



## **TENDER INVITATION**

*Expert assignment to support resource mobilization for the SDG 6.5.1  
matchmaking initiative*

**GLOBAL WATER PARTNERSHIP ORGANISATION**

[www.gwp.org](http://www.gwp.org)

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## 1. Objective

The objective of this consultancy is to support the piloting of the SDG 6 IWRM Support Programme's Matchmaking Initiative<sup>1</sup> and specifically to support the GWP country teams in the pilot countries (Kenya and Guatemala) in matching IWRM Actions with funding opportunities.

### 1.1 About the Global Water Partnership

The Global Water Partnership (GWP) is an international action network created in 1996 to foster the implementation of [integrated water resources management](#). The GWP Network includes government institutions, non-governmental organisations, academic and research institutions, private companies, and public sector service providers.

#### Our Vision

A water secure world.

#### Our Mission

To advance governance and management of water resources for sustainable and equitable development.

#### Our Work

We prioritise opportunities with key global or regional policy frameworks such as:

- Water solutions for the Sustainable Development Goals
- Climate resilience through water
- Transboundary water cooperation

#### Our Values

Inclusiveness | Openness | Transparency | Accountability | Respect | Gender sensitivity | Solidarity

**The GWP Organisation (GWPO)** was established as an intergovernmental organisation in Sweden. It is managed by the Executive Secretary who is accountable to the Steering Committee (SC). The SC oversees policy and approves the work programme and budget. The SC and its Chair are appointed by the Sponsoring Partners, comprising the ten founding members of GWPO.

**The GWPO Secretariat** manages GWP's finances and reports on funding received at the global level. It also helps with the exchange of knowledge and resources and ensures communication and coherence across the Network. The GWPO Secretariat is in Stockholm, Sweden. The Secretariat staff is currently 40 members recruited from all parts of the world. The staff is composed of administrative, operational, scientific, and technical positions.

More information can be found at [www.gwp.org](http://www.gwp.org).

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<sup>1</sup> The Matchmaking Initiative aims to match country-defined priorities for water management improvements which are lacking financing or only have partial funding, with local funding sources, donors and other funding agencies that have available financing, but which are not currently investing in water management at the scale required or in the most coordinated manner.

## 2. Instructions to Tenders

### 2.1 Procurement Procedure

This is an open competitive procurement procedure. Interested bidders will submit a written tender offer and GWPO will subsequently enter detailed discussions with one or more of the bidders. One supplier only may be awarded the assignment. It is important that all terms and conditions contained in the tender invitation are fully followed.

NOTE: GWPO as an inter-governmental organisation is not bound by the Swedish procurement act. This tender invitation does not obligate GWP to contract for the supply of any products or services.

### 2.2 Content of Tender Offers

Bidders should offer services for the complete assignment as defined in the Specification of Requirements. Please note that each requirement in the specification is to be addressed separately, with clear reference to the requirements. For evaluation purposes, the tender offer should follow the same disposition as the Specification of Requirements. The offer will include:

- CV(s) of consultant(s) for the assignment
- An outline of the proposed approach and methodology to deliver on the assignment
- A budget including the amount to be charged for the assignment in Euros, based on a daily fee (incl. VAT)

**All costs** must be included in the tender offer. The costs are to be specified in Euro including specified VAT, in the manner set out in the specification. The GWPO indicative budget ceiling is 25,000 Euros, including VAT.

The bidder is welcome to enclose brochures and other printed information, although the comments in the offer to the tender requirements should be listed as specified without relying on information in enclosures or elsewhere.

Please also take note of the evaluation criteria described below.

### 2.3 Submission of Tender offers

The tender offer shall be

- ⇒ submitted in English to [procurement@gwp.org](mailto:procurement@gwp.org).
- ⇒ Complete with all relevant company names, address, contact persons and e-mail address, VAT-number (or other relevant tax registration number)
- ⇒ signed by authorised representative of the bidder
- ⇒ considered as confidential.
- ⇒ specifying an e-mail address of the supplier to which potential clarifications may be sent

By submitting a tender, the bidder confirms that the bidder:

- is registered in the professional and trade registers in the country where the supplier is based (certificate may be requested by GWPO).

- has not been convicted of any criminal offence and is, if requested, able to produce an extract from a legal register, or in the absence of such a register, a certificate issued by an authorized legal or administrative authority in the country of origin or in the country where the supplier is based, as means of proof.
- is not in debt with either the tax authority or the enforcement service regarding the payment of any required taxes and/or social security contributions (certificate(s) may be requested by the GWPO where appropriate). VAT-number, if any, should be stated.
- is, if requested, able to present adequate papers proving that they have not been convicted of any crime concerning the exercising of a profession, been the subject of a legal verdict or been found guilty of gross misconduct whilst providing a professional service.
- is not bankrupt or currently the subject of bankruptcy proceeding, compulsory liquidation, compulsory management arrangement or accord. The bidder also confirms that they have not cancelled payments or been made the subject of a trading ban or any other similar arrangement
- does not feature on the list of EU restrictive measures, which is published on the following website: [www.sanctionsmap.eu](http://www.sanctionsmap.eu).
- has not been engaged in wrongful conduct such as fraud, corruption, money laundering, child labour, trafficking, etc.

The bidder also confirms that the company has the financial capacity, as well as the technical, quality assurance, research and development capacities and abilities for the assignment/fulfilment of the bidder's contractual obligations

Certificates and other proof as stated above may be requested by the GWPO where appropriate. Note that certificates should only be supplied upon separate request from GWPO. Bidders failing to produce proof if requested by GWPO will be disqualified.

To verify that the exclusion and qualification criteria are fulfilled, GWPO may acquire information from a credit-reporting bureau.

### **2.3.1 Closing Date for Submission of Tender**

Final date for receipt of tenders is **Sunday, September 5<sup>th</sup>, 23:59h (CEST)**. GWPO may extend the final date for submission of tenders for any reason including requests from invited bidders to do so.

Tender received after the final date of receipt of tenders will be disregarded.

### **2.3.2 Cost of Tender**

Costs for the preparation of tenders will not be reimbursed.

### **2.3.3 Period of Validity of Tender**

The offer outlined in the tender is to be valid for a minimum period of 90 calendar days after the closing date. If necessary, GWPO may ask for the bidder's agreement to an extension of the period of validity (preferably in writing).

#### 2.3.4 Withdrawal of Tender

A bidder may withdraw its tender at any time prior to the closing date, if notice of the withdrawal is received by GWPO prior to the closing date. Notice of withdrawal is to be signed by an authorized representative and sent to [procurement@gwp.org](mailto:procurement@gwp.org)

#### 2.3.5 Opening of Tenders

GWPO will open the tenders at its office on the day following the closing date. Bidders will not be allowed to participate in the opening of the tenders. The names of the tenders will be kept confidential until the contract with the successful bidder has been signed.

#### 2.3.6 Communications during the procurement procedure

If the bidder has any questions regarding the invitation to tender, please contact GWPO via email [procurement@gwp.org](mailto:procurement@gwp.org). GWPO will respond via email to any request for clarification of the tender invitation that it receives prior to the closing date of the tender.

GWPO's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be published on the GWP website.

### 2.4 Tender Evaluation

The evaluation of tenders will be carried out in two steps.

#### 2.4.1 Exclusion and Qualification Criteria

GWPO will examine the tenders to determine whether they are complete, the documents have been properly signed, and the requirements have been addressed. A tender may be rejected if the tender is incomplete, not signed or fails to address the requirements *or if the tender price exceeds the indicative budget ceiling*.

#### 2.4.2 Evaluation Criteria

The second stage consists of an evaluation of the tenders according to the evaluation criteria listed below.

Evaluation Criteria	Relative Importance
Quality of the proposal	45%
Relevant qualifications and experience of the bidder	40%
Cost	15%

GWPO may in writing ask any bidder for clarification of any part of its proposal to assist in the examination and evaluation. GWPO may also invite any number of bidders to present or otherwise confirm the services, or parts thereof, followed by a question-and-answer session. The presentation will be held in Stockholm, Sweden or by videoconference/internet.

**2.4.3 Award of assignment**

GWPO will enter detailed discussions with the bidder rated as having submitted the most advantageous bidder to arrive at a contract for the assignment. The draft contract including commercial conditions for the services is attached. If such discussions are unsuccessful, GWPO may invite the second rated bidder for discussions.

Please note that GWPO is not bound to select any of the tender offers submitted.

## Specification of Requirements

### 1. Introduction

Human pressures on water resources are increasing unsustainably at the same time as climate change is making the availability of water resources increasingly variable. Improvements in the way we use and manage our water are urgently needed to sustain our development. Integrated water resources management (IWRM) is the recognised approach to advance water security by helping balance demands between the users and the uses of freshwater, without compromising the sustainability of vital ecosystems. This is achieved by simultaneously addressing social, economic and environmental needs, through coordinated policy and regulatory frameworks, management arrangements and financing. The degree of implementation of IWRM is Sustainable Development Goal target 6.5.

**Sustainable Development Goal 6: Ensure availability and sustainable management of water and sanitation for all.**

- **SDG target 6.5:** By 2030, implement integrated water resources management at all levels, including through transboundary cooperation as appropriate.
- **SDG indicator 6.5.1:** Degree of implementation of integrated water resources management (0-100).

Globally, the implementation rate of IWRM needs to urgently double to reach the 2030 targets, with some countries needing to far more than double their current rate of progress (figure 1).

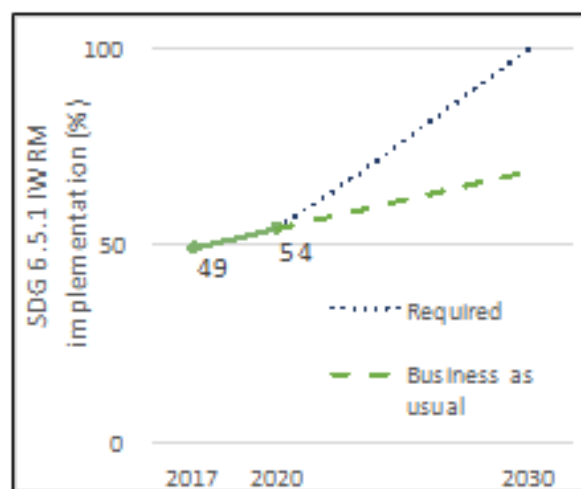


Figure 1 Current and required global rate of implementation of IWRM to reach the 2030 target.

Some countries have demonstrated that real and rapid progress is possible, but that a business-as-usual approach will not lead us to the desired goals. Many countries know what needs to be done but lack the financial resources to implement and sustain required actions (figure 2).

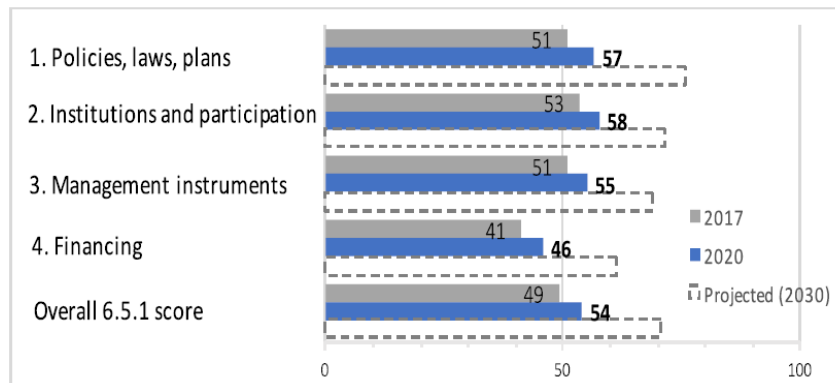


Figure 2 Global status of IWRM implementation (0-100).

Given the interlinkages between water resources and many other aspects of human existence, not achieving this target would seriously jeopardise countries' ability to reach their other environmental, economic, and societal goals as encapsulated in the SDGs. Furthermore, given the fact that water is the main medium through which climate changes impacts upon human society, not fully implementing IWRM would increase our vulnerability and reduce our resilience to the changing climate, negatively affecting our ability to reach the goals of the Paris Agreement.

### The SDG 6 IWRM Support Programme

The SDG 6 IWRM Support Programme assists governments in designing and implementing country-led responses to advance IWRM. The Support Programme builds directly upon monitoring and reporting work related to SDG indicator 6.5.1, to help accelerate progress towards water-related SDGs and other development goals by supporting the development and implementation of national IWRM Action Plans (figure 3). The Support Programme operates under the guidance of the UN Environment Programme (UNEP), the Custodian Agency for indicator SDG 6.5.1, and is coordinated by the Global Water Partnership (GWP) in collaboration with UNEP-DHI Centre and Cap-Net.

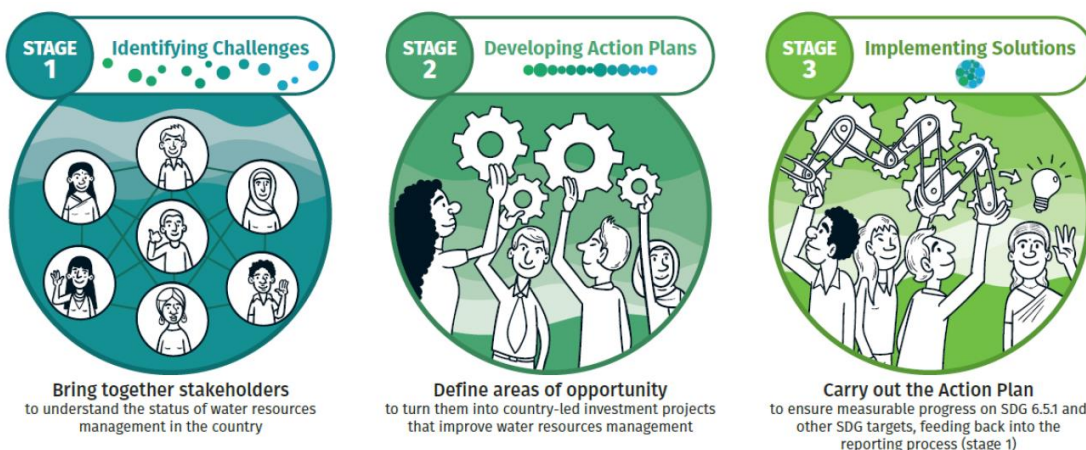


Figure 3 SDG 6 IWRM Support Programme.

The Support Programme is structured according to the following three stages:

- **Stage 1 – Identifying challenges:** Employ SDG 6.5 national monitoring and reporting frameworks to identify, through multi-stakeholder consultations, critical areas for

attention that hinder progress on IWRM. This stage is completed through the completion by national governments every three years of a survey on SDG indicator 6.5.1, designed to allow countries to evaluate their degree of implementation of IWRM.

- **Stage 2 – Developing Action Plans:** Using the key challenges to IWRM implementation identified in Stage 1, Stage 2 aims to facilitate a government-led multi-stakeholder process to formulate and prioritise appropriate responses to those challenges. The result of Stage 2 is typically an IWRM Action Plan (the name might be adapted for each country), which constitutes a series of attractive investment opportunities to systematically guide the implementation of solutions to IWRM challenges; and
- **Stage 3 – Implementing solutions:** Support countries in implementing the designed IWRM solutions aimed at achieving SDG 6 and other water-related goals as a measurable contribution to countries' progress towards their water-related SDG targets.

### The Matchmaking Initiative

Recognising that financing is the dimension of IWRM which is lagging furthest behind, constituting a major barrier to progress in implementing IWRM, the SDG 6 IWRM Support Programme aims to set up a new initiative which will focus on bringing together the supply and demand for financing for improved water security. The Matchmaking Initiative aims to match country-defined priorities for water management improvements which are lacking financing or only have partial funding, with local funding sources, donors<sup>2</sup> and other funding agencies<sup>3</sup> that have available financing, but which are not currently investing in water management at the scale required or in the most coordinated manner. To do so, it will aim to leverage political and financial in-country support for the implementation of the actions in the coming years, to accelerate progress on the water-related SDGs, in line with the SDG 6 Global Acceleration Framework<sup>4</sup>.

**Pilot phase:** The initiative will be piloted between July 2021 and March 2022, supported by an external consultancy (subject of this tender process) with a view to building recommendations for the mid-term scaling of the initiative, aiming to help countries better articulate their water-related financing needs, while also increasing investments from different sources, often in a complementary manner. The scope of the pilot phase of the Matchmaking Initiative is to help two selected countries (**Kenya** and **Guatemala**) to shape funding proposals to match their needs with the requirements of the donors and funding agencies, for one initial action per country. A natural starting point for identifying country needs are the existing national IWRM Action Plans (output of Stage 2 of the Support Programme). The Actions will be selected by the countries in close collaboration with the respective Regional and Country Water Partnerships.

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<sup>2</sup> e.g. Governments, the private sector, foundations, investment funds and development banks, which may be either national, regional or international in nature

<sup>3</sup> e.g. Green Climate Fund, Adaptation Fund, Global Environment Facility, which are mainly international

<sup>4</sup> See <https://www.unwater.org/publications/the-sdg-6-global-acceleration-framework/>

During the pilot phase, two different funding streams (donors and funding agencies) for each Action in both countries should be explored, noting that the two may potentially be combined in such a way that reduces dependency on a single funding source.

The experiences and lessons learnt during the pilot phase will be used to help guide the next steps of the Matchmaking Initiative post-2021.

## 2. Purpose

The objective of this consultancy is to support the piloting of the SDG 6 IWRM Support Programme's Matchmaking Initiative, and specifically to support two GWP country teams in Kenya and Guatemala in matching IWRM Actions with funding opportunities. This will be achieved by:

- identifying potential donors and funding agencies for a pre-defined water-related action (one per country);
- supporting and accompanying the country teams to pitch the two actions to the selected donors and funding agencies, and hold feedback sessions in focus groups with the potential donors and funding agencies to gather their reactions on the possibilities of funding the actions, as input for a go/no-go decision on the continuation of the matchmaking initiative in the coming years and for one public event on fundraising for water-related actions;
- providing a report including the findings from the country support and containing clear and actionable recommendations on the scalability of the initiative.

## 3. Deliverables and indicative detailed tasks and timeline

The following are the specific **tasks and deliverables** of the consultancy:

### **Deliverables Area 1: Inception report (20% of the total amount, 2 weeks after the start of the contract)**

- Based on initial meetings with country teams and GWPO/UNEP/UNEP-DHI, develop an **inception report** including proposed methodological approach, timeline of meetings and deliverables, as well as a draft outline of the donor pitches and the final report.

### **Deliverables Area 2: Development of 1 donor-friendly pitch per pilot country and provision of coaching to deliver pitches (50% of the total amount, 8 weeks after the start of the contract)**

- In collaboration with country teams and GWPO/UNEP/UNEP-DHI, provide an initial **analysis of the potential funding landscape** of the Action of each country, **identify and critically assess multiple potential funding sources** for each selected action, with a view towards potentially combining them as blended funding;
- Provide **three online sessions per country** (government and GWP), plus **offline technical support**, to understand the action, develop the draft pitches and coach the country teams in order for them to be able to pitch the actions to the potential funding sources;
- **Develop 2 donor-friendly pitches** (one per country/action selected) to all potential funding sources identified (donors or funding agencies, ideally several per pitch). The compelling pitches, to be delivered by the country teams, should include an

attractive description of the actions to be implemented, their intended impacts, co-funding sources and the need for additional funding. It is proposed that one collective pitch be organised for all the potential donors per selected action/country, and that the pitches be structured as focus group sessions for donor interaction. It is recognised that the pitches are unlikely to result in immediate funding, so the expectation is that the government focal points will follow up on the leads provided in the coming months and years to take them to fruition;

- Prepare and structure **focus group sessions** (with support of the country teams) and other means of capturing feedback from the potential funding sources and country teams and **systematise the corresponding feedback**.

**Deliverables Area 3: Development of final report and presentation of findings (30% of the total amount, 12 weeks after the start of the contract)**

- Based on the pitches and the feedback from potential funding sources and country teams, **prepare and present initial findings at the SDG Learning Exchange event** (open event, planned in December 2021);
- **Prepare and present a final report** with key lessons learned and recommendations on the scalability of the initiative to GWPO/UNEP/UNEP-DHI and country teams.

#### 4. Time schedule

The contract shall last approximately 12 weeks from the date of its signature to final delivery.

#### 5. Qualifications, experience, and skills

The consultant(s) shall have as a minimum the following qualifications:

**Education:** Advanced university degree in related topics, including in water, environment and sustainable development, business, economics, and resource mobilisation.

**Experience:** At least 10 years of practical experience in the development and/ or sustainable finance sector, with demonstrated experience in:

- Water, environment, and sustainable development
- Fundraising and resource mobilisation

Proven successful track record in resource mobilisation and innovative funding models for water, environment, and climate change investments.

Good global network including prior work in/with the two target countries identified for the pilot phase (Kenya and Guatemala).

**Skills:**

- Excellent communication and writing skills in English and good communication and writing skills in Spanish.
- Good communicator(s) in writing and orally, with good organisation and analytical skills.
- Knowledge of standard Microsoft Office processing tools is a must.

## 6. Evaluation criteria

The proposals will be evaluated by a committee within GWP based on the following criteria:

- Quality of the proposal (45%)
- Relevant qualifications and experience of the bidder (40%)
- Cost (15%)

## 7. Budget

For this assignment, an indicative amount of approx. 25,000 Euros including VAT if applicable, is available.

## 8. Supervision of assignment

The assignment is supervised by:

- Colin Herron, Global Coordinator, Water Solutions for the SDGs, GWP
- In close collaboration with the Regional and Country Water Partnerships of the pilot countries and the Partnerships and Resource Mobilisation team of GWPO

## 9. Location

The assignment will include in-country meetings in the two pilot countries (Kenya and Guatemala) both in online and offline format with Regional and Country Focal Points, potential donors and funding agencies, government, and other relevant stakeholders (as specified in the deliverables and tasks of this assignment) and regular online meetings with the GWPO team in Stockholm (Sweden).

## 10. How to apply

Bidders are requested to submit a tender offer in English to [procurement@gwp.org](mailto:procurement@gwp.org). The offer shall include:

- CV(s) of consultant(s) for the assignment
- An outline of the proposed approach and methodology to deliver on the assignment
- A budget including the amount to be charged for the assignment in Euros, based on a daily fee (incl. VAT)

The tender offer shall consider all specific requirements and specifications laid out in Instruction to Tender (Chapter 2 of this Invitation to Tender).

## 11. Deadline

Final date for receipt of tenders is **Sunday, September 5<sup>th</sup>, 23:59h (CEST)**

**GLOBAL WATER PARTNERSHIP ORGANISATION****Contract for Consulting Services*****Project: name of the project***

This Contract (hereinafter, together with the appendices attached hereto, called “the Contract”) has been made and entered into by and between:

- A. The Global Water Partnership Organisation, GWPO**, an intergovernmental organisation established in 2002 by an agreement between the Governments of Sweden, Chile, Pakistan, Denmark, the Netherlands Argentina, Hungary and Jordan as well as the World Bank and the World Meteorological Organisation, herein represented by Darío Soto-Abril in his capacity as Executive Secretary (the organisation being hereinafter referred to as “GWPO”).

**And**

- B. (the Consultant)**, a limited liability company incorporated/a commercial entity, registered under the laws of country. With the company number XXX, herein represented by Name, in his/her capacity as Title.

**WHEREAS**

a) GWPO has requested the Consultant to provide consulting services, as further defined below, of a Name of the Project (hereinafter called the “Project”);

b) the Consultant has represented that it is professionally competent to provide such services;

NOW THEREFORE, the Parties hereto have agreed as follows:

**ARTICLE 1 THE SERVICES****1.1 Scope of Services**

The Parties hereby agree that the Consultant shall perform the Services and deliver reports as described in the attached Terms of Reference, Appendix A (hereinafter referred to as “the Services”).

**1.2 Time Schedule**

The Consultant shall commence the Services Date Month Year. The Services shall be completed no later than Date Month Year.

**ARTICLE 2 STANDARD CONDITIONS**

The attached Standard Conditions for Consulting Services, Appendix B, dated June 25, 2014, form an integral part of this Contract.

However, the following deviations from the Standard Conditions are hereby agreed:

### **Article 3 OWNERSHIP OF WORK/COPYRIGHT**

Analyses, insights, design documents, specifications, reports and all relevant data such as maps, diagrams, plans, statistics and supporting records and materials compiled or prepared in the course of the Services shall be the property of GWPO with the right to transfer the Copyright, unless otherwise decided by GWPO. Such documentation shall be sorted and indexed by the Consultant prior to delivery to GWPO. The Consultant may retain a copy thereof, provided, however, that such copy shall not be used by the Consultant for purposes unrelated to the Contract without the approval of GWPO. The Consultant may not claim attribution to the content or deliverables unless prior approval in writing has been given by GWPO.

### **ARTICLE 4 REPORTING**

Reports shall be provided as set forth in the Terms of Reference, Appendix A.

### **ARTICLE 5 PERSONNEL**

A) The Services shall be carried out by the persons listed in the Terms of Reference, Appendix A.

*Alternative:*

The Service shall be carried out by **Name**

B) The Consultant's Team leader shall be **Name**. The Service shall be carried out by **Name**.

### **ARTICLE 6 LIABILITY**

The Consultant's liability under this Contract is limited to **XXX** euro.

### **ARTICLE 7 GENERAL PROVISIONS**

#### **7.1 Language of Documents**

All documents prepared under the Services shall be prepared in the English language.

#### **7.2 Authorised Representatives**

For changes or amendments to this Contract GWPO's authorised representative shall be Darío Soto-Abril or his designated representative, and the Consultant's authorised representative shall be **Name** or his/her designated representative.

For matters regarding the implementation of the Services GWPO's authorised representative shall be **Name** or his/her designated representative, and the Consultant's authorised representative shall be **Name** or his/her designated representative.

#### **7.3 Notices or requests**

Notices or requests shall be deemed to have been duly given or made when they have been delivered in writing by hand or e-mail transmission to the following addresses or such other address as the party may designate in writing:

To GWPO:                      Attention: **Department/Person**  
Global Water Partnership Organisation  
Organisation number in Sweden: 902000 – 3845  
PO Box 24177

SE-104 51 Stockholm  
SWEDEN  
Phone: + 46 8 12 13 86 xx  
E-mail: [@gwp.org](mailto:@gwp.org)

To the Consultant: Full Name  
Address  
Postal code  
Country  
Phone: XXX  
E-mail: XXX

## ARTICLE 8 RENUMERATION

### 8.1 Currency

The currency of this Contract is euro.

### 8.2 Fee

The Parties hereby agree that the Consultant is entitled to a daily fee of XXX euro for work performed for the period set out in the Terms of Reference, Appendix A.

The fees include all taxes, VAT and similar charges, vacation pay, social charges, insurance, pension benefits and similar payments.

The Consultant, as the employer of the Personnel, is responsible for withholding any preliminary taxes or social security charges and paying such withheld taxes and charges to the relevant authorities.

### 8.3 Reimbursable costs

The Consultant is entitled to reimbursement for pre-approved costs as stipulated in GWPO's Standard Conditions for Consulting Services, Appendix B.

### 8.4 Adjustment of the Fee

The agreed fee is valid during the entire contract period. Adjustments relating to collective pay agreements, cost development, changes in exchange rates or any other cause shall not be made.

### 8.5 Budget and Ceiling amounts

Budget for the Assignment is included in the Terms of Reference, Appendix A. Except as otherwise agreed by the Parties, the payments under this Contract shall not exceed XXX euro for fees.

## ARTICLE 9 INVOICING AND PAYMENT

The Consultant shall send /monthly/ invoices to GWPO, clearly describe the work undertaken, when the Services have been performed (in the form of a tabular timesheet) and the status of the Services (in progress or accepted by GWPO).

Invoices shall meet the requirements of the Standard Conditions for Consulting Services, Appendix B.

Where the Consultant fails to invoice GWPO for Services performed within four months after the month the Services were performed, the Consultant shall forfeit the right to payment for the Services.

All invoices shall be sent to GWPO by e-mail to address: [invoices@gwp.org](mailto:invoices@gwp.org).

Payment will be made by GWPO within 30 days of receipt of the invoice to the following account no:

Account holder:	XXX
Account Number:	XXX
Account/IBAN No:	XXX
SWIFT/BIC /Sort Code:	XXX
Bank:	XXX
Bank address:	XXX

#### ARTICLE 10 ARBITRATION AND APPLICABLE LAW

Should any dispute of difference, which cannot be settled amicably, arise regarding the meaning and/or interpretation of the provision of this Contract or relating to the rights and obligations of any of the Parties, or their successors in title, such dispute or difference shall be submitted to and determined by arbitration as set forth in Section 9 of the Standard Conditions for Consultancy Services, Appendix B.

#### ARTICLE 11 ENTRY INTO FORCE AND TERMINATION

This Contract shall enter into force upon signature by both Parties/**or Date** and shall remain in full force until the Services have been performed and all obligations of the Parties have been fulfilled.

Stockholm, **Month** **Year**

***For and on behalf of the Global Water Partnership Organisation***

.....  
 Darío Soto-Abril  
 Executive Secretary,  
 Global Water Partnership Organisation

Date and place.....

***For and on behalf of the Consultant***

.....  
**Name**  
**Title, the Consultant**

Appendix A      Terms of Reference

Appendix B      Standard Conditions for Consulting Services, dated 25 June 2014

## Global Water Partnership Organisation

# Standard Conditions for Consulting Services

Issue of June 25, 2014

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### DEFINITIONS

AUTHORISED REPRESENTATIVES	means the Person(s) authorised in the Contract to represent their party
BUDGET	means the detailed cost estimate for the Services
CEILING AMOUNT	means the maximum amount that GWPO will pay the Consultant under the Contract. Separate Ceiling Amounts may be agreed for fees and for reimbursable costs.
CONSULTANT	means the party entering into the Contract with GWPO
CONTRACT	means the Contract, including the Appendices referred to therein, signed between GWPO and the Consultant.
HOME COUNTRY	means the country where the Consultant is incorporated or a legal resident
PARTY	means GWPO or the Consultant
PERSONNEL	means any person employed by the Consultant for the purpose of carrying out the Services and such other personnel as may be assigned to or otherwise work for the Consultant in any way related to the Services including sub-contractors' personnel. It shall, on the other hand, exclude any personnel provided by GWPO
SERVICES	means all activities described in the Terms of Reference that the Consultant undertakes to perform in the Contract
WEEK	means seven days

## SECTION 1 SERVICES

### 1.1 PERFORMANCE OF THE SERVICES

The Consultant shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carry out all the Consultant's responsibilities in accordance with recognized professional standards.

In carrying out the Services, the Consultant shall follow the Terms of Reference and, if any uncertainty should arise, subsequent further clarification of the Terms of Reference given by GWPO.

The Consultant shall, at all times, act to protect the interests of GWPO and shall take all reasonable steps to keep all costs to a minimum, consistent with sound professional practice.

The Services shall be carried out by the Personnel specified in the Contract and for the respective periods of time indicated therein. Professional back-up services, consultations and supervision shall be provided by the home office or other normal duty stations of the Consultant, whenever such services are necessary.

The Consultant shall under no circumstances act as the representative of GWPO or give the impression that the Consultant has been given such authority.

The Personnel shall have the professional as well as language skills necessary to perform the Services satisfactorily.

### 1.2 INFORMATION

Each Party shall promptly inform the other Party, in writing, of any event or situation which may necessitate an agreement between the Parties on a modification of the scope, character or execution of the Services, of the Budget or Time Schedule, or of other aspects of the Contract. Any such modification shall be agreed upon between the Parties prior to execution.

The Consultant shall furnish GWPO with such information concerning the Services as GWPO may from time to time reasonably request.

### 1.3 SUB-CONSULTANTS

The Consultant may not, except with the prior approval of GWPO, assign or transfer the Contract or any part of the Services. Nor may he engage any sub-consultant to perform any part of the Services.

GWPO's approval of the assignment or transfer of any part of the Contract, or of the engagement of any sub-consultant, to perform any part of the Services, shall not relieve the Consultant of any of the Consultant's obligations under the Contract.

### 1.4 DELIVERABLES AND REPORTING

The Consultant shall deliver the outputs and reports as specified in the Terms of Reference. If, in GWPO's opinion, the outputs or reports do not correspond to the Consultant's undertaking, GWPO shall, within two months, give its reasons for this opinion. The Consultant shall either contest GWPO's opinion within two weeks or without delay present a revised report that meets the requirements of the Contract or agree with GWPO in writing on how to rectify the shortcomings.

## SECTION 2      LIABILITY AND INSURANCE

### 2.1      SCOPE OF LIABILITY

The Consultant shall be responsible for any damage caused to GWPO as a result of any act or omission relating to the Services which is attributable to him as a result of his negligence or errors.

Approval of parts of the work performed shall not prevent GWPO from claiming damages, unless the approval explicitly says so.

GWPO shall make indemnification claims within six months of the time when the damage is discovered by GWPO and in no case later than three years after the expiry of the Contract. These time limits do not, however, apply when the Consultant is guilty of having caused the damage through gross negligence.

The Consultant retains full responsibility for any third party liability that might arise due to the Consultant's or the Personnel's activities, acts, or omissions.

### 2.2      INSURANCE

Unless otherwise agreed between the Parties, the Consultant shall, during the contractual liability period, maintain insurance which covers the Consultant's liabilities towards GWPO.

The Consultant shall take out and maintain adequate insurance against loss of or damage to property purchased in whole or in part with funds provided under the Contract, or produced by the Consultant, including papers and documents necessary for the Services, until such property or documents have been delivered in accordance with GWPO's instructions.

The Consultant shall take out and maintain full insurance against claims by third party resulting from acts performed by the Consultant, or the Consultant's Personnel, carrying out the Services.

The Consultant shall have the responsibility to take out and maintain insurance on life, health, accident, property, travel or other which may be necessary for the Personnel.

## SECTION 3 - STAFFING

### 3.1      SELECTION OF PERSONNEL

The Consultant is responsible for the recruitment of his Personnel.

GWPO may request that all personnel shall be approved by GWPO before being assigned to the Services. To enable GWPO to judge whether the candidates meet the requirements, the Consultant shall provide GWPO with relevant documents. If GWPO so requests the Consultant shall arrange for GWPO to have the opportunity to interview the candidates. The Consultant shall take the initiative of presenting documentation for approval of key personnel. GWPO will not pay any extra costs for recruiting another candidate if the candidate first proposed by the Consultant is not approved by GWPO.

### 3.2 REPLACEMENT OF PERSONNEL

The Consultant shall withdraw all Personnel found unable to carry out assigned responsibilities, negligent in performing their duties, or guilty of misconduct.

No other replacement of Personnel shall be made by the Consultant, unless reasons for doing so are beyond the control of the Consultant. In such cases, the Consultant shall obtain GWPO's approval prior to making the replacement.

Replacements shall be persons possessing the qualifications originally agreed for the post. Any resultant changes in the fee rates or the reimbursable costs, shall be subject to prior approval by GWPO.

Costs for recall and replacement shall be borne by the Consultant.

### 3.3 PERIODS OF SERVICE

The Services shall be carried out by the Personnel specified in the Contract and for the respective periods of time indicated therein.

The Consultant may make such minor adjustments of the periods of service indicated in the Contract as may be appropriate in order to ensure an efficient performance of the Services. The aggregate of such adjustments may not cause the fees to be paid to the Consultant to exceed the Ceiling Amount payable under the Contract. All other adjustments of the periods of service shall be agreed between the Parties.

### 3.4 PROHIBITION OF CONFLICTING ACTIVITIES

Personnel assigned to the Services shall not, unless otherwise agreed between the Authorised Representatives, engage, directly or indirectly, in any other work, business or professional activities than the performance of their duties and assignments under the Contract.

### 3.5 TEAM LEADER

The Consultant shall ensure that at all times during the performance of the Services a member of the Personnel shall be appointed Team Leader. The selection shall be approved by GWPO.

## SECTION 4 CALCULATION OF FEES

### 4.1 MODE OF CALCULATION

Fees shall be paid for time actually worked by the Consultant's Personnel directly engaged in performing the Services for the times specified in the Contract. The fee shall be calculated at a daily or hourly basis, as specified in the agreement, subject to the conditions herein.

For Services where the deliverables and required work are clearly assessable, the agreement may set out a fixed fee for the work performed.

The agreed fee rates include salary, social security charges, costs in respect of insurance, sickness, vacation pay, pension funds and similar payments as well as overhead charges including secretarial services and other administrative back-up services including

consultations and supervision provided by the home office staff, bank charges, and the Consultant's profit and risk.

Time worked by the management of the Consultant will not be reimbursed, unless specified in the Contract as part of the Services.

### **4.2 DAILY FEE**

If a daily rate has been agreed, the daily rate applies to work performed in and outside the Consultant's Home Country and is calculated per day worked. The Consultant is not entitled to charge more than five times the daily fee during one week.

For work during less than a day the daily fee shall be prorated to the time actually worked, based on an 8 hour workday.

Work entitles the Consultant to the agreed daily fee only, irrespective of whether the work has been performed during or outside normal office hours. No additional payment for extra hours will be paid.

### **4.3 HOURLY FEE**

If an hourly rate has been agreed the fees for work performed in the Consultant's Home Country shall be calculated on an hourly basis. Work in the Consultant's Home Country entitles the Consultant to the agreed hourly fee only, irrespective of whether the work has been performed during or outside normal office hours.

For work performed outside the Consultant's Home Country, the fees shall be calculated per day or per week. The daily fee shall correspond to eight times the hourly fee. The weekly fee shall correspond to five times the daily fee. The weekly fee shall correspond to five times the daily fee. For work during a period shorter than a week, the daily fee shall be charged. In no event shall the Consultant be entitled to charge more than five times the daily fee during one week. No additional payment for extra hours will be paid.

### **4.4 FIXED FEE**

If a fixed fee has been set out in the agreement work entitles the Expert to the agreed fixed fee only, irrespective of whether the work has been performed during or outside normal office hours. No additional payment for extra hours will be paid.

### **4.3 FEES DURING TRAVEL TIME**

When travel takes place for the purpose of the Services, intercontinental travel entitles the Consultant to one daily fee in each direction if a daily or hourly fee has been agreed. In addition, a full day's fee may be charged even if work has been performed only during a part of the day of arrival or departure. If a fixed fee has been agreed, time spent on intercontinental travel shall be included in the time remunerated by the fixed fee.

Time spent on travel within a country abroad for the purpose of performing the Services shall be included in the time remunerated by the daily or weekly fee.

Fees for travel time shall be considered as included in the Ceiling Amount for fees.

### **4.4 SURPASSING OF CEILING AMOUNTS**

The Consultant shall promptly inform GWPO in writing if the Consultant foresees that the Services cannot be completed within the Ceiling Amounts. Such information shall contain a detailed budget follow-up and an account for work performed as well as thorough

analyses of additional activities needed to complete the Services. Furthermore, the Consultant shall clearly indicate the financial and other consequences if no additional funds for the Services can be made available and propose appropriate action.

The Parties shall promptly discuss the situation and agree upon action to be taken with regard to the programme/project activities and the Services.

Such agreement shall contain a new Ceiling Amount, if agreed. If no such agreement has been reached, GWPO is not obliged to pay the Consultant more than the agreed Ceiling Amount. GWPO retains the right to claim damages or fulfilment of the Consultant's undertaking according to the Contract with no extra cost to GWPO if the Consultant is in breach of section 1.1, 1.2 or 2.1 hereof. The Consultant may choose to fulfil his undertaking without any payment above the Ceiling Amounts. Otherwise the Services shall be wound up with no extra cost to GWPO.

## SECTION 5 REIMBURSABLE COSTS

Unless otherwise specified in the Contract this section shall apply.

### 5.1 DAILY ALLOWANCES AND ACCOMMODATION

Daily allowances and accommodation for time spent abroad for the purpose of the Services shall be reimbursed in accordance with GWPO Travel Policy and Travel Regulations. The amounts are revised annually, and can be obtained from GWPO.

### 5.2 SERVICE TRAVEL

GWPO shall reimburse costs for service travel to and from the country where the Services are to be performed by the Personnel. Such travel shall be made by the most appropriate means of transport and the most direct, practicable route. In the case of air travel the least expensive IATA fare applicable in the circumstances shall apply. GWPO will not reimburse extra costs due to travelling first or business class or the equivalent. These provisions shall also apply to other service travel.

Costs for airport-taxes and visas will be reimbursed as well as costs for minor excess luggage for project equipment and materials.

Costs for passports, inoculation etc will not be reimbursed.

### 5.3 LOCAL TRAVEL

The costs for local travel for the purpose of the Services shall be reimbursed, if not otherwise provided for.

### 5.4 COMMUNICATIONS AND POSTAGE

The costs for international communications and postage are reimbursed, unless provided free of charge to the Consultant. A fixed amount may be agreed between the Parties.

### 5.5 OTHER COSTS

In the event that GWPO requests the Consultant to provide reports in more than five copies, the additional cost for producing such copies shall be borne by GWPO.

Costs which are not explicitly reimbursable shall be covered by the fee.

## 5.6 VALUATION OF COSTS

Actual costs of expenses specified as reimbursable and incurred by the Consultant will be reimbursed.

# SECTION 6 INVOICING AND PAYMENT

## 6.1 INVOICING

The invoices for the Services shall be sent to the place and to the “attention” specified in the Contract and refer to the number of the Contract.

Invoices shall distinguish between fees and reimbursable costs.

All amounts debited shall refer to applicable budget items and be clearly described.

The costs shall be expressed in the currency of the original expenditure as well as in the equivalent amount in Euro.

The invoice shall contain the following information:

- name of the Bank to which GWPO shall make the payment,
- the address
- the account number,
- the account holder,
- fedwire/branch//sort code,
- IBAN number
- the SWIFT-code, and
- the currency of the account.

The Consultant shall follow GWPO’s instructions to separate costs for different sub-projects and any other instructions from GWPO regarding the presentation of items in the invoice.

Copies of vouchers regarding reimbursable costs shall be provided upon request by GWPO.

Invoices shall only cover costs incurred and fees for work performed. The invoice shall contain information about Swedish tax status and VAT number (when applicable)

## 6.2 VALUATION OF CURRENCIES

Whenever it is necessary for the purpose of this Contract to determine the value of any other currency in terms of Euro, such value shall be calculated on the basis of [www.oanda.com](http://www.oanda.com) interbank rate on the date of the transaction.

## 6.3 CURRENCY OF PAYMENT

Payments under the Contract shall be made in Euro, unless otherwise agreed in the Contract.

## 6.4 PAYMENT

Payments will be made to the bank account specified by the Consultant in the invoice. Payments shall clearly indicate the date and number of the invoices to which such payments refer.

GWPO may withhold payment of the last invoice or ten per cent of the total fees under the Contract until GWPO has approved the satisfactory execution of the Services. GWPO shall, within two months, approve the satisfactory execution of the Services or give its reasons for withholding such approval.

GWPO is entitled to corrections of errors discovered by inspection of the Consultant's books and records irrespective of the time elapsed since the invoice was presented to GWPO.

If the Consultant has received payment and the Consultant according to the above shall repay or credit part or all of the amounts, GWPO is entitled to demand interest on such amount.

## SECTION 7 GENERAL PROVISIONS

### 7.1 SECRECY

The Consultant shall ensure that his Personnel, sub-consultants and their personnel respect the restrictions laid down by GWPO regarding secret and confidential information.

### 7.2 RECORDS

The Consultant shall keep and file accurate and systematic records and accounts per project/contract in respect of the Services in such form and detail as is customary and as shall be sufficient to establish that the reimbursable costs charged for the Services and costs for procurement for the project have been duly incurred. Time spent by the Personnel on the Services shall be recorded.

The Consultant shall permit the duly authorised representative of GWPO to inspect the Consultant's records and accounts relating to the Services from time to time.

### 7.3 OWNERSHIP OF WORK/COPYRIGHT

Design documents, specifications, reports and all relevant data such as maps, diagrams, plans, statistics and supporting records and materials compiled or prepared in the course of the Services shall be the property of GWPO with the right to transfer the Copyright, unless otherwise decided by GWPO. Such documentation shall be sorted and indexed by the Consultant prior to delivery to GWPO. The Consultant may retain a copy thereof, provided, however, that such copy shall not be used by the Consultant for purposes unrelated to the Contract without the approval of GWPO.

Before termination of this Contract the Parties shall agree upon the final destination of documents and data according to this sub-section.

Two copies of any training materials, manuals, curricula and other materials compiled or prepared for training purposes in the course of the Services shall always be sent to GWPO in Stockholm. GWPO shall be entitled to use such material as it may decide for any purpose related to its operations.

This licence for GWPO to use the material includes the right to reproduce, publish or sell such material designated as copyrighted. In cases where the copyright of material referred to in this sub-section rests elsewhere than with the Consultant, the Consultant

shall be responsible for securing the approval of the holder of the copyright for the transfer of this right to GWPO. The Consultant shall hold GWPO harmless against any claims for infringement of copyright.

In cases where material and documents referred to in this sub-section are computerized, the stipulations stated above shall apply to computer disks.

GWPO shall have the right to use source programmes and documentation on database design and programmes structure if the Consultant is entitled to transfer such right. In all cases the Consultant shall transfer to GWPO as much copyright and licence as he is in a legal position to transfer. At an early stage of the performance of the Services he shall discuss such copyright matters with GWPO.

### 7.4 APPROVALS, NOTICES OR REQUESTS

Approvals and agreements including amendments under the Contract shall be immediately confirmed in writing.

Any notice or request required or permitted to be given or made under the Contract shall be in writing in the language stipulated for the Contract. Such notice or request shall be deemed to be duly given or made when it has been delivered by hand, mail or cable to the Party to which it is required to be given or made at such Party's address as specified in the Contract, or at any other address as either Party may specify in writing.

### 7.5 EVALUATION

GWPO carries out evaluations of project performance including the performance of Services by Consultants. The Consultant undertakes to co-operate with GWPO for such evaluations during and after the execution of the Services.

## SECTION 8 TERMINATION OF THE CONTRACT

### 8.1 TERMINATION BY GWPO

- a) If a default in the performance of the Services or in any other undertaking by the Consultant under the Contract occurs, GWPO may, by written notice to the Consultant, terminate the Contract with immediate effect.
- b) If GWPO, for overriding considerations outside the contractual relationship between the Parties, finds it necessary to terminate the Contract in whole or in part, GWPO may do so with immediate effect.
- c) In any event, GWPO may terminate the Contract, in whole or in part, within thirty days by giving written notice to the Consultant.

### 8.2 TERMINATION BY THE CONSULTANT

The Consultant may terminate the Contract by giving written notice to GWPO:

- a) If payment has not been made within thirty days of the due date and no correction has been made within thirty days of the Consultant's written notice to this effect;
- b) In the event that (i) circumstances arise which prevent the Consultant from carrying out the Consultant's duties, (ii) the Consultant has made every effort to

surmount such circumstances, (iii) a meeting with GWPO has been held in order to find a solution for surmounting such circumstances, and (iv) not less than thirty days have elapsed following such a meeting.

The Consultant's notice of termination shall specify the date of termination, which shall be not less than thirty days from the date of serving such notice.

### 8.3 WINDING-UP THE SERVICES

- a) Upon termination of the Contract under sub-section 8.1., the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner, and to reduce losses and to keep further costs to a minimum.
- b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to reimbursement in full for fees and reimbursable costs as shall have been duly incurred prior to the date of the termination of the Services.
- c) Claims for remuneration according to b) above shall be presented to GWPO not later than three months after the expiry of the Contract, or as otherwise agreed before that date.

## SECTION 9 SETTLEMENT OF DISPUTES

Should any dispute of difference, which cannot be settled amicably, arise regarding the meaning and/or interpretation of the provision of the Contract or relating to the rights and obligations of any of the Parties, or their successors in title, such dispute or difference shall be submitted to and determined by arbitration in the following manner:

- a) The arbitration shall be held in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce;
- b) The arbitration shall be conducted by one arbitrator which, failing agreement between the Parties on the nomination of the arbitrator shall be appointed by the Stockholm Chamber of Commerce;
- c) The decision of the arbitrator shall be final and binding on the Parties;
- d) The arbitration shall be held in Stockholm, Sweden in the English language.

Each Party hereby warrants that there exists no provision in law according to which the above arbitration clause would not be binding on such Party.