance Expert.** Master's degree in finance, economics, business administration or a related field. Minimum of 5 years of practical experience in financial management, contract administration and accounting in investment projects funded by development finance sources. Excellent written and verbal communication skills in English and in Ukrainian.
- **Solar Power and Electrical Engineering Expert(s).** Master's degree in engineering, construction, project management or a related field. Minimum of 5 years of practical experience in implementation of projects in the energy sector in Ukraine with solar energy projects being an advantage. In-depth knowledge of design requirements and standards.

Experience in preparation and review of terms of reference for design and construction, project design documentation, project budgets and cost estimates. Experience with implementing connection of energy projects to the DSO networks. Experience working on projects funded by development finance sources. Excellent written and verbal communication skills in English and in Ukrainian.

- **Environmental, Social, Health and Safety Expert.** Master's degree in environmental protection, engineering, law, project management or a related field. Minimum of 5 years of practical experience in ESHS issues in project implementation. In-depth knowledge of World Bank ESS, IFC Performance Standards. Experience in preparation of environmental and social management plans (ESMP). Experience working on projects funded by development finance sources. Excellent written and verbal communication skills in English and in Ukrainian.

Non-key Personnel

- Local Electrical Engineer, licensed from Low Voltage to Medium Voltage. The expert should have strong knowledge and experience in local construction practices, norms and requirements.
- Local Civil Engineer, licensed for structural works. The expert should have strong knowledge and experience in local construction practices, norms and requirements.
- Reporting and Communications Administrators.

Ukrainian formally licensed positions are understood to have active and current license.

The ECS reserves the right to validate the proposed staff members.

The PM may propose alternative staff members to replace or supplement any of the non-key staff members. All Key Personnel positions may be replaced or supplemented only through explicit written confirmation of the ECS.

Various areas of specialization may be aggregated in one member of the staff, provided the required experience and eventual licensing are met.

5. Management Reporting.

Within two weeks of signing the agreement with the ECS, the Project Manager (PM) must prepare and present the **Project Implementation Plan**. This plan should cover the entire batch of 17 selected sites and include a detailed implementation schedule, a comprehensive description of the work to be performed, deliverables, and the personnel responsible.

For each beneficiary site, the PM will prepare a **Preliminary Review Report and Recommendation**. If the PM recommends implementing a RES project at a specific site, they will also prepare a **Preliminary Feasibility Assessment Study** and a **Technical Assessment Act** for the relevant buildings.

For each RES project approved by the ECS based on the Preliminary Feasibility Assessment Study, the PM will prepare a **Procurement Plan** and submit it to the ECS. Upon finalizing each procurement procedure, the PM will prepare and submit a **Tender Evaluation Report** to the ECS.

A formal review of the project's status will be conducted jointly by the ECS and the PM during a Monthly Progress Meeting. This review will be based on the **Progress Report**, which the PM must submit at least five (5) days before the Monthly Progress Meeting.

The Progress Report shall be prepared at a level of detail that is acceptable to the ECS and which shall typically include reference to following issues:

1. Executive Summary.
2. An assessment of the project status by the PM.
3. Report on applicable ESHS requirements as defined in Attachment F.
4. Progress to date based on the agreed schedule format including:
 - 4.1. All activities completed during the previous month.
 - 4.2. A tabulation and analysis of activities that were not completed as scheduled and plans for schedule recovery.
 - 4.3. Activities scheduled for completion during the coming month.
 - 4.4. Progress, both forecast and actual.
5. Consents, licenses, permitting and statutory approvals.
6. Design/Information Submission Status showing current status and look ahead forecast (including status of design review process / review of design by PM / ECS representative).
7. Procurement/Manufacturing including major material manufacturing, shipping, and delivery status (including expected date of shipment, arrival on site, etc.) to highlight problems and corrective measures.
8. Commercial.
9. Budget/Finance/Payments.
10. Site Instructions, Variation Requests and Claims.
11. Environmental, Health & Safety including notification of all reportable Health and Safety and environmental incidents, including lost time incidents, near miss incidents, audits, recommendations, etc., and the measures taken to rectify and prevent reoccurrence.
12. Quality Assurance.
13. Risk Areas / Responses.
14. Corrective Actions and rectification during the Defects Liability Period.
15. Actions Outstanding.
16. Early warning Issues.
17. Forward view (Work not yet started) including major or key events due in next 3 periods and advance indication of forthcoming witness points from the Quality Assurance plan.
18. Site progress and key site issues.
19. Installation.
20. Commissioning/Testing.
21. Licensing.
22. Operational verification.
23. Progress photographs (including copies in electronic format).

In project planning, levels 1 through 5 represent increasing levels of detail.

Level 1 is the executive summary, which includes high-level milestones like “Project Kickoff” and “Final Deliverable Submission.”

Level 2 breaks down the project into major phases such as “Design Phase” and “Construction Phase.”

Level 3 provides a detailed schedule of work packages, for instance, “Site Survey” and “Blueprint Approval.”

The Progress Report shall include a copy of the schedule, summary Level 1, Level 2 and overall and discipline activity "S" curves.

Project “S” curves shall be directly produced from the contract program and be based on appropriate quantitative information.

The PM shall supplement the contents of the Progress Report as required by the ECS. A template of the Progress Report will be submitted to the ECS for approval before initiation of the key activities.

Within two months of each RES project completion, the PM must submit a **Completion Report** to the ECS. This report should describe the achievement of objectives outlined in the Preliminary Feasibility Assessment Study, and verify all supporting documentation as required by the ECS. The report should include (as a minimum):

- Overview of project completion compared to the plan
- Summary of results, comparing targets to actual achievements
- Comparison of actual costs to the budget
- Results of tests upon completion and the impact of deviations on project outcomes
- Compliance with ESHS requirements
- Recommendations for future activities

6. Project Program and Progress

A progress reporting system shall be implemented to provide ECS with an actual overview and as a basis for decisions to maintain in a proactive manner the contractual key dates on a continuous basis by using:

Critical Path Method (CPM).

Generation of the recovery plans based on the CPM.

Bar Chart Program showing the target and the actual situation of the project.

S-Curves produced on a work-done weighted basis.

The above tools shall be used to support a regular regime for the review and monitoring of the progress of the project and shall be part of the weekly progress reports and weekly meetings with ECS.

As potential problems are identified, measures shall be taken to provide additional detailed planning to ensure effective action is taken to avoid or remedy any problems. PM's program shall reflect the following hierarchy:

Contract schedules and milestones - Level 1.

Overall project schedule - Level 2.

Detailed project management, engineering, procurement, and construction schedule - Level 3.

The complete Level 3 program and updated versions of the Level 1 and Level 2 programs shall be issued to ECS within 30 days of the contract award in Primavera (preferred) or equivalent software and pdf.

The programs shall be split into distinct sections covering:

Procurement (including details of suborders and target dates for placing sub-contracts).

Engineering Design (including a list of all major documents and drawings to be submitted for review submission dates and review durations).

Pre-fabrication, assembly and Factory Acceptance Tests (FATs) as applicable.

Site installation and erection (for all major items of plant).

Pre-commissioning, commissioning and testing.

Additionally, detailed Construction and Commissioning schedules shall be prepared to cover the execution of the activities at site.

The PM shall submit weekly commissioning schedules to the ECS on a weekday nominated by the ECS each week during commissioning.

7. PM Financial terms.

Payment terms for the awarded Contract shall be based on the completion of the milestones of the respective RES Project as described below.

The key milestones are based on the Total PM Budget for each site, following the below breakdown:

- Approval of the Preliminary Feasibility Assessment. – 10%
- Detailed Design and Budget Development Started. – 20%
- Expert Review of the Detailed Design and Budget (Permitting) Obtained. – 20%
- Installation and Commissioning Completed. – 30%
- Net Billing Contract Finalization with the DSO – 20%

The PM payment will be released by ECS within the 20 working days after the submission of evidence for completion of the milestone.

Payments to the Sub-contractors by the PM for those completed and verified milestones, will be completed by the PM after receiving the amount for each RES project from the ECS, after approval, and will transfer such amounts to the corresponding Sub-contractors.

To cover the eventual costs associated with the initial site evaluation visits, the PM may propose a cost estimation by site to ECS based on the costs outlined in his Financial Proposal; once the cost proposal is approved by ECS, the PM will be reimbursed by ECS after validation of the costs with the supporting documents and invoices from third parties used by the PM, such as hotels, transportation and others.

8. Duration of Assignment and Eventual PM's scope extension.

The assignment is expected to continue over 2 years, and eventually across various portfolios of projects, and may be further extended as needed on the basis of the adaptive payment structure defined for the PM scope.

Individual projects and portfolios of projects will be added over time to the initial portfolio, on which the PM scope, terms, and financial conditions will be maintained as defined herein and in the agreement between ECS and PM, unless parties agree to other and/or specific terms for upcoming projects and/or portfolios.

ATTACHMENT B – DETAILED BUDGET

PROPOSED DETAILED BUDGET

- The PM is required to develop a Total PM Budget for the initial 17 sites broken down by budget lines: labor costs, travel costs, administrative costs etc. and by each of the 17 sites.
- To ensure comparability and the inclusion of new projects beyond the 17 initial Beneficiaries as listed in Attachment A, the proposed detailed budget for the services to be provided by the Offeror will be benchmarked as follows:
- RES projects installed capacity (in EUR/kWp), based on the total direct labor costs per position and estimated of the average days of work per site. Distance to site (in EUR/km), based on travel and transportation costs.
- Additional overheads including administrative and other costs (in EUR/RES project).
- **Total Proposed Cost per kWp Installed (All inclusive) : XXX Euros.**

Prices quoted must be valid for **90** days, and account for ALL remuneration, per diem, travel, communications, report reproduction, and other out-of-pocket expenses, taxes, and other costs, including the VAT tax that may be originated in **Ukraine**.

ATTACHMENT C – REPRESENTATIONS AND CERTIFICATIONS

1. Organizational Conflict of Interest Representation

By signing and submitting its quotation, the Offeror represents that, to the best of its knowledge and belief, its participation in this RFP:

does [] or does not [] involve an organizational conflict of interest with any other party involved in this RFPQ, e.g. Tetra Tech, the ECS, the Ministry of Energy of Ukraine, the Ministry of Health of Ukraine or the project at-large.

2. Source and Nationality

(i) By signing and submitting its quotation, the Offeror certifies that:

- a. its legal and beneficial owner(s) is/are individual(s) who is/are citizen(s) or legal resident(s) of _____
- b. it is an organization, association, corporation or partnership established and registered under _____ the _____ laws of _____

(If the Offeror is a joint venture or association consisting entirely of partnerships or corporations, please describe separately the citizenship and legal status of each member of the association, the legal status of the partnership or corporations, and the percentage (%) of voting power of each member.)

3. Contractor Certification

The Offeror must attach the Vendor Certification form in Attachment D duly signed and dated.

ATTACHMENT D – CONTRACTOR CERTIFICATION

1. We hereby certify that neither we _____ (name of Offeror) nor any of our board members or legal representatives nor any other member of our entity including subcontractors are in any of the following situations:
 - 1.1 Having owners and/or ultimate beneficiary owners controlling a share of the entity in question who are of Russian or Belarussian nationality or who have financial interests in the Federation of Russia or in the Republic of Belarus; neither entity or its ultimate beneficiary owners are not under any sanctions imposed by any country, and the European Union, the United Nations or the World Bank.
 - 1.2 Being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation.
 - 1.3 Convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations or the European Union for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions.
 - 1.4 Having been convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in Ukraine for Sanctionable Practice in connection with a Tender Process or the performance of a contract or for an irregularity affecting the EU's financial interests.
 - 1.5 Having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 1.6 Not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or Ukraine.
 - 1.7 Being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
2. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors under the contract are in any of the following situations of conflict of interest:
 - 2.1 Having a business or family relationship with the ECS's or any Beneficiary's staff involved in the tender process or the supervision of the resulting Agreement, unless the stemming conflict of interest has been brought to the attention of the ECS and resolved to its satisfaction.
 - 2.2 Being controlled by or controlling another Offeror, or being under common control with another Offeror, or receiving from or granting subsidies directly or indirectly to another Offeror, having the same legal representative as another Offeror, maintaining direct or indirect contacts with another Offeror which allows us to have or give access to information contained in the respective offers, influencing them or influencing decisions of the ECS or any beneficiary.
 - 2.3 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the ECS or a beneficiary.
 - 2.4 In the case of procurement of Works or Goods by EPC Contractors:
 - i. Being associated with a person who may submit offers as required in the implementation of the

- agreement.
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection by EPC Contractors eligible to submit offers as required in the implementation of the agreement.
3. If we are a state-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
 4. We undertake to bring to the attention of Tetra Tech and the ECS, any change in situation with regard to points 2 and 3 above.
 5. In the context of the tender process and performance of the corresponding agreement:
 - 5.1 Neither we nor any of the members of our joint venture nor any of our subcontractors under the agreement have engaged or will engage in any sanctionable practice during the tender process and in the case of being awarded a contract will engage in any sanctionable practice during the performance of the agreement.
 - 5.2 Neither we nor any of the members of our joint venture or any of our subcontractors under the agreement shall acquire any services or equipment nor operate in any sectors under an embargo of the United Nations, the World Bank, the European Union or any donor to the Fund.
 - 5.3 We commit ourselves to complying with and ensuring that our subcontractors and major suppliers under the agreement comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the ECS and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
 6. In the case of being awarded a contract, we, as well as all members of our joint venture partners and subcontractors under the contract will, (i) upon request, provide information relating to the tender process and the performance of the contract and (ii) permit the ECS or an agent appointed, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
 7. In the case of being awarded a contract, we, as well as all our joint venture partners and subcontractors under the agreement undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case, for at least six years from the date of fulfillment or termination of the Agreement. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the tender process and the performance of the contract are stored and processed according to the Applicable Law by the Client.

Prepared in _____, on this date _____

Name of the Vendor's Authorised Representative: _____

Signature: _____

ATTACHMENT E – PM Contract Basic Template

The contract will be concluded between the ECS, the successful Offeror(s) and the Beneficiaries. It will be based on the elements set out below and further refined during the negotiations with successful Offeror(s).

Framework Agreement: Project Management and Supervisory Services

1. Ukraine Energy Support Fund

Resulting from the Support Request submitted by the Beneficiary and approved by the Ministry of Energy of Ukraine, the design, engineering, permitting, installation, testing, commissioning and licensing of the RES Projects listed in Annex 1 shall be financed through funds of the Ukraine Energy Support Fund, managed by the ECS as fiduciary, in line with the respective Earmarking Declarations of donors.

2. Beneficiary Commitment

The Beneficiary will fully cooperate and facilitate the evaluation and supervisory work on the PM within its facilities and provide unrestricted access to the facilities and information as may be needed by the PM and his appointed EPC contractor.

The Beneficiary will ensure that the EPC contractor can effectively develop the detailed design and engineering documents and forms, produce, fill, submit and process all required permits, including those on behalf of the Beneficiary, for which the Beneficiary commits to use its authorized signature and seals.

Upon arrival of the components, the Beneficiary will support the effective installation of the components and auxiliary installation means, followed by the testing, commissioning and licensing of the new equipment by the EPC and supervised by PM.

During the installation process, the Beneficiary will facilitate and fully support PM in carrying out supervisory visits and documental validations to ensure consistency, quality, adherence to regulations and requirements, and timelines, for which the PM will request and be granted the Beneficiary's inputs and eventual validation of third-party documents, such as building permits, connection permits, and others as by the local regulations.

To ensure the Beneficiary receives the intended system with the performance and quality expected, the PM has the delegated authority to stop the installation, replace the EPC contractor and even cancel the installation in the eventuality that serious irregularities, H&S, lack of compliance or performance remain unaddressed.

3. Assignment PM

The PM will undertake the necessary actions and initiatives, compliant with applicable regulations in Ukraine, to procure the implementation and commissioning of the projects on the Beneficiary sites, which are listed within portfolio that ECS will fund.

To materialize this overall assignment, the PM will address the practical implementation requirements for each area of concern in each project by,

- Assess the viability and key technical and permitting requirements for each project and beneficiary, for which a site inspection can be required, which together with a permitting schedule will be submitted to ECS for approval.
- Tender and appoint a series of EPC contractors, which will be responsible for the detailed design, permitting and licensing, procurement, installation, testing and commissioning of the projects at the beneficiary sites.

PM will remain as main point of contact and information for the Beneficiary regarding the implementation process development.

PM will evaluate the Beneficiary's facilities and develop a preliminary design, budget and timeline for implementation, which once approved by ECS will be assigned to an EPC contractor appointed by the PM.

PM will exercise close supervision on all stages of the project implementation, which may require site visits for verification and management of eventual unforeseen events.

Once the pre-construction permits are approved, the EPC contractor will procure the components of the system, auxiliary installation means, and specialized staff as needed, with the Beneficiary being regularly informed of the progress and next steps.

Within his supervisory obligations, the PM will ensure that EPC contractors address, comply, and ensure the compliance of the Beneficiary, with all forms of permitting and licensing for operation which may be established for each jurisdiction, local and national authorities, and concerned power supply and distribution companies, as well as any other requirements which may be need in any particular location or local administration for the project to operate as intended, and be in full compliance with all applicable regulations and permits.

Based on the progress of each project along their defined milestones and once validated through the verification mechanisms defined for each stage and milestone, the PM will propose the approval of the milestone by ECS.

During the implementation process of each project, PM will issue regular reports to ECS in a format and periodicity aligned with the implementation schedule and timeline.

PM will directly address with the EPC contractor and Beneficiary any issues and deviations which may arise from unforeseen circumstances on his own authority and criteria, with exception on those issues which may result in budget deviations [greater than [XX%]], which will have to be evaluated and approved by ECS in close consultation with PM.

During the testing and commissioning stages, PM will have to attend to the site, issuing, if appropriate, the approval and acceptance proposition report for ECS.

Under no circumstances the EPC contractor has any authority to decide on modifications or deviations from the approved design and installation plan, unless previously approved by the PM.

The PM is obliged to and shall ensure at all stages of project implementation compliance with Environmental, Social and Health & Safety Standards stipulated by donors to the Fund, as stipulated in Annex B.

In the performance of obligations under this Agreement, the PM shall comply strictly with all applicable laws and regulations.

During the performance of this Agreement, the PM shall inform the Parties immediately and on its own initiative of any problems occurring in connection with the performance of this Agreement and the implementation of projects.

The PM represents and warrants that it has not made or offered to make and will not make or offer to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business.

4. Completion.

Once the installed system has been commissioned and approved for operation, a period of 30 days operational integrity validation starts, where the installed system is expected to operate as intended without any issues from the system itself. This operational integrity is validated through the internal logs of the installed components.

In case of any defect is observed from the system and components during these 30 days, the PM will notify the EPC, the Beneficiary and the ECS, and a remedial intervention will be scheduled.

5. Staff requirements.

The PM will have at minimum, and during the whole duration of the implementation period for the projects, the below listed staff, which must have the formal Ukrainian professional licenses applicable on each area of specialization.

Minimum Staff.

- Project Management specialist.
- Procurement, Project and contracts administrator.
- Electrical engineer, licensed from Low Voltage to Medium Voltage.
- Civil engineer, licensed for structural works.
- Renewable energy professional with specialization in Solar generation and Battery Energy Storage.
- Ukrainian permitting professional, with experience in Behind the Meter Power Systems connected to the Distribution Networks.
- Reporting and Communications administrator.

Ukrainian formally licensed positions are understood to have active and current license.

ECS reserves the right to validate the proposed staff members.

PM may propose alternative staff members to replace or supplement any of the key staff members.

Various areas of specialization may be aggregated in one member of the staff, provided the required experience and eventual licensing are met.

6. Payment Terms.

Payment terms for the awarded Contract shall be based on the completion of the milestones of the respective RES Project as described below.

The key milestones are

- Project Design Approval by ECS, 10%
- Permitting Started, 20%
- Pre-Installation Permitting Complete, 20%
- Installation & Commissioning Complete, 30%
- Operation License from Utility, 20%

The PM payment will be released by ECS within the 15 working days after submission of evidence for completion of the milestone.

To cover the eventual costs associated with the initial site evaluation visits, the PM may propose a cost estimation by site to ECS based on the costs outlined in his Financial Proposal; once the cost proposal is approved by ECS, the PM will be reimbursed by ECS after validation of the costs with the supporting documents and invoices from third parties used by the PM, such as hotels, transportation and others.

The Payer on behalf of the Beneficiary under this Agreement is:

Energy Community Secretariat (the "Payer")

Am Hof 4, Level 5, 1010, Vienna, Austria

Account:

BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse Aktiengesellschaft, headquartered at Wiedner Gürtel 11, 1100 Vienna, Austria

IBAN AT81 1400 0009 1004 3200

BIC/SWIFT BAWAATWWXXX

The PM shall submit its invoices including all supporting documents via email to the Payer (ukrainesupportfund@energy-community.org), in accordance with the agreed payment schedule.

All payments under this Agreement shall be made in Euros to the following bank account of the PM:

[Bank details of PM]

To constitute a proper invoice, each invoice must include the following information:

- PM's name and address, detailed banking instructions for payment via wire transfer corresponding to the ones stipulated in this Agreement.
- Date and period covered by the invoice.
- Relevant payment milestone and amount, and,
- Where relevant, written documentation confirming completion of milestone.

7. Contingent to the validity of this agreement.

Before the formal enactment of this agreement, and to sustain his continued validity, the PM will submit to ECS the following documents,

- Ukrainian business license and certification of shareholders.
- Civil Responsibility Insurance valid for the period, with periodic renewals as necessary.
- Supporting documents for each key staff member, such as CV's and copy of official licenses will be submitted to ECS before the formal enactment of this agreement. Official Ukrainian professional licenses subject periodic renewals will be submitted as necessary.
- PM will prepare and submit to ECS for approval the standard format of EPC milestones, which will be used as reference for each project, this does not preclude the use of project-specific EPC milestones, which will also be submitted to ECS for approval.
- PM will prepare and submit to ECS for approval the reporting formats and schedules.

8. Non-Disclosure Agreement.

Parties undertake a complete Non-Disclosure Agreement over all information exchanged by the parties, which includes their staff and other stakeholders.

All documents not marked "Public" are included in this NDA.

Parties remain obliged to attend any legally enforced information sharing sentence from their governing jurisdictions, in which case the affected party will inform the other party of all the details of such forced disclosure at his earliest knowledge or understanding of such request being potentially issued.

9. Default, Remedial and Termination.

Parties will notify each other of their inadequate fulfillment of their duties within the first 30 days after such inadequate fulfillment has become apparent to the notifying party.

The notification should be substantiated with clear indication of the harm caused, the supporting documents or harm's notifications from third parties and proposed remedial actions.

Parties are considered in default when no remedial has been satisfactory implemented within 60 days, after formal notification of default from the other party.

As result of the termination by default, the parties will balance their financial obligations and liquidate the eventual differential amounts, as well as exchange any confidential information which remained under each party custody.

10. Duration.

This agreement is intended for a 2 year period, with option to renew upon agreement between the parties.

11. Liability.

The PM shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the PM and without its fault or negligence.

Beyond payment delays or default, the ECS does not bear any liability for the non-performance, or any loss or damage incurred by any party resulting from this Agreement.

The expiration of this Agreement does not release the parties from any liability for any violation committed during the period of validity of the Agreement.

Liability of a Party under this Agreement shall not include liability for any indirect and/or consequential damages, including, without limitation, loss of profit, goodwill, business opportunity or anticipated saving.

The Parties shall, at their own expense, protect and defend each other, their representatives, agents, staff members or other persons for which the Parties are responsible, from and against all actions and claims by third parties, arising from any act or omission by another Party, its representatives, agents, staff members or other persons for which the Party is responsible. The Parties deal with all such actions and claims in close consultation with each other.

For the avoidance of doubt, and subject to applicable law, each Party agrees that it has a duty to mitigate its damages and covenants that it will use commercially reasonable efforts to minimise any damages it may incur under or in connection with this Agreement.

12. Applicable Law

This Agreement is governed by and construed in accordance with the laws of [Ukraine].

13. Dispute Settlement

If any dispute or difference arises in connection with this Agreement, the Parties agree to negotiate amicably, promptly and in good faith to reach a resolution. In the event where the parties are unable to settle their dispute or differences amicably, all disputes arising out of or in connection with the present Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

14. Miscellaneous

This Agreement becomes effective upon signature by all Parties and shall remain in effect until the parties have fulfilled all their obligations, unless terminated in line with this Agreement.

Neither of the Parties shall, from the date of signing this Agreement until the expiry or termination of this Agreement and within one year following such expiry or termination, without the consent of the other Parties, divulge or allow or permit its representatives, agents, staff members or other persons for which they are responsible, to divulge, to any person or entity any of the contents of this Agreement or any information relating to the implementation of this Agreement

The Parties shall use all reasonable endeavors to procure that any necessary third party shall execute such documents and do such acts and things as either of the Parties may reasonably require for the purpose of giving to the Parties the full benefit of all the provisions of this Agreement.

A person who is not a Party to this Agreement has no right to enforce or enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

If either Party waives any breach of this Agreement, it will still be entitled to enforce that provision subsequently and that waiver shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

Any notice or other communication to be given by either Party to the other in relation to this Agreement must be in writing, and shall be deemed duly served if delivered by registered post or by email to the addressee at the following addresses or email addresses:

For the PM:

Address:

Email:

For the Beneficiary:

Address:

Email:

For the ECS:

Address: Energy Community Secretariat, Am Hof 4, A-1010 Vienna, Austria

Email: ukrainesupportfund@energy-community.org.

Any notice shall be deemed to have been received in the case of registered post, on the second day following the date of posting, and in the case of email, on delivery to the recipient's server and provided no error message is received by the sender. Any notice deemed to be received on a day that is not a working day, or after 17:00 hours local time at the recipient's location on a working day, shall be deemed to have been received at 09:00 hours local time at the recipient's location on the next following working day.

Where either Party grants another Party any indulgence, forbearance or extension of time or does not ascertain or exercise any of its rights or remedies, or delays in doing so, the rights and remedies of that Party in respect of this Agreement shall be in no way diminished, waived or extinguished. This Agreement is drawn up in three copies, one copy for each Party.

The Parties are not entitled to assign any claims arising from this Agreement to a third party without the prior written consent of the other Parties.

The present Agreement is signed in English and Ukrainian. In the event of any discrepancy between the two versions, the English text shall prevail.

If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason, this part shall be deemed omitted from this Agreement, the remainder of this Agreement shall be read accordingly and the validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

This Agreement contains the entire agreement between the Parties in relation to its subject matter. No general terms and conditions of either Party shall apply to this Agreement. This Agreement may not be amended other than in writing and duly signed by the Parties.

[DATE]

[SIGNATURES]

Attachment F. Environmental, Social and Health & Safety Compliance

The PM shall at all times carry out the environmental, social, health and safety aspects of its business and operations to the satisfaction of the funders and in compliance with all applicable national environmental, occupational and public health & safety and social laws and regulations of Ukraine.

The PM shall prepare, implement and operate the Project in compliance with the stricter of (i) national laws and regulations; (ii) applicable permits; (iii) all applicable WB ESS; (iv) the general WB Group EHS Guidelines; (v) relevant industry-specific WB Group EHS Guidelines; and (vi) the ILO Fundamental Instruments. Even if the ILO Fundamental Instruments have not been fully ratified or transposed into national law in Ukraine, the PM shall establish labor conditions that adhere to the applicable sections of the ILO Fundamental Instruments. The above requirements shall form the environmental and social requirements (“E&S Requirements”) of the Project.

Appendix 2 – Environmental and Social Commitment Plan (ESCP)

Environmental, Social, Health and Safety (ESHS) Definitions

E&S **Environmental and Social**

E&S Instruments means all environmental and social assessments, studies and plans that are required to assess and manage the impacts and risks of a project or program such as ESIA, Environmental and Social Audit, ESMP, SEP, etc.

E&S Requirements has the meaning given to that term in Clause 3 of this Fiduciary Agreement.

ESCP **Environmental and Social Commitment Plan** means the plan that sets out the measures and actions required for a Program or Project to comply with Clause 3 of this Fiduciary Agreement and the E&S Requirements stipulated therein over a specific timeframe. The ESCP is attached as Annex and forms an integral part of this Fiduciary Agreement.

ESHS **Environmental, Social, Health & Safety**

ESHS Performance means the level of a Program or Project’s compliance with the ESCP (if applicable), the E&S Instruments, and all E&S Requirements.

ESIA **Environmental and Social Impact Assessment** means an E&S Instrument used to assess the potential environmental and social impacts of a proposed project, evaluate alternatives, and design appropriate mitigation, management, and monitoring measures.

ESMP **Environmental and Social Management Plan** means an E&S Instrument that details (a) the measures to be taken during construction, implementation, and operation of a Program or Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures.

GBV/SEAH **Gender Based Violence/Sexual Exploitation, Abuse, and Harassment**

GBV is an umbrella term for violence and harassment directed at persons because of their sex or gender or affecting persons of a particular sex or gender disproportionately.

Sexual Exploitation means any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Sexual Harassment means any form of unwanted verbal, non-verbal or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment.

Grievance Mechanism means a formalized procedure or process for dealing with workers', clients' and communities' grievances and comments, which is accessible to the general public and in particular to individuals affected by a Program or Project, and to the workforce engaged in Program or Project implementation. The mechanism must be transparent and designed to respond to concerns and grievances and to take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances. Grievances shall be registered and logged regardless of whether they were received in writing or verbally. The complainant shall receive an acknowledgement of the receipt of the complaint within a prescribed and reasonable timeframe. Grievance Mechanisms shall be appropriate for the scope of the relevant Program or Project to allow an effective resolution of issues in a timely manner.

ILO means **International Labor Organization**, the tripartite United Nations agency which brings together governments, employers, and workers of its member states in common action to promote decent work throughout the world.

ILO Fundamental Instruments means the instruments of the ILO on child labor (conventions numbered C138 and C182), forced labor (convention numbered C029 and its 2014 Protocol numbered P029, and convention numbered C105), discrimination (conventions numbered C100 and C111) and freedom of association and collective bargaining (conventions numbered C087 and C098), occupational health and safety (C155 and C187), stemming from the ILO Declaration on Fundamental Principles and Rights at Work, adopted in 1998, as amended in 2022.

No-Objection means that The funders provides a written approval after the review of a respective E&S Instrument.

NTS Non-Technical Summary means a short, stand-alone document that presents the important results of an ESIA report or comparable assessments in an accessible and easy-to-read format, for public consultation.

PAP Project-affected People means individuals or groups, including local communities, who are affected or likely to be affected by a Program or Project due to of actual impacts or potential risks to their physical environment, health, security, cultural practices, well-being, or livelihoods. PAP are a type of Stakeholder.

SEP Stakeholder Engagement Plan, means an E&S Instrument that provides a working plan for public participation, identifies the Stakeholders of a Program or Project, the procedures relating to the participation process and a timetable, considering the requirements of national law and the applicable international standards.

Serious ESHS Incident means any serious incident (including accidents and complaints) with respect to the environmental, social (including labor and community), health or safety-related aspects of the Project that occurs in relation to either the Project-Executing Agency's Project -related activities or in connection with a project financed by the Loan/Grant. An incident will, for instance, be considered serious if it:

has, or is likely to have a material adverse effect on the affected persons or environment;

- i. has attracted or is likely to attract substantial adverse attention from third parties;
- ii. may lead to adverse media coverage;
- iii. gives, or has the potential to give rise to material legal or financial liabilities; or
- iv. would be regarded as a serious ESHS incident by international standards from the perspective of an objective third party.

Examples of such serious incidents include (but are not limited to):

- explosions, spills or workplace accidents, resulting in death, serious injuries or material environmental contamination;
- accidents involving members of the public/local communities, resulting in death or serious injuries;
- sexual harassment or sexual violence involving the project workforce
- severe threats to public health and safety;
- claims of inadequate resettlement compensation;
- disturbances of natural ecosystems;
- discriminatory practices in Stakeholder consultation and engagement (including the right of indigenous peoples to free, prior and informed consent); and
- any other allegations that require intervention by the police/other law enforcement authorities.

Stakeholder refers to PAP, as well as other individuals, groups, or organizations with an interest in a Program or Project, which may be due to the project location, its characteristics, its impacts, or matters related public interest (“other interested parties”). Such other interested parties may, for example, include regulators, government officials, the private sector, the scientific community, academics, unions, women’s organizations, other civil society organizations, and cultural groups.

WB ESS means the **World Bank’s Environmental and Social Standards 1–10**.

WB Group EHS Guidelines means the **World Bank Group Environmental, Health, and Safety Guidelines**. These are technical reference documents with general and industry-specific examples of Good International Industry Practice (GIIP) with respect to environmental, health and safety management during construction and operation of projects or Projects.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
MONITORING & REPORTING			
A	<p>REGULAR MONITORING AND REPORTING</p> <p>Continuously monitor and prepare and submit to The funders regular monitoring reports on the ESHS performance of the Project, , including but not limited to the implementation progress of the ESCP, status of preparation and implementation of E&S Instruments required under the ESCP, stakeholder engagement activities, functioning of the grievance mechanism(s) etc..</p>	Frequency is determined in the provisions of Article 2 of this Annex B	PM with support from procurement agent and external E&S consultant, if required
B	<p>INCIDENTS AND ACCIDENTS</p> <p>Promptly notify The funders of any Serious ESHS Incident related to the Project as per the provisions of the <i>Reporting and Information</i> (Article 2) requirements of this Annex B. Provide sufficient detail regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and supervising entity, as appropriate. Subsequently, prepare a report on the incident or accident and propose any measures to prevent its recurrence.</p>	As per the provisions of the Reporting Requirements of Article 2 of this Annex B: - Prompt notification of the occurrence of a Serious ESHS Incident.	PM with support from procurement agent, contractors, and external E&S consultant if required

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
		- An incident report shall be promptly provided to The funders, but in any case, within three (3) working days of the occurrence of a Serious ESHS Incident.	
C	<p>CONTRACTOR MONTHLY REPORTS</p> <p>Require contractors and supervising firms to provide monthly monitoring reports on ESHS Performance in accordance with the metrics specified in the respective bidding documents and contracts and make such reports available to The funders, if required and upon request.</p>	Submit the monthly reports to The funders upon request.	PM with support from procurement agent, contractors and external E&S consultant, if required
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			
1.1	<p>ORGANIZATIONAL STRUCTURE AND E&S RESOURCES</p> <p>Clearly define roles and responsibilities within the existing organizational structure, as well as additional capacities (potentially) required to support the development and implementation of the environmental and social (E&S) assessment and management measures, as well as the ESCP. This includes but is not limited to the procurement agent, external E&S consultant, contractors etc.. Ensure adequate and appropriate capacities (e.g. environmental and social, occupational health and safety, waste management experts etc.) within the procurement agent, the external E&S consultants' and contractors' organizational structures.</p>	Establish an organizational structure including all listed ESHS specialists and external consultants, within 60 days after Project effectiveness. Maintain the organizational structure, including the specialists, throughout Project implementation.	PM with support from procurement agent, contractors and external E&S consultant if required
	<p>The Fiduciary may contract external qualified E&S consultants to support the implementation and monitoring of the E&S requirements stipulated in the Annex B, Chapter 3 of the Supplemental Grant Agreement, as well as the ESCP at hand.</p> <p>The extent and scope of works for the external E&S consultant will be agreed upon with The funders. The funders will support the Fiduciary with the development of the terms of reference and the communication with the consultant and the procurement agent concerning E&S.</p> <p>A maximum budget for the E&S services will also be agreed upon. Costs associated with the procurement of services to external companies, as well as unforeseen ESHS risks and impacts during implementation will be covered by the Project funds.</p> <p>The procurement agent shall ensure that the responsibility and costs for the remedy of unforeseen ESHS risks and impacts lies with the contractors.</p>	Before commencement of activities on site and project management.	PM with support from procurement agent, contractors, and external E&S consultant if required

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBILITY
<p>All deliverables by the consultancy services shall be made available to The funders without delay and be included in the independent audit at the end of each financial year.</p>		
<p>1.2 ENVIRONMENTAL AND SOCIAL ASSESSMENT</p> <p>If required, conduct a site assessment to identify potential (E&S) risks and impacts that might result from the Project, as per the E&S requirements of the Project and the ESCP at hand. The assessment shall be proportionate to the Project’s potential risks and impacts. The assessment may involve one of the different methods as indicated in ESS1 Annex 1 para. 5 and should aim at closing potentially identified gaps or newly identified E&S risks. The assessment shall be carried out as early as possible and in any case prior to commencement of works.</p> <p>Ensure that the national EIA and permitting requirements are complied with. Should an EIA is required by national legislation, carry out an ESIA in accordance with international E&S requirements. The E&S assessment (regardless of its form and extent) shall be the basis for a site specific Environmental and Social management Plan (ESMP) or Environmental and Social Code of Practice (ESCAP) to be implemented by the Contractors.</p>	<p>Present the E&S assessment methodology, as well as a general ESMP to The funders and obtain The funders’s No-Objection prior to the start of any Project activity. Adopt the ESMPs and implement the measures and actions specified in the ESMPs throughout Project implementation.</p>	<p>PM with support from procurement agent, contractors, and external E&S consultant if required</p>
<p>1.3 MANAGEMENT TOOLS AND E&S INSTRUMENTS</p> <p>To the satisfaction of The funders and in accordance with WB ESS1, prepare a general Environmental and Social Management Plan (ESMP) and/or Environmental and Social Code of Practice (ESCAP) for the Project that sets out the measures and actions to be taken during implementation and operation of the Project to reduce, mitigate or offset adverse environmental and social impacts. Ensure that measures and actions specified in the ESMP are implemented diligently and completely.</p> <p>All the environmental, social and health and safety related processes developed for the Project should comply with the requirements named in the Fiduciary Agreement and the ESCP at hand. The ESMP shall take into consideration any preparatory works required for site clearance, demolition of existing structures, waste management, construction and occupational health and safety risks etc.</p> <p>In case the E&S assessment results to specific risks and impacts, the ESMP shall be complemented with specific plans and/or procedures (e.g. Community Health and Safety Management Plan, Waste Management Plan etc.).</p> <p>In case specific risks related to the presence of hazardous wastes or explosive ordnance (EO) / explosive remnants of war (ERW) are identified during the screening for the selected buildings, develop and implement an appropriate risk identification and mitigation approach as per the E&S requirements for the Project and the ESCP at hand. Notify The funders in case significant risks be identified.</p>	<p>Present the ESMP to The funders and obtain The funders’s No-Objection prior to the carrying out any Project activity that requires the adoption of such ESMP. Once approved, adopt and implement the respective ESMP throughout Project implementation.</p>	<p>PM with support from procurement agent, contractors, and external E&S consultant if required</p>
<p>1.4 MANAGEMENT OF CONTRACTORS</p>	<p>As part of the preparation of procurement documents and respective contracts.</p>	<p>PM</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
	Incorporate the relevant aspects of the ESCP, including the relevant E&S Instruments, the labor management procedures, and code of conduct, into the ESHS specifications of the procurement documents with contractors and supervising firms including works that are related to the management of hazardous construction waste and asbestos. Thereafter ensure that the contractors and supervising firms comply with the ESHS specifications of their respective contracts.	Supervise contractors throughout Project implementation.	with support from procurement agent, , and external E&S consultant, if required
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>Develop, adopt and implement labor management procedures as part of the ESMP to manage the Project's direct and contracted workers, including, inter alia:</p> <ul style="list-style-type: none"> - Provisions on working conditions - Provisions on management of workers relationships - Provisions on occupational health and safety (including personal protective equipment, and emergency preparedness and response) - Code of conduct (including relating to SEA and SH, forced and child labor) - Grievance arrangements for Project workers - Applicable requirements for contractors, subcontractors, and supervising firms 	Present labor management procedures to The funders as part of the general ESMP and obtain The funders' No-Objection prior to launching the bidding process for the Project. Once approved, adopt and implement the labor management procedures throughout Project implementation.	PM with support from procurement agent, contractors, and external E&S consultant if required
2.2	<p>GRIEVANCE MECHANISM FOR WORKERS</p> <p>As applicable, update or develop, maintain and operate a Grievance Mechanism for workers consistent with the requirements of ESS2, which is easily accessible to the direct and contracted workers engaged in Project implementation to raise workplace concerns. Such workers must be informed of the grievance mechanism at the time of recruitment. The grievance mechanism must be designed to address concerns promptly, using an understandable and transparent process, and to take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner satisfactory to The funders.</p>	Present the Grievance Mechanism for workers to The funders as part of the ESMP documentation and obtain The funders' No-Objection within three months of signing the Supplemental Grant Agreement but at the latest prior engaging Project workers. Subsequently, maintain and operate it throughout Project implementation.	PM with support from procurement agent, contractors and external E&S consultant, if required

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
2.3	<p>OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES</p> <p>Incorporate OHS measures in the ESMP to be prepared under action 1.2 above, commensurate to the OHS risks and hazards that may arise from the Project activities, consistent with WB ESS2, national requirements and international good practice standards, e.g., WB Group EHS Guidelines, as per the provisions of WB ESS2. Ensure that contractors, subcontractors and suppliers adhere to the same national and international standards.</p>	Adopt and implement OHS requirements throughout Project implementation.	PM with support from procurement agent, contractors and external E&S consultant, if required
2.4	<p>SUPPLY CHAIN RISKS</p> <p>Evaluate and assess the risks stemming from the supply chains of the solar PV modules including but not limited to human rights, forced labour etc.</p> <p>If needed, include requirements in the tender documentation relating among others to code of ethics and conduct of contractors and suppliers, certifications, warranties, declarations and commitments, cascading of requirements through the supply chain. As a minimum carry out a supplier mapping to better evaluate the risks of the selected module suppliers.</p>	Prior to tendering and/or after selection of contractor	PM with support from procurement agent, contractors and external E&S consultant, if required
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	<p>RESOURCE EFFICIENCY MEASURES</p> <p>Incorporate resource efficiency measures, consistent with ESS3 as well as international good practice standards, e.g., WB Group EHS Guidelines, in the ESMP to be prepared under action 1.2 above.</p>	ESMP in place prior to commencement of works.	PM with support from procurement agent, contractors and external E&S consultant, if required
3.2	<p>POLLUTION PREVENTION AND MANAGEMENT</p> <p>Incorporate measures to avoid, minimize and control pollution and relevant management and monitoring measures, consistent with WB ESS3 as well as international good practice standards, e.g., WB Group EHS Guidelines, in the ESMP to be prepared under action 1.2 above.</p>	ESMP in place prior to commencement of works.	PM with support from procurement agent, contractors and external E&S consultant, if required
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	<p>TRAFFIC AND ROAD SAFETY</p> <p>Incorporate measures to manage traffic and road safety risks, consistent with WB ESS4, in the ESMP to be prepared under action 1.2 above.</p>	Same timeframe than for the preparation and implementation of the ESMP.	PM with support from procurement agent, contractors and external E&S consultant, if required
4.2	<p>COMMUNITY HEALTH AND SAFETY</p> <p>Assess and manage specific risks and impacts to the community arising from Project activities and include mitigation measures in the ESMP in a manner satisfactory to The funders.</p>	During preparation of the ESMP. Throughout Project implementation.	PM with support from procurement agent, contractors and external E&S consultant, if required
4.3	<p>GENDER BASED VIOLENCE (GBV) AND SEXUAL EXPLOITATION AND ABUSE AND SEXUAL HARASSMENT (SEAH) RISKS</p>	During preparation of the ESMP.	PM

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBILITY
<p>If risks identified, develop, adopt, and implement specific measures on gender-based violence/ sexual exploitation and abuse/ sexual harassment as part of the ESMP, Stakeholder Engagement Plan and Code of Conduct.</p>	<p>Throughout Project implementation.</p>	<p>with support from procurement agent, contractors and external E&S consultant, if required</p>
<p>4.3 EXPLOSIVE ORDNANCE (EO); EXPLOSIVE REMNANTS OF WAR (ERW) AND DEMINING</p> <p>As part of the E&S assessment, the Fiduciary, with support from the procurement agent and contractors, will ensure potential unexploded ordnance (EO) or explosive remnants of war (ERW) risks are screened for all sites using an appropriate and consistent EO risk assessment process, as agreed with The funders and based on the The funders guidance on EO risk assessment and management and in accordance with international standards and good practice.</p> <p>The risk assessment shall be performed as early as possible, ideally during screening of subprojects, as part of the technical and/or environmental and social due diligence, to be submitted to The funders for its prior no-objection. The Fiduciary shall evaluate the risk continuously in case the baseline conditions have altered.</p> <p>If required, and in accordance with international standards, a Non-technical Survey (NTS) (i.e. informal interviews with the community) should be conducted in parallel. Refer to the Landlines, Explosive Remnants of War and IED Safety Handbook published by the United Nations Mine Action Service (UNMAS) for guidance, as well as the International Mine Action Standards (IMAS).</p> <p>For subprojects where EO/ERW risks have been identified, the Fiduciary, the Procurement Entity, the contractors or implementing partner(s) (where applicable) will obtain reliable proof of (EO) clearance (e.g. clearance certification or equivalent) from an accredited demining entity prior to commencement of any civil work activities. The Fiduciary will assess the validity of the information provided and cross-check with external experts, if necessary. Information on EO/ERW prevention and mitigation measures will be included in the site- or subproject specific ESMP and the regular reporting to The funders.</p> <p>As part of this assessment, consult national databases and engage with national state emergency services (SES).</p> <p>As a minimum requirement provide Mine Risk Education and Trainings to all relevant project personnel for subprojects where EO/ERW risks have been identified, also for cases where EO clearance certificates have been obtained. Trainings should be delivered by a qualified person or representative of a credible demining operator.</p>	<p>Filled-out E&S Screening Checklists and EO risk assessment prepared for respective subprojects prior to commencement of any activities</p> <p>Prior information and reporting to The funders in case high risks are identified.</p> <p>The funders' no-objection on the due diligence report.</p>	<p>PM with support from procurement agent, contractors and external E&S consultant, if required</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	<p>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</p> <p>Develop, adopt and implement a Stakeholder Engagement Plan (SEP) for the Project, as part of the ESMP documentation, consistent with ESS10 which shall include measures to, inter alia, provide stakeholders with timely, relevant, understandable and accessible information, and consult with them in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination and intimidation.</p>	<p>Present the SEP to The funders and obtain The funders' No-Objection prior to the start of any Project activity. Once approved, ensure that the SEP is implemented throughout Project implementation.</p>	<p>PM with support from procurement agent, contractors and external E&S consultant, if required</p>
10.2	<p>PROJECT GRIEVANCE MECHANISM</p> <p>Establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances in relation to the Project, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Project-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10.</p>	<p>Present the Project Grievance Mechanism to The funders and obtain The funders' No-Objection prior to the start of any Project activity. Ensure that the Grievance Mechanism is operational prior to the start of any Project activity and implemented and maintained throughout Project implementation.</p>	<p>PM with support from procurement agent, contractors and external E&S consultant, if required</p>
10.3	<p>INFORMATION DISCLOSURE</p> <p>As detailed in paragraphs 19 and 20 of WB ESS 10, disclose a Project information summary on environmental and social risks and impacts and proposed mitigation measures to allow stakeholders to understand the risks and impacts of the Project, and potential opportunities. At a minimum, disclose the following:</p> <ul style="list-style-type: none"> - An easy-to-understand NTS, summarizing the purpose, nature, and scale of the Project, the duration of the proposed Project activities, and potential risks and impacts of the Project activities on local communities, and the proposals for mitigating these - The proposed stakeholder engagement process - The process and means by which grievances can be raised and will be addressed <p>Disclose information in relevant local languages and in manner that is accessible and culturally appropriate, taking into account any specific needs of groups that may be differentially or disproportionately affected by the Project or groups of the population</p>	<p>Obtain The funders' No-Objection prior to information disclosure and ensure that the relevant Project information is disclosed prior to the start of any Project activity.</p>	<p>PM with support from procurement agent, contractors and external E&S consultant, if required</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
	with specific needs (such as, disability, literacy, gender, mobility, differences in language and accessibility). Due to personal data protection, all personal information of individuals (such as name, address, telephone numbers, etc.) have to be removed or blackened in the disclosed information, unless their disclosure is required under national regulation.		
CAPACITY SUPPORT (TRAINING)			
CS1	If necessary, provide trainings to staff, contractors, workers, works supervisors, and relevant government officials with regard to: <ul style="list-style-type: none"> Stakeholder engagement and grievance procedure; Mitigation measures included in the ESMP and how it will be implemented The roles and responsibilities within the Fiduciary, the Suppliers of Necessary Supports, sub-contractors and workers with respect to environmental and social issues Occupational health and safety including on emergency prevention and preparedness and response arrangements to emergency situations, community health and safety etc.; Include training requirements in the Project's ESMPs.	Identification of training needs prior to commencement of works. Throughout Project implementation.	PM with support from procurement agent, contractors and external E&S consultant, if required

Environmental and social risk analysis and safeguards measures

The goals of this review are to (a) analyse the environmental and social risks which may be connected to the proposed project activities, (b) specify the risk category of the activities, (c) identify safeguards measures in order to prevent, minimise, mitigate or remedy potential adverse impacts of the activities and – if not already addressed during the outline phase – (d) where necessary determine the type and scope of further risk analyses and management plans to be drawn up, disclosed and submitted. Please note all negative impacts that project activities might cause, contribute or be directly linked to.

The implementing organisation is responsible for providing the responsible ministries and ZUG with adequate information to allow a review of compliance with the safeguards standards (Safeguards Policy, chapter 6.2.1). This means that information on potential negative impacts needs to be as specific as possible (e.g. # people affected, # hectares, degree of vulnerability, etc...). Please read Chapter 4 and 8 of IKI Guidelines on Project Management and Monitoring and IFC Performance Standards carefully before filling out this Performance Standard.

Performance Standard	Summary of risk <i>Description of risks analysed based on IFC Performance Standards.</i>	Risk (A-C)	Planned safeguards measures, responsible party and schedule <i>Measures planned to avoid, minimise, mitigate risks and impacts. This may also include additional due diligence and specific management plans. Note measures for each identified risk.</i>	Expected results of mitigation <i>Note results in a measurable way. Bullet points suffice.</i>
PS 2 Labour & Working Conditions	Risk of inadequate worker conditions, lack of necessary protections in labour agreements for	B	Measures: Engineering-Procurement-Construction (EPC) Contractor will review contracts with workers and other staff to be in line with	Enhanced Worker Safety and Compliance: By reviewing and aligning contracts with Labour Law and ILO Conventions, the

	<p>construction and maintenance workers.</p> <p>Inadequate protection measures for workers during air raids and /or other wartime danger factors.</p> <p>Inadequate operational health and safety (OHS) management during construction and operation phases of the projects.</p> <p>Inadequate grievance procedures.</p> <p>Inadequate COVID-19 safety measures.</p> <p>Inadequate measures to address possible instances of gender-based violence (GBV) and sexual exploitation and abuse/sexual harassment (SEAH).</p> <p>Risk of suppliers, secondary contractors not following ESS requirements.</p>	<p>Labour Law and International Labour Organisation (ILO) Conventions. EPC Contractor will be responsible for recruitment of its staff, ensuring that requirements on qualifications, training and testing of knowledge on labour safety, medical examination of staff are followed.</p> <p>EPC Contractor will be responsible to design safety measures addressing wartime risks in full compliance with requirements and recommendations of relevant authorities, inform and train staff, document these trainings and implement measures on sites.</p> <p>EPC Contractor will prepare and implement grievance mechanism for the construction phase of the project. Operational phase of the project will be covered by the grievance mechanism of EnCS and IKI.</p> <p>EPC Contractor will follow national procedures and recommendations of public health authorities on preventing and dealing with COVID-19.</p> <p>EPC Contractor will deliver trainings to its staff on prevention and dealing with cases of GBV and SEAH. Grievance mechanism will be designed in a way that allows addressing GBV and SEAH cases.</p> <p>EPC Contractor will ensure that suppliers and secondary contractors will meet Environmental and Social Safeguards (ESS) requirements, regarding risks relating to child labour, forced</p>	<p>EPC contractor ensures enhanced worker safety and compliance with international labor standards.</p> <p>Improved Wartime Safety Protocols: Designing and implementing safety measures to address wartime risks and training staff accordingly increases the preparedness and safety of workers during high-risk situations.</p> <p>Robust Operational Health and Safety Management: Implementing an adequate operational health and safety (OHS) management system during construction and operation phases significantly reduces the risk of accidents and injuries, promoting a safer work environment.</p> <p>Effective Grievance Mechanisms: The establishment of proper grievance mechanisms during both construction and operational phases ensures that worker complaints and concerns are addressed promptly and effectively, leading to higher worker satisfaction and morale.</p> <p>Proactive COVID-19 Measures: Following national procedures and public health recommendations to prevent and handle COVID-19 helps in maintaining a healthy workforce and minimizing disruptions due to pandemic-related issues.</p> <p>Prevention and Management of GBV and SEAH: Delivering training on GBV and SEAH</p>
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			<p>labour and serious safety issues.</p> <p>Responsible: EPC Contractor, EnCS</p> <p>Schedule: During construction and operational phase of the project.</p>	<p>prevention and designing grievance mechanisms to address such issues fosters a respectful and safe work environment, free from harassment and abuse.</p> <p>Supplier and Contractor Compliance with ESS: Ensuring that suppliers and secondary contractors meet Environmental and Social Standards (ESS) requirements, especially regarding child labor, forced labor, and safety issues, promotes ethical and safe practices throughout the supply chain.</p>
<p>PS 3 Resource Efficiency & Pollution Prevention</p>	<p>Soil contamination during construction from spills (oil, paint etc.).</p> <p>Air pollution during construction from dust and engine emissions.</p> <p>Improper management and disposal of waste materials during construction and maintenance (incl.e.g. PV panels).</p> <p>Improper removal of hazardous waste during decommissioning.</p> <p>Improper handling of hazardous materials during construction and operation.</p>	<p>B</p>	<p>Measures: EPC Contractor will limit oil use in construction areas, securely store hazardous liquids, properly dispose of contaminated soils, and provide specialized training to its staff.</p> <p>EPC Contractor will implement measures including strategic placement of emission sources, regular maintenance of equipment, prohibition of waste burning, extensive dust control, specific vehicle operation protocols, and suspension of works in high-wind conditions.</p> <p>EPC Contractor will be responsible for waste management strategy that will involve reusing and recycling construction waste where possible, responsible disposal of remaining waste materials, careful handling and storage of hazardous waste, appropriate storage of hazardous liquids away from water sources, returning non-functional equipment to suppliers, and providing portable toilets at work sites if necessary.</p>	<p>Enhanced Environmental Safety: By limiting oil use and ensuring secure storage and disposal of hazardous materials, the risk of soil contamination will be significantly reduced, protecting the surrounding environment.</p> <p>Improved Air Quality: Strategic placement of emission sources and robust dust control measures will lead to a notable decrease in air pollution during the construction phase, benefiting local air quality.</p> <p>Sustainable Waste Management: The emphasis on recycling and responsible disposal strategies will result in a lower environmental footprint of the project, with reduced waste generation and better handling of non-recyclable materials.</p> <p>Safe Decommissioning: The implementation of a decommissioning plan, particularly for hazardous</p>

		<p>EPC Contractor will be responsible for waste management plan that includes storing damaged equipment (e.g. solar panels) in a designated area, disposing of waste materials in compliance with national regulations, and arranging for the collection of exhausted battery modules by the manufacturer as per operational maintenance contracts.</p> <p>Social infrastructure facilities (SIF) will be responsible for a decommissioning plan for the safe management and disposal of hazardous waste.</p> <p>EPC Contractor will ensure that the storage of hazardous materials will adhere to Material Safety Data Sheets (MSDS) guidelines, including using certified containers stored in secure bunded areas, avoiding storage near water courses, and conducting regular inspections of the storage area.</p> <p>Responsible: EPC Contractor, SIFs</p> <p>Schedule: During construction and operational phase of the project.</p>	<p>waste, will ensure environmentally safe and compliant dismantling processes, reducing potential long-term environmental impacts.</p> <p>Strict Compliance with Safety Standards: Adhering to Material Safety Data Sheets (MSDS) guidelines for hazardous material storage will enhance safety standards, minimizing risks of accidents and environmental harm.</p>
<p>PS 4 Community Health, Safety, and Security</p>	<p>Safety risks to the community are not considered properly and embedded in design for both construction and operation phase of the solar solutions deployment.</p> <p>Risk of short-term construction noise at the sites. Risk of operational noise from inverters and transformers.</p> <p>Risk of emergency events not considered for both</p>	<p>C</p> <p>Measures: EPC Contractor will make sure that the project's design, construction, and operation will adhere to national laws and global industry standards, focusing on safety for nearby communities and third parties. Special measures (e.g. locks, alarms) will be considered to prevent unauthorized access to sites, and all structural elements will be professionally designed, taking climate change and other risks into account, site access will be</p>	<p>Enhanced Community Safety: The project's adherence to national laws and global standards will significantly reduce safety risks to the community during both construction and operation phases.</p> <p>Noise Impact Mitigation: Regular equipment maintenance, daytime-only construction, and focused training will greatly minimize noise disturbances, enhancing local resident comfort.</p>

	construction and operational phases.		<p>strictly regulated to authorized personnel only.</p> <p>EPC Contractor will minimize noise emissions, the project will ensure regular maintenance of equipment and vehicles, restrict construction work to daytime hours, provide training on noise disturbance minimization, inform local residents about planned noisy activities, and site all inverters and transformers in separate locations (rooms, cabinets) without permanent presence of people.</p> <p>EPC Contractor will be responsible for preparing emergency response plan (ERP) for the construction phase of the project and advising SIFs on operational aspects to be included into standard operations ERP.</p> <p>SIFs will be responsible for updating their ERPs to include the project.</p> <p>Responsible: EPC Contractor, SIFs</p> <p>Schedule: During construction and operational phase of the project.</p>	<p>Effective Emergency Preparedness: Development and implementation of comprehensive emergency response plans (ERPs) for both construction and operational phases will ensure swift and efficient handling of any unforeseen events.</p> <p>Secured Site Access: Strictly regulating site access to authorized personnel and implementing security measures like locks and alarms will prevent unauthorized entry, enhancing overall safety.</p> <p>Thoughtful Siting of Equipment: Placing inverters and transformers away from residential areas and in noise-reducing enclosures will further reduce operational noise impacts.</p> <p>Continuous Collaboration with SIFs: The EPC Contractor's ongoing advice and collaboration with facilities in updating their ERPs will ensure that the project's safety and emergency measures are integrated into existing healthcare frameworks.</p>
PS 5 Land Acquisition and Involuntary Resettlement	Projects will be implemented within existing buildings and facilities. Storage of construction materials and equipment will take place at existing facilities premises. No impact identified at either construction or operation phase of the project.	N/A	<p>Measures: Not applicable.</p> <p>Responsible: Not applicable.</p> <p>Schedule: Not applicable.</p>	Not expected.
PS 6	Impact within existing facility sites: temporary land clearing for storage	C	<p>Measures: EPC Contractor will ensure that all sites cleared for temporary storage and</p>	<p>Successful Site Restoration: Post-construction, the original</p>

Biodiversity Conservation & Sustainable Management of Living Natural Resources	<p>and general construction works.</p> <p>Impact on vegetation – tree cutting within existing facility site if necessary.</p>		<p>construction works will be reverted to their original state including grass planting if necessary. Tree management will involve replacing each tree with a diameter over 10cm at a 1:3 ratio, planting new trees within a month of removal, avoiding cutting during nesting periods.</p> <p>Responsible: EPC Contractor</p> <p>Schedule: During construction phase of the project.</p>	<p>condition of the land will be restored, ensuring minimal long-term environmental impact.</p> <p>Enhanced Tree Population: Implementing a 1:3 tree replacement ratio will result in a net increase in tree population, contributing to local biodiversity and ecosystem health.</p> <p>Preservation of Wildlife Habitats: Avoiding tree cutting during nesting periods will protect bird populations and maintain the ecological balance.</p> <p>Timely Ecological Recovery: Planting new trees within a month of removal ensures rapid reforestation and minimizes the duration of environmental disturbance.</p>
PS 7 Indigenous Peoples and Marginalised Groups	<p>No impact identified at either construction or operation phase of the project.</p>	<p>N/A</p>	<p>Measures: Not applicable.</p> <p>Responsible: Not applicable.</p> <p>Schedule: Not applicable.</p>	<p>Not expected.</p>
PS 8 Cultural Heritage	<p>Impact from construction works are possible on and at the buildings designated as historical and/or architecturally significant buildings.</p> <p>Impact on local community aesthetics is possible at the operational phase.</p>	<p>B</p>	<p>Measures: Buildings that do not fall under any protection criteria will be prioritized for implementation under the project.</p> <p>EPC contracts will contain provisions on following local laws and regulations on protection of cultural heritage.</p> <p>EPC Contractor will be obliged to obtain all necessary permits and licenses for construction works at the culturally, historically, and architecturally significant sites.</p> <p>EPC Contractor will consult representatives of the local community on final design of</p>	<p>Preservation of Cultural Heritage: Ensures historical and architectural integrity of significant sites by adhering to local laws and obtaining necessary permits, thereby maintaining cultural heritage.</p> <p>Legal Compliance and Community Engagement: Promotes compliance with legal standards and fosters community satisfaction by involving local representatives in the design process, ensuring a project that is both legally sound and community-approved.</p>

		<p>the solar array placements or other project design choices.</p> <p>Responsible: EPC Contractor</p> <p>Schedule: To be implemented at design stage and prior to construction start.</p>	<p>Protection and Aesthetic Integration: Minimizes risk of structural damage to historical buildings and ensures that the project aesthetically integrates with the local environment, enhancing rather than detracting from the community's landscape.</p>
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A Serious Incident Report on safeguards violations must be submitted to IKI within 72 hours after an incident has become known.

3.9 Independent Complaint Mechanism

The implementing organisation ensures that people affected by the activities of the trust fund have access to its complaint mechanism, as well as to the IKI Independent Complaint Mechanism (IKI ICM) as well as the complaint mechanism of the Ukraine Energy Security Project, implemented by Tetra Tech, and the Ministry of Energy of Ukraine. The implementing organisation informs all stakeholders about all mechanisms, provides access to all mechanisms and fully implements remedial action in response to complaints received. The implementing organisation informs the IKI ICM within 72h of complaints received. The implementing organisation cooperates with the IKI ICM in case of complaints received by the latter and agrees to publication of reports. Upon demand, IKI can request information about the activities related to awareness-raising about the mechanism and other related issues.