



## INVITATION TO TENDER

*Africa Water Investment Programme (AIP)*

*Gender Equality in Water Security and Climate Resilient Development  
in Africa*

**GLOBAL WATER PARTNERSHIP ORGANISATION**

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

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## 1. Objective

The overall goal of the consultancy is to conduct a gender analysis that can inform a gender-transformative approach for strengthening water security and climate resilience in the 5 countries targeted by the program.

### 1.1 About the Global Water Partnership

The Global Water Partnership (GWP) is a multi-stakeholder international action network created in 1996 to foster the implementation of integrated water resources management: the coordinated development and management of water, land, and related resources in order to maximise economic and social welfare without compromising the sustainability of ecosystems and the environment.

The GWP Network is open to all organisations that recognise the principles of integrated water resources management endorsed by the Network. It includes states, government institutions at all levels, non-governmental organisations, academic and research institutions, private companies, and service providers in the public sector. GWP's diverse and inclusive network is a platform for policy dialogue and bottom-up development of action plans and programmes, providing a voice for communities on water management.

GWP comprises 3,000+ partner organisations in over 180 countries. Our network of 65+ Country Water Partnerships and 13 Regional Water Partnerships convenes, and brokers coordinated action by government and non-government actors. A long-time advocate for integrated water resources management, GWP draws on implementation experience at the local level and link it across our Network and to global development agendas.

GWP water partnerships (regional, country, area, city, or River Basin) bring together various sectors and interest groups to identify common water problems and develop action plans based on integrated water resources management. Each partnership has its own operational strategy, work programme, and administrative structure. Most partnerships are attached to host institutions that administer funds and employ staff on their behalf.

#### **Our Vision**

A water secure world.

#### **Our Mission**

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

#### **Our Unique Value**

GWP mobilises action on the global water crisis through a unique combination of social capital, shared values, credibility within the global water community, bottom-up orientation, and expertise. A network of networks, we ensure the 'voices of water' can influence local, national, regional, and global development priorities. We are committed to our role as a neutral convener and respected for our focus on inclusiveness and sustainability.

**Our Work**

We prioritise opportunities where key global or regional policy frameworks bring leadership focus, progress measurement, development partner action, and potential for financing. Specifically, we target the following Anchor Areas:

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

**We mobilise** people and organisations to unite around shared development priorities that impact water resources. We bring all voices to the table, including the private sector. We work with youth as key agents of change. We work towards gender equality in all we do. We build and leverage partnerships, and work through multi-stakeholder platforms to create space for diverse views and interests.

**We act** to support coordinated action to address water risks and put integrated water resources management into practice. We work with our partners to change behaviours, strengthen institutions, build pilots and catalyse investment for water-wise sustainable development. We measure ourselves through the actions we take to improve water management and governance.

**We learn** from our actions and relationships. We curate, create, and share knowledge globally and across regions. We work with stakeholders to turn learning into ongoing improvements in water management and provide a constant feedback loop through our learning and knowledge activities.

**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 answerable to the Steering Committee (SC). The SC oversees policy and approves the work programme and budget of the GWPO. The SC and its Chair are appointed by the Sponsoring Partners, comprising the ten founding members of the 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 Secretariat of GWPO is located in Stockholm, Sweden. The Secretariat staff normally stands at 25-30 members recruited from all parts of the world. The staff is composed of administrative and operational/scientific/technical positions.

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

## 1.2 Introduction to the Project

In February 2019, the Governing Council of the Africa Ministers Council on Water (AMCOW) adopted a Decision for transformation of Africa's water investment outlook through increased partnerships and implementation of an Africa Water Investment Programme (AIP).

The Ministers commended efforts of the Global Water Partnership (GWP) and partners, "to establish, through the AIP, a partnership to release Africa's Development Potential to achieve both the Africa Union Agenda 2063 in collaboration with AU, AMCOW, NEPAD Agency, Africa Development Bank (AfDB) and Africa Water Facility (AWF)". The Ministers called for continued cooperation of GWP and partners to implement the AIP and AMCOW Strategy 2018 - 2030 in pursuit of the vision of a water secure Africa.

In response to the Ministers Decision, the Africa Water Investment Programme has been developed by GWP and partners to accelerate the preparation of climate resilience water investments in Africa and enhance job creation through scaled up gender sensitive investments in water security and Africa's industrialization. AIP will also support Africa's efforts on SDG 2030 Agenda and the Paris Agreement on climate change.

AIP will be implemented by GWP in collaboration with key partners such as AUDA-NEPAD, AMCOW, AfDB, AWF and others. AIP will strengthen the business case for investments in water security and support preparation of bankable projects as instruments to stimulate transformative economic growth, address the root causes of migration and youth unemployment. AIP will contribute to the goals of the AU Agenda 2063; the Africa We Want and the AfDB High Five Priorities and objectives of the Africa Continental Free Trade Area (AfCFTA) brokered by the Africa Union (AU) and signed by 44 of the 55 AU member states.

At a global level, AIP is part of the International Decade (2018–2028) for Action – Water for Sustainable Development" adopted in 2016 by the United Nations General Assembly "to help put a greater focus on water.

AIP also responds to the recommendation of the High-level Panel on Water (HLPW) set up by the World Bank and UN. In March 2018, recognising the critical water security challenge Africa faces and mounting investments needs, the High-Level Panel on Water established by the World Bank President and UN Secretary General called for the launch of an Africa Water Investment programme (AIP). The HLPW was co-convened in 2016 by UN Secretary- General and World Bank President to provide the leadership required to tackle one of the world's most pressing challenges – an ever-growing water crisis. The Panel identified ways in which the world could accelerate progress towards ensuring availability and sustainable management of water and sanitation for all (SDG 6). The HLPW membership comprised of 11 sitting Heads of State and Government

from Australia, Bangladesh, Hungary, Jordan, South Africa, Mauritius (co-chair), Mexico (co-chair), Netherlands, Peru, Senegal and Tajikistan; and a Special Advisor.

The goal of the Africa Water Investment Programme is to transform and improve the investment outlook for water security and sustainable sanitation for a prosperous, peaceful and equitable society. AIP aims to leverage \$30 Billion in investments, by 2030, towards SDG 6 implementation. The overall objective is to enhance job creation through gender sensitive investments in water security, industrialization and climate resilient development.

AIP will promote job creation through gender sensitive investments in water security, industrialization and climate resilient development and support continental efforts towards universal access to safe water and safely managed sanitation.

AIP includes three interrelated strategic objectives aligned to the GWP 2020-2025 Strategy, “*Mobilising for a water secure world: we **Mobilise, Act and Learn***” as follows:

- a. **Mobilise** high level political commitment and finance for investments in water security to support regional and national development, industrialisation and job creation
- b. Catalyse climate resilient **Action** and gender transformative investments in water security
- c. Accelerate transaction management capacity, knowledge, **Learning** and project preparation

The programme will be implemented through three interrelated *Sub-programs* as follows:

- a. AIP Water Climate Development and Gender Transformation (AIP WACDEP-G)
- b. AIP investments in SDGs on water-energy-food security, regional value chains and industrialisation (AIP SDG WEF Investments)
- c. AIP Transboundary Water Governance and Investments (AIP Transboundary Waters)

### 1.3 AIP Water Climate Development and Gender Transformation (AIP WACDEP-G)

The AIP-WACDEP-G sub-programme takes a gender-transformative approach to address a specific gender gap at the systemic level: *Across Africa, planning, decision-making and institutional processes are not gender-transformative; they reflect the structurally embedded cultural norms, practices and gendered power relations.*

The goal of the AIP-WACDEP-G is to ensure that the preparation, development, design, governance and management of ongoing and new climate resilient water infrastructure investments, institutions and job creation interventions strategically advance gender equality. The overall objective is to transform gender inequalities at scale by promoting gender-transformative planning, decision-making and institutional development for climate resilient water investments in Africa. The sub-programme is expected to be a

'game changer' across the water sector and beyond, addressing gender inequalities across Africa by taking a gender-transformative approach to development at the water and climate interface. The envisioned system-wide transformation will be achieved by influencing country-wide processes for water infrastructure investments in 18 countries and 5 river basins across Africa. The sub-programme will support and benefit 3.6 million people over the course of 6 years. Targeting to influence \$1 billion of gender equal and climate resilient investments from public and private sources.

The expected outcomes of the programme are:

- Gender-transformative structures, institutions, policies and/or plans for climate resilient water investments and jobs are put in place and implemented
- Capabilities and motivation of planners to enable gender-transformative planning and design of climate resilient investments developed and/or increased
- Embedded gender inequalities in accessing services, control of resources and/or assets are addressed at the local level
- Gender-transformative projects are implemented and inequalities related to climate vulnerability are addressed

Implementation of AIP WACDEP-G (first phase:2020-2021) has started from 1 April 2020 in 5 countries and 5 transboundary basins. The program will be implemented in the Central Africa Region (Cameroon and Lake Chad Basin); in the Eastern Africa Region (Uganda and Kagera/Lake Victoria Basin); in the North Africa Region (Tunisia and North-West Sahara Aquifer System); in the Southern African region (Zambia and Zambezi River Basin); and in the West Africa Region (Benin and Volta Basin).

## 2. Instruction to Tender

### 2.1 Procurement Procedure

This is a selective competitive procurement procedure. Invited and 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.

#### 2.1.1 Confirmation of Tender submission

The bidder is requested to confirm within 15 working days of the date of the tender invitation whether they are going to submit a tender or not. The confirmation is to be sent to [procurement@gwp.org](mailto:procurement@gwp.org). Failure to confirm within this date may disqualify the bidder for consideration of its subsequent tender submission.

### 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

- *Technical Proposal*
- *Financial (Commercial) Proposal*

**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 Euro 75 000, 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 company:

- 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 Buyer 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

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 12 June 2020. 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 sent to all bidders.

## 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.

### 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
<i>Ability and capacity to meet the Requirements for the Technical Proposal</i>	60 %
<i>Financial (commercial proposal)</i>	30 %
<i>Previous proven experience</i>	10 %

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.

By submitting a tender offer the bidder confirm that it accepts the commercial conditions described in the section “Draft Agreement”. If a bidder wants to include divergent commercial conditions in a future contract, these should be clearly stated in the tender offer.

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

## **3. Terms of Reference**

### **3.1 Project Objectives**

Gender inequalities can constrain and undermine climate change adaptation. Those that are vulnerable and marginalized, with limited access to resources and assets, are already disadvantaged when it comes to preparing for and adapting to climate impacts. Addressing this challenge – and building sustainable climate resilience for all – requires transforming societies through policies and actions that promote a gender-transformative approach.

Gender-transformative climate change adaptation is a holistic approach that focuses on the economic, political, ecological and cultural causes of vulnerability of different groups, with a particular focus on gender. It aims to address the roots of vulnerability through actions that challenge the fundamental attributes of a system in response to climate and its effects. These actions aim to transform power relations shaped by unequal patriarchal norms and practices, and to empower women so that they have greater capacity to adapt.

The overall goal of the consultancy is to conduct a gender assessment that can inform a gender-transformative approach for strengthening water security and climate resilience in the 5 countries targeted by the program.

The main objectives of the consultancy are to:

- Review existing systems (policies, laws, institutions, norms, practices, beliefs, attitudes, values, etc) related to gender inequalities in the country to identify

gender dimensions and determine equality or inequality situations and analyse the underlying root causes to gendered inequality within specific country contexts;

- Identify gaps and underlying drivers which are the core barriers to addressing identified inequalities by taking a gender-transformative approach for strengthening water security and climate resilience – clearly defining how inherent inequalities are driving gender unequal practices;
- Identify opportunities for addressing the gaps and root causes within each country context
- Define priority areas and methods of interventions that will contribute to gender transformative approach for strengthening water security and climate resilience within respective countries

### 3.2 Project Principles

The following principles outline the key priorities of the gender analysis – the assessment should be implemented with this in full consideration

- In conducting the gender analysis there is need to ensure adequate in-country and regional consultations to the extent possible,
- The assessment clearly builds on existing initiatives in different countries and considers various national and regional efforts addressing gender inequalities
- The gender assessment is for a Gender Marker II programme (as per Handbook on the OECD-DAC Gender Equality Policy Marker<sup>1</sup>). Noting that gender equality is the main objective of the project and the gender analysis will be fundamental in its design and expected results.
- The gender analysis should lead to the inclusion of explicit measures in the project design and is expected to provide the basis for adopting a gender-transformative approach in water security and climate resilience building in the country.
- The assessment needs to note the different levels of existing gender approaches in the countries and provide a clear categorization when setting the baseline. This work is based on the assumption that few if any gender transformative approach (GTA) work has been implemented, or even planned, and that we will be dealing with the scale going from gender blind, to GTA, with gender neutral and gender sensitive approaches as important components of the scale.

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<sup>1</sup> <https://www.oecd.org/dac/gender-development/Handbook-OECD-DAC-Gender-Equality-Policy-Marker.pdf>

### 3.3 Geographical Scope

The following countries will receive direct support through AIP WACDEP-G; however, it should be noted that the programme will also work at the countries' respective transboundary and regional levels.

Country	Transboundary Water Basin/ Aquifer	Region
Cameroon	Lake Chad	Central Africa
Uganda	Lake Victoria	East Africa
Tunisia	North-West Sahara Aquifer	North Africa
Zambia	Zambezi	Southern Africa
Benin	Volta Basin	West Africa

### 3.4 Stakeholders

The following are the key stakeholders to be involved in this assignment:

- AMCOW Secretariat: The Africa Ministers Council on Water, AIP-WACDEP-G supports the implementation of the AMCOW Gender Mainstreaming Plan
- AMCOW TAC: The Technical Advisory Committee to AMCOW
- Programme Manager (supplier): A consultant team that conducts the gender analysis and high level capacity needs assessment, and recommends priority interventions
- AIP-WACDEP-G Coordination Staff: a GWP team based in South Africa and supported by Global Staff who coordinate the implementation of the AIP-WACDEP-G programme
- AIP-WACDEP-G Reference Group: an expert panel comprising independent experts, who provide strategic advice to the implementation of AIP-WACDEP-G
- GWP regional and country teams: GWP regional and country project management teams in countries in which AIP-WACDEP-G is being implemented

### 3.5 Scope of the consultancy

The following presents potential conceptual ideas around the analysis:

#### a. Coordination, management and learning

**Objective:** To oversee and coordinate the development and implementation of the gender assessment and ensure learning is collected, analyzed and disseminated, and owned by relevant stakeholders

**Requirements:**

- To provide oversight and management in the gender assessments
- To coordinate the gender assessments in each region and country, working closely with the Africa Coordination Unit
- To ensure implementation is conducted in a programmatic manner with cross linkages and learning drawn between each country and region as well as to ensure that key actors and stakeholders feel ownership of the process of implementation and are fully contributing to the process
- To gather, analyse and synthesize lessons in order to facilitate learnings among GWP teams
- To regularly report to the Africa Coordination Unit on progress and monitoring and evaluation requirements

**Deliverables: Progress reports, Learning articles****b. Gender analysis design and delivery**

The supplier should present their considered response to the most effective way of conducting gender analysis for the AIP-WACDEP-G programme. The supplier is encouraged to think creatively in developing a baseline that will form the basis of programme design in the 5 countries. The gender analysis should highlight possible entry points and establish where the country is with regards to implementing gender transformative approaches. The delivery of the gender analysis is expected to consist of the following indicative stages and activities:

**i. Inception**

**Objective:** To develop and agree on the inception report for the gender analysis

**Requirements:**

- Process for consultation with GWP and key stakeholders on the concepts and plan for the gender analysis should be well-defined
- Rapid desk-based assessments to inform the focus of the gender analysis, including review of relevant research findings
- The supplier should outline the learning methods and principles that will be applied to ensure lessons are captured for GWP teams
- The supplier should in the Inception Report spell out what transformation looks like (specifically aligning with how this transformative approach will address root causes of gendered inequalities in country contexts) and how progress in promoting gender transformation will be measured
- The supplier should develop an inception report with clear work plan with timelines, activities, modalities of delivering the gender analysis,

responsibilities, categorisation of countries with regards to gender transformation, consultation plan, rapid capacity needs assessment, M&E plan and risk assessment

- Provide a working outline for the gender analysis reports

**Deliverables: A mutually agreed inception report and work plan**

**ii. Gender Analysis**

**Objective:** To conduct a gender analysis that will set a baseline for transformative approaches that will build water security and climate resilience.

**Requirements:** The assessment will cover the following issues as a minimum -

**Review relevant literature at regional, transboundary and country levels focusing on:**

- policies, laws, institutions, cultural norms/practices that shape or (re)enforce gender inequalities at the country level
- existing level of integration of gender in the policies
- role/mention of gender related policies and activities in water security and climate resilience building
- root causes related to gendered inequalities in water security and climate change adaptation
- past, on-going, new and planned programs and projects on water security and climate resilience at country and regional levels

**Analysing general gender inequality issues**

- Assess the level of awareness and appreciation of gender inequalities in the country as a key aspect of sustainable development
- Identify the beliefs, attitudes and values of the society that shape gender relations
- Identify gender differences in access to and control over resources and assets.
- Identify gender differences in accessing social services, infrastructure and social protection
- Review the laws, policies and resource allocations that define/shape gender relations
- Review the institutional landscape that can be utilized and tapped to strengthen efforts at gender-transformative climate change adaptation.
- Identify and map the landscape of stakeholders that are connected, affected, and may be involved or included at a country-scale in the project
- Review the social and cultural practices and norms that influence gender relations and differences and identify relevant actors/players that are involved

in perpetuating norms, negatively affected by norms, and actors with key interest in “changing” the norms

- Evaluate the adequacy of existing platforms for decision making, participation or engagement at different levels and for women and men

#### **Analysing gender inequality issues in relation to water security and climate resilience**

- Identify gender differences in relation to water insecurity and climate change vulnerability in the country
- Analyse if and how climate change adaptation interventions will impact on gender relations including gendered responsibilities
- Assess how gender inequality is considered in water security and climate change adaptation efforts and programs
- Review gender-transformative and/or gender sensitive adaptation initiatives
- Develop baseline for gender in/equality related to water security and climate resilience in the country

#### **Identifying gaps and opportunities for gender transformative approaches at country level**

- Identify gaps and opportunities to promote gender transformative approaches in national and sectoral (water-related) development programs
- Identify gaps and opportunities to adopt gender transformative approach in water security and in building climate resilience in the country
- Identify approach that will lay the framework and rationale for a set of robust interventions to be taken (by systems and institutions) by relevant actors that enable gender-transformative adaptation and water security in the country.
- Identify ways of positioning gender equality in climate change and water security programs
- Explore ways of breaking barriers (formal/informal, national/local) with the objective of transforming the system to enable gender-equal water security and climate resilience building at different levels
- Identify areas for critical dialogue with researchers, policymakers, planners, and stakeholders to identify strategies for change
- Identify areas for strengthening the agency of women and other groups to enhance gender transformative approaches

#### **Identifying country priority actions for the coming three years**

- Identify clear entry points, key institutions, champions that the country needs to consider in promoting gender transformative approaches for strengthening water security and climate resilience
- Identify priority interventions (in the framework of agency-relations-structure) that the country needs to take in support of adopting gender transformative approaches for strengthening water security and climate resilience – evaluate

whether the priority actions are technically correct, politically supportable, and administratively feasible

- Cognizant of COVID-19 context, present recommended approach on how to closely integrate and activate selected and relevant stakeholder groups in co-designing and co-implementing the gender analysis results within each country
- Cognizant of COVID-19 context, present recommended sequencing of priority interventions, based on the developed baseline for gender in/equality related to water security and climate resilience in the country and identified entry points for gender transformative approaches

**Deliverables: Draft Gender Analysis Reports and Draft Final Reports on Gender Analysis (Five Reports) based on comments of the Draft Gender Analysis Reports**

**iii. High-level capacity needs assessment**

**Objective:** to conduct a high-level capacity needs assessment that will highlight gaps that need to be addressed

- Conduct a rapid capacity needs assessment in all the five-countries and identify the key gaps that need to be addressed in implementing gender transformative approaches

**Deliverable: Rapid capacity needs assessment, to be included in the respective Gender Analysis Reports**

### 3.5 Project outputs

Potential outputs (deliverables) have been included above. These are indicative only and are subject to change based on the approach suggested by the supplier. Suppliers should, as part of their proposal, provide detail methodologies and a work plan outlining activities and expected deliverables.

### 3.6 Project working arrangements

The consultant (a firm or a consortium of organizations) will:

- Report to the WACDEP-G Program Manager at GWP Africa Coordination Unit (CU)
- Work under the guidance of the Program Managers and Gender Specialists at country, regional and CU levels.
- Work closely with the key stakeholders at country and regional levels. The Program Managers will facilitate the stakeholder engagement/consultation process of the analysis

## 4. Specification of Requirements

### 4.1 What to include in your tender?

Requirements	
<p><b>Section 1: Solution Statement</b> <b>Maximum 10 A4 sides</b></p>	<p>This is a detailed statement of the Bidder's approach to delivering the project.</p> <p>The statement must provide a focused view of your proposed solution that demonstrates how the solution meets the objectives of the project and how you will deliver this in practice.</p> <p>The following areas should be covered within this document:</p> <p>Background</p> <ul style="list-style-type: none"> <li>✓ Name and contact details of lead organisation, and sub-contractors</li> <li>✓ Brief overview of the main services each organisation will provide</li> <li>✓ Concise details of how and why the delivery team are best placed to deliver this project</li> </ul> <p>Project Methodology and Approach</p> <ul style="list-style-type: none"> <li>✓ An overview of the programme of work that you plan to deliver. This should include: <ul style="list-style-type: none"> <li>Structure and methodology for delivering the project objectives</li> <li>Rationale and justification for the proposed activities and how they will meet the objectives and requirements of the project</li> <li>Expected benefits and deliverables</li> </ul> </li> <li>✓ Details of how you will work conduct rapid capacity needs assessment</li> <li>✓ Details of learning and/or knowledge products that will be developed through the course of this project.</li> <li>✓ An overview of your proposed gender analysis approach</li> </ul> <p>Quality assurance</p> <ul style="list-style-type: none"> <li>✓ Details of how you will ensure quality of deliverables throughout the project.</li> </ul>
<p><b>Section 2: Work Plan</b> <b>Maximum 3 A4 sides</b></p>	<p>Bidders should provide a detailed work plan outlining how they intend to manage and deliver the project.</p> <p>This should include the following:</p> <p>Work Plan</p> <ul style="list-style-type: none"> <li>✓ A detailed work plan including timescales for the implementation of activities, proposed delivery dates for key outputs and any other key milestones.</li> <li>✓ Details of how the project will be managed and how you propose to meet GWP's reporting and monitoring requirements.</li> </ul>

	<p>Project staffing</p> <ul style="list-style-type: none"> <li>✓ A detailed breakdown of the personnel and technical experts who will be conducting the work, including those from consortium partners. The role of subcontractors who may be sought during project implementation should also be stated.</li> <li>✓ A team organogram.</li> <li>✓ For each individual, please provide: <ul style="list-style-type: none"> <li>details of their roles and responsibilities</li> <li>the number of days it is proposed that each individual will spend on the project, and</li> <li>a brief description or short CV of their relevant previous experience. (Note that this information should be included for any subcontractors)</li> </ul> </li> <li>✓ If deemed necessary, please submit detailed CVs in an appendix. These detailed CVs should be no more than 2 A4 pages.</li> </ul> <p>Any additional practical information or requirements</p> <ul style="list-style-type: none"> <li>✓ Please include any specific requirements pertaining to effectively delivering the services. This may include plans or requirements the team may have for engagements with GWP, the governments, the required county-level consultations, any expected support on logistics etc.</li> <li>✓ Please include any assumptions relating to the role and support of the Africa Coordination Unit and/or GWP regional offices.</li> </ul>
<p><b>Section 3: Case Studies</b> <b>Maximum 1 A4 side per case study</b></p>	<p>The Lead Bidder should provide up to 3 examples of previous work which demonstrates their ability to deliver projects consistent with this project. gender focus but linked to water and resilience Other consortium members should provide up to 2 examples each of previous work. Case studies should include:</p> <ul style="list-style-type: none"> <li>✓ Client name</li> <li>✓ Client contact (Name, Phone Number and email)</li> <li>✓ Contract start date</li> <li>✓ Contract completion date</li> <li>✓ Contract value</li> <li>✓ Details of the work carried out including challenges and successes</li> </ul> <p>How this project will benefit from the experience gained</p>
<p><b>Section 4: Risk Analysis</b> <b>Maximum 2 A4 sides</b></p>	<p>Bidders should produce a separate statement of the risks, assumptions, issues and challenges that you believe the entire programme will face with the development, implementation and ongoing management of this solution, along with the recommended mitigating actions.</p>
<p><b>Section 5: Legal and contractual compliance</b></p>	<p>Bidders must confirm that they have read, understood and can comply with the Terms and Conditions of contract and the GWPO Expenses Policy provided as attachments to this ITT. Bids must be submitted with the declaration (annex A) signed by the project team leader.</p>

<p><b>Section 6: Commercial Proposal</b></p>	<p>Bidders have been provided with an approximate budget which gives an idea of the scope of funds currently available for this project. If bidders are unable to provide what they consider to be a comprehensive project for the budget available, we encourage the provision of options; i.e. what could be provided for the funding currently available and details of what could be provided for more funding and how much these options would cost. Bidders must provide a detailed commercial proposal in Euros, inclusive of VAT and all other applicable taxes. The commercial proposal will be evaluated on the extent to which it demonstrates value for money.</p> <ul style="list-style-type: none"> <li>✓ The budget should be structured in line with delivering the supplier's work plan and <u>include a breakdown of all component costs</u>, including third party costs.</li> <li>✓ Fees should be broken down by individual, day rate and activity.</li> <li>✓ Expenses should be estimated separately - Logistics, travel, printing, venue hire etc for both the core team and the participants. Suppliers must give due consideration to consultation and workshop requirements and cost appropriately for such expenses.</li> <li>✓ Overhead expenses can be included in the total cost of the project but should be incorporated into fee rates for staff members. They should not be included as a separate line item.</li> <li>✓ Suppliers should ensure that they state any assumptions that have been built into the costing provided.</li> <li>✓ Suppliers should briefly summarise how their proposal represents value for money.</li> </ul>
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## 4.2 Supplier requirements

The supplier should clearly demonstrate the following skills within their team:

The consultancy assignment defined in this TOR requires a high level technical/professional expertise. Interested suppliers (consultancy firms or consortium of organizations) are required to have the following qualifications and experiences:

- A Team of Experts (Gender Specialist, Policy Analyst, Climate Adaptation Specialist, and Water Security Specialist) with a minimum qualification of Master of Science Degree in gender, social studies/sociology, development studies/economics, water resources management/development, climate change, environmental protection, or related fields. A gender-balanced team of experts is encouraged.
- An understanding of the country and regional context on water resources management, climate change, development (SDGs), gender and related issues
- Relevant experience in the above areas with focus around gender/social analysis, policy analysis, institutional analysis and stakeholder engagement
- Working experience in the target country and/or region with established networks in dealing with gender, water and climate issues. In-country

presence/networks would be highly desirable given the time frame of the assignment and the travel restrictions in the COVID-19 context.

- Excellent analytical and reporting writing skills
- Videoconference connectivity and facilitation skills to engage in online meetings and workshops

### 4.3 Indicative timelines

The consultant is expected to meet the following deliverables and deadlines:

No	Deliverables	Timeline
1	Inception Report	20 July 2020
2	Draft Reports on Gender Analysis (Five Reports; one per country)	20 August 2020
3	Online Review sessions (Five sessions)	21-30 August 2020
4	Draft Final Reports on Gender Analysis (Five Reports; one per country)	15 September 2020
5	Final Reports	30 September 2020
6	Learning articles	Continuous
7	Progress updates	Monthly

### 4.4 Language

The language for this consultancy assignment (communication and reporting) is English. However, French language is a pre-requisite for engagement where required.

## 5. Draft Agreement

Contract No XXX

### 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 Monika Weber-Fahr in her 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 Monika Weber-Fahr or her 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 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 Expert fails to invoice GWPO for Services performed within four months after the month the Services were performed, the Expert 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 8 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*

.....  
Monika Weber-Fahr  
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. 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.