



Schweizerische Eidgenossenschaft
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Swiss Agency for Development
and Cooperation SDC

GROUNDWATER MANAGEMENT, USE AND PROTECTION PROGRAMME (GWP) IN NORTH MACEDONIA

Phase 1

January 2024 – December 2027

Branding services, Website Development and Production of Regular Communications and Outreach Materials

Request for Proposal

12.2024

The Groundwater Management, Use and Protection Programme (GWP) is owned by the Government of Switzerland and implemented by the consortium of Skat Consulting Ltd (Switzerland) and PointPro Consulting (North Macedonia)

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1. INVITATION FORM

Programme title:	Groundwater Management, Use and Protection Programme (GWP) in North Macedonia – Phase 1
Reference:	Request for Proposal: Branding services, Website Development, and Production of Regular Communications and Outreach Materials (RFP-04-2024)
Internal code:	<i>T131.A Design outreach materials for media and communication</i>
Type of contract:	Contract for Services
Duty station:	Skopje, North Macedonia / Home office
Duration of contract:	Till 31 December 2027
Announcement date:	13.12.2024
Submission deadline:	31.01.2025 by 16.30 CET

Dear Sir / Madam:

The “Groundwater Management, Use and Protection Programme”¹ (hereinafter the Programme or GWP) kindly invite you to submit your Proposal² in MKD (VAT excluded) for Branding services, Website Development, and Production of Regular Communications and Outreach materials. The proposal must be submitted electronically on or before [set the date] to the following dedicated email:

northmacedonia@skat.ch

Please note that technical and financial offers must be submitted electronically to the dedicated email.

Please use the following e-mail subject: RFP 04/2024 Branding services, Website Development, and Production of Regular Communications and Outreach Materials

The technical offer must be submitted in one PDF document. The financial offer must be submitted in one file as well and encrypted with a password. The financial offer shall be DIGITALLY signed or signed and scanned in the .pdf format.

Max. size of uploaded files (per document) must not exceed 20 MB

Password for Financial OFFER SHALL be provided to GWP only upon conclusion of the deadline and required by e-mail³.

¹ This is a Programme of the Government of Switzerland under the auspices of the Ministry of Environment and Physical Planning and Ministry of Agriculture, and is implemented by the Consortium of Skat Consulting Ltd., St. Gallen, Switzerland and Point Pro Consulting, Skopje, North Macedonia. This procurement is organized by Skat Consulting AG – Branch Office Skopje.

² Please be guided by the form attached hereto as **Annex 2**, in preparing your Proposal.

³ Password protection of a PDF document can be done by using free software, such as Adobe Reader for example. Open the PDF and choose Tools > Protect > Encrypt > Encrypt with Password. Companies that will pass the technical evaluation will be approached by GWP to share the passwords to the financial offers.

Companies failing to meet this requirement will be disqualified. Your Proposal must be valid for a minimum period of 60 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the email address above on or before the deadline. Proposals that are received after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of this procurement.

Any discrepancy between the unit price and the total price shall be re-computed by the GWP Programme, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on GWP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by the GWP after it has received the Proposal. At the time of Award of Contract or Purchase Order, the GWP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five percent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any contract that will be issued as a result of this RFP shall be subject to the Terms and Conditions indicated herein. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of the GWP.

Please be advised that the GWP is not bound to accept any Proposal, nor award a contract, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

The GWP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to the GWP if you, or any of your affiliates or personnel, were involved in the preparation of the Terms of References, or other requirements, cost estimates, and other information used in this RFP.

Thank you and we look forward to receiving your Proposal.

2. DESCRIPTION OF REQUIREMENTS

1	Brief Description of the Required Services	<p>The objective of the assignment is development of a visual identity and branding of the Groundwater Use, Management and Protection Programme – Phase 1, enhanced internet presence of the Programme through various channels, i.e. website and social media (Facebook, LinkedIn, Instagram) and Content management. The activities foreseen contribute to the main aim of the Programme, that is to build long-lasting groundwater governance capacities at national and local levels so that North Macedonia can take appropriate and effective actions to sustainably manage its groundwater resources to achieve its social and economic development goals while avoiding irreversible degradation of its aquifer systems, through the communication, education and awareness raising activities at different levels (central, river basin and local). The effective communication delivery involves creation of a visual identity and operation of a modern, functional, technically advanced and intuitive website, and social media</p>
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		accounts, which would be effective tools for the implementation of the communication objectives of the Programme.												
2	List and Description of Expected Outputs to be Delivered	<table border="1"> <thead> <tr> <th></th> <th>Deliverable</th> <th>Tentative timeline (months upon signing of contract)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Brand book with guidelines</td> <td>1,5 months</td> </tr> <tr> <td>2.</td> <td>Web site launched, with 10 GB of space, 500 GB data transfer, and social media accounts launched (Facebook, Instagram, LinkedIn)</td> <td>2 months</td> </tr> <tr> <td>3.</td> <td>Content management</td> <td>Monthly, starting from the web site and social media accounts launch month</td> </tr> </tbody> </table>		Deliverable	Tentative timeline (months upon signing of contract)	1.	Brand book with guidelines	1,5 months	2.	Web site launched, with 10 GB of space, 500 GB data transfer, and social media accounts launched (Facebook, Instagram, LinkedIn)	2 months	3.	Content management	Monthly, starting from the web site and social media accounts launch month
			Deliverable	Tentative timeline (months upon signing of contract)										
		1.	Brand book with guidelines	1,5 months										
		2.	Web site launched, with 10 GB of space, 500 GB data transfer, and social media accounts launched (Facebook, Instagram, LinkedIn)	2 months										
3.	Content management	Monthly, starting from the web site and social media accounts launch month												
3	Frequency of Reporting and Progress Reporting Requirements	As proposed in the company's methodology and agreed with GWP prior to contract signing												
4	Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location												
5	Expected duration of work	34 months from the signing of the contract												
6	Target start date	March 01, 2025												
7	Estimated completion date	December 31, 2027												
8	Language of the Proposal	English												
9	Pre-proposal conference	Not Applicable												
10	Travels Expected	Representatives of the expert team are expected to travel to North Macedonia as needed. All travel related costs need to be included in company's offers.												
11	Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required												
		[A detailed breakdown/timeline of activities needs to be included as part of the company's methodology reflecting the main requirements from the Terms of Reference]												
12	Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required												
13	Currency of Proposal	<input type="checkbox"/> Other currency (if required) <input type="checkbox"/> CHF <input checked="" type="checkbox"/> MKD												
14	Value Added Tax on Price Proposal⁴	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes												
15	Bid Security	Will not be applied												
16	Liquidated Damages	Will not be applied												
17	Performance Security	Not Required												
18	Financial Standing	Not Required												
19	Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days												

⁴ The GWP is VAT exempt in the country and all activities implemented by the Programme directly or through contracts are also VAT exempt.

		In exceptional circumstances, GWP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.												
20	Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted												
21	Payment Terms⁵	<table border="1"> <thead> <tr> <th></th> <th>Deliverable</th> <th>Tentative timeline (months upon signing of contract)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Brand book with guidelines</td> <td>2 months</td> </tr> <tr> <td>2</td> <td>Web site and social media accounts launched</td> <td>2,5 months</td> </tr> <tr> <td>3</td> <td>Content management</td> <td>Monthly, starting from the web site and social media accounts launch month</td> </tr> </tbody> </table>		Deliverable	Tentative timeline (months upon signing of contract)	1	Brand book with guidelines	2 months	2	Web site and social media accounts launched	2,5 months	3	Content management	Monthly, starting from the web site and social media accounts launch month
	Deliverable	Tentative timeline (months upon signing of contract)												
1	Brand book with guidelines	2 months												
2	Web site and social media accounts launched	2,5 months												
3	Content management	Monthly, starting from the web site and social media accounts launch month												
22	Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Other Type of Contract [pls. specify]												
23	Evaluation Method for the Award of Contract	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively <input checked="" type="checkbox"/> Full acceptance of the GWP's Contract Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.												
24	Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> The expertise of the Firm 100 <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 300 <input checked="" type="checkbox"/> Qualification of Key Personnel 300 <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by the GWP.												
25	GWP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:												
26	Contract General Terms and Conditions⁶	General Terms and Conditions for contracts (goods and/or services)												
27	Annexes to this RFP⁷	<input checked="" type="checkbox"/> Annex 1: Terms of Reference <input checked="" type="checkbox"/> Annex 2: Bidder Submission Form <input checked="" type="checkbox"/> Annex 3: Bidder Information Form <input checked="" type="checkbox"/> Annex 4: Qualification Form <input checked="" type="checkbox"/> Annex 5: Technical Proposal Form <input checked="" type="checkbox"/> Annex 6: Financial Proposal Form <input checked="" type="checkbox"/> Annex 7: Evaluation Criteria <input checked="" type="checkbox"/> Annex 8: General Terms and Conditions for Contracts												
28	Contact for Inquiries	Email to: northmacedonia@skat.ch												

⁵ The GWP's preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding CHF 30,000, the GWP shall require the Service Provider to submit a bank guarantee or bank cheque payable to the GWP, in the same amount as the payment advanced by the GWP to the Service Provider.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ Where the information is available in the web, a URL for the information may simply be provided.

	(Written inquiries sent by email only)⁸	Any delay in the GWP's response shall be not used as a reason for extending the deadline for submission unless the GWP determines that such an extension is necessary and communicates a new deadline to the Proposers.
29	Deadline for Submission of requests for clarification	3 working days before the deadline
30	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	By e-mail to the requesting bidder
31	Documents to be submitted:	<input checked="" type="checkbox"/> Copy of the registration from relevant Registry in the country of origin defining the constitution or legal status, place of registration, and principal place of business; (no translation required) <input checked="" type="checkbox"/> Annex 2: Bidder Submission Form <input checked="" type="checkbox"/> Annex 3: Bidder Information Form <input checked="" type="checkbox"/> Annex 4: Qualification Form <input checked="" type="checkbox"/> Annex 5: Format of Technical Proposal including CVs of proposed experts for the assignment, as per the qualification requirements in the TORs <input checked="" type="checkbox"/> Annex 6: Financial Proposal Submission Form <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any
32	Other:	Assessed budget for this assignment is 2.000.000 MKD.

⁸ This contact person and address is officially designated by the GWP. If inquiries are sent to other person/s or address/es, even if they are GWP staff, the GWP shall have no obligation to respond nor can the GWP confirm that the query was received.

Annex 1: Term of Reference

Branding services, Website Development, and Production of Regular Communications and Outreach Materials

A. BACKGROUND

The Swiss **Groundwater Management, Use and Protection Programme (GWP)** aims at supporting North Macedonia in establishing a sustainable long-term, multi-level, and systematic groundwater management that enables collaborative, effective, and more transparent use of the groundwater resources.

The GWP stakeholders/partners include institutions at central governmental level, research and academia as well as local institutions (e.g. municipalities, public utilities), civil society organisations and the private sector. The **consortium of Skat Consulting and PointPro Consulting** has been mandated by the **Swiss Embassy** in the Republic of North Macedonia to implement Phase 1 of the GWP from Jan 2024 – Dec 2027. Two additional subsequent phases may follow subject to successful implementation of the Programme's first phase and fulfilment of the overall commitment of its main national partners.

[Skat Consulting Ltd.](#) Is a owner-operated leading Swiss company specialising in international cooperation and is dedicated to making available basic services and ensuring dignified living conditions and a healthy environment for all. Skat Consulting supports governments, the private sector and civil society around the globe in improving people's lives by facilitating lasting solutions in water, building, energy and governance.

[PointPro Consulting d.o.o.](#) is a leading management consulting company based in Skopje since 2006 incorporating two business areas: (a) Infrastructure and Sustainable Development and (b) Management Consulting and Corporate Finance.

Although groundwater in North Macedonia is of high strategic importance (e.g. as source of 77% of the drinking water supply), it has not been recognised as such and is therefore **not adequately used, managed and protected**. The responsible institutions **do not have sufficient and adequate capacity**; there is a lack of background information, knowledge and tools for the protection, planning and monitoring of groundwater resources and the legal framework is incomplete. In addition, **low awareness of the status of groundwater** is reflected in low public pressure and weak mobilisation of the public and civil society on groundwater management issues.

The Swiss **Groundwater Management, Use and Protection Programme (GWP)**⁹ aims to build long-lasting groundwater governance capacities at national and local levels so that North Macedonia can take appropriate and effective actions to sustainably manage its groundwater resources to achieve its social and economic development goals while avoiding irreversible degradation of its aquifer systems. The **overall objective of the GWP** is to strengthen relevant

⁹ The implementation mandate for Phase 1 of the GWP Programme is entrusted to the consortium of Skat Consulting Ltd. (Switzerland) and the Point Pro Consulting Ltd. North Macedonia).

authorities and raise awareness among civil society to implement the provisions of an integrated framework coherent with the requirements of the EU environmental acquis for the sustainable management of groundwater resources in a changing climate.

The Programme's unique nature and longer-term duration provides the opportunities for a lasting positive change in managing ground water resources helping directly to country's sustainability agenda. However, the fulfilment of such an ambitious agenda requires major changes at different levels in the society – institutional, political, and behavioural. And this can only be achieved by major achievement in the overall awareness raising among key societal players on the real value of good water resource management and the improved individual roles of multiple stakeholders.

To facilitate the implementation of the Programme, on a day-to-day basis, a so-called **Programme Facilitation Unit (PFU)** is hosted together by the Skat Consulting Branch in Skopje and PointPro Consulting. The PFU is responsible for direct implementation of activities.

B. STRATEGIC APPROACH

The **overall strategy of the GWP** is founded upon the principles of contemporary groundwater management concepts and approaches to efficient and sustainable use and protection of groundwater resources. The Programme aims to support the implementation of a more comprehensive, dynamic, and highly participatory approach of managing groundwater resources at river basin scale, aligned with the principles of the EU WFD/GWD. This transformation is expected to lead to increased performance, transparency, and accountability in the country's water governance, while fostering its social equity, economic efficiency, and environmental sustainability.

GWP is designed as a long-term Programme over three successive implementation phases (with a 10-year planning horizon) that seeks to integrate and scale-up previous results, address systemic shortcomings and provide ongoing capacity development support for a modern groundwater governance model. All phases are underpinned by a results-oriented policy dialogue of the Swiss Embassy fed and explored by the Programme and designed as evidence-based advice and advocacy for the (ground)water sector and related policy reforms.

The phases include the following:

- **Phase 1** builds up concrete knowledge, awareness, capacity, tools, mechanisms, and frame conditions for enabling comprehensive groundwater management and planning that will feed meaningfully into the next cycle of the RBMP (2028-2032). This will e.g. involve initiating long-term governance reforms by establishing a Permanent Working Group on Groundwater, launching institutional capacity building, developing educational programme, empowering civil society organisations and public awareness-rising campaigns, supporting harmonization and efficiency of legislation as well as background research, improving the groundwater information system and updating the Vardar RBMP. The prototypes for several improved groundwater management practices will be piloted in the Vardar River Basin for upscaling in Phase 2 of the GWP.
- **Phase 2** will build on the results of Phase 1 and largely be focused on further supporting comprehensive groundwater management and planning, as well as the upscaling of prototyped and validated practices from Phase 1 at the national level. It will do this whilst consolidating groundwater-related knowledge and skills, promoting behavioural and mindset changes, and introducing educational programmes and scientific collaborations. It may open a transboundary cooperation chapter.
- **Exit Phase** shall aim principally at consolidating and capitalizing on the Programme achievements for further institutionalisation. It will assess the level achieved and review

groundwater resource management practises and measures implemented. All this will contribute to greater sustainability of the processes undertaken and results achieved.

The recently launched four-year Phase 1 of the GWP Programme (January 2024 – December 2027) focuses on three main Outcomes:

- 1. Outcome 1. Key institutions and stakeholders (public, private, civil society) have increased access to skills and knowledge in the field of integrated and sustainable groundwater management**
- 2. Outcome 2. A more conducive legal and regulatory framework for integrated groundwater management is advanced by competent ministries**
- 3. Outcome 3. The conditions for better planning and management of groundwater in the Vardar River Basin are in place.**

The Programme's unique nature and longer-term duration provides the opportunities for a lasting positive change in managing ground water resources helping directly to country's sustainability agenda. However, the fulfilment of such an ambitious agenda requires major changes at different levels in the society – institutional, political, and behavioural. And this can only be achieved by major achievement in the overall awareness raising among key societal players on the real value of good water resource management and the improved individual roles of multiple stakeholders.

Positioning the Programme on the right path toward enabling such a long-term transformation, would require complex communication, education and awareness raising activities at different levels (central, river basin and local).

C. REQUESTED SERVICES:

The objective of the assignment is development of a visual identity and branding of the Groundwater Use, Management and Protection Programme – Phase 1, enhanced internet presence of the Programme through various channels, i.e. website and social media (Facebook, LinkedIn, Instagram) and Content management. The activities foreseen contribute to the main aim of the Programme, that is to build long-lasting capacities at national and local levels so that North Macedonia can take appropriate and effective actions to sustainably manage its water resources to achieve its social and economic development goals, through the communication, education and awareness raising activities at different levels (central, river basin and local). The effective communication delivery involves (a) creation of a visual identity of the Programme, (b) development of a modern, functional, technically advanced and intuitive website, (c) production of communication content, and (d) development and management of social media accounts, which would be effective tools for the implementation of the communication objectives of the Programme.

D. DUTIES AND RESPONSABILITIES

Under the supervision of the Team Leader of the GWP supported by the outcome managers of all three outcomes, the overall guidance of the Programme Manager, and very close collaboration with the Donor and the Programme's key beneficiaries/stakeholders, the Contractor shall be responsible for the following main tasks:

Task 1: Branding services

The objective of the services requested under Task 1 is to develop the visual identity of the Programme in close cooperation with the PFU, taking into account the provisions of the Programme Document (ProDoc), the Communication Guide for Partners, the Communication for Development – A Practical Guide, the Visibility Guide – Implementation Projects by Skat Consulting Ltd. and the GWP’s Communication Strategy. It foresees development of design proposals and the submission of ready-to-use designs, and in particular the contractor shall provide the following services:

- **Research and Concept Development**
 - Conduct a brief analysis of the Programme’s objectives and its target audience.
 - Hold consultations with the Programme’s team to understand key themes, values, and messages to be conveyed.
 - Research best practices for designing visual identity elements for environmental and water resource-related initiatives.
- **Icon and Logo Designs**
 - Develop multiple design concepts, focusing on key themes such as water sustainability, resource protection, and management.
 - The developed designs should be scalable and adaptable for different mediums (e.g., print, digital, signage).
 - Provide variations of the designs in terms of colours, typography, and layout for discussion and refinement.
 - Finalise the selected designs based on feedback from the Swiss Embassy and Programme team.
- **Slogan Creation**
 - Develop multiple slogan options that are concise, memorable, and aligned with the Programme’s vision and mission.
 - Each slogan should emphasize the importance of groundwater protection, sustainable management, and efficient use.
 - Ensure that the slogan can be effectively used in combination with the icon.
- **Design additional illustrations as needed (approximately 10 illustrations)**
- **Designs of Stationery and admin materials, publication templates, printed collateral, visibility products, social media channels (Facebook, Instagram, LinkedIn)**

Task 2: Development and maintenance of the website¹⁰ and social media accounts

The objective of the services requested under Task 2 is to develop and maintain an intuitive website on a secure platform and social media accounts (LinkedIn, Facebook, Instagram) that will enable further promotion of the Programme and foster collaboration with stakeholders (general public, pupils, students, researchers, scientists, universities, schools, government, public companies, business sector, chambers, NGOs, CCOs). The main activities to be performed by the Contractor, under Task 2 are:

- Domain registration and renewal (if required).
- Website hosting and renewals (if required).

¹⁰ Web sites for reference

[Home - Landscape Fire Management in the Western Balkans IWRM Website](#)

- Website design in line with the proposals of the GWP Communication Strategy.
- Easy-to-navigate website structure with information on GWP work proposals.
- Developed WordPress website template. Categorisation and menu will be agreed between GWP Project Team and Service Provider.
- Facilitate user engagement and interaction by developing the user interface (UI) in line with modern design.
- Test the user experience (UX) to develop the user interface and functionalities of the website.
- Create a mobile and accessible website that is optimised for search engines.
- Test the website during its development with focus on two age– groups: students and citizens above 50 years of age.
- Development of social media accounts (LinkedIn, Facebook, Instagram).
- Enable a preview of posts published on social media (connection with social media).
- Maintenance and minor upgrades of the website that are necessary to ensure the smooth functioning of the website over a longer period of time (10 years). Should major upgrades be required, then such updates are not part of this ToR.

Task 3: Regular production of communications and outreach materials

The objective of the services requested under Task 3 is the continuous and regular production of communication and outreach materials on the programmatic activities and their publication on the website and social media channels. The regular production and publication of GWP activities will enable the further promotion of the Programme and the enhancement of collaboration with stakeholders (general public, pupils, students, researchers, scientists, universities, schools, government, public companies, business sector, chambers, NGOs, CCOs). The main activities under Task 3 are:

- Conceptualization, production and publication of newsletters, bulletins, blogs together with the GWP staff in accordance with the annual work plan of activities (specifics to be agreed during inception phase).
- Conceptualization, production and publication of social media channels posts (number of posts depending on the implementation dynamics/ up to 15 posts a month).
- Preparation and publication of results, deliverables, advertisements, etc on the web site.
- Monitor and evaluate the effectiveness of communication and outreach efforts.
- Press conference management (main press conference, at the beginning of implementation of communication activities, to directly communicate the main messages, information, activities and the foreseen dynamics for the implementation of the Programme and to build relations with the media. In addition, the visual identity of the Programme will be promoted.
- Plan, design and carry out additional communication activities, draft information, content and/or products for outreach to diverse audiences across the country.

E. MAIN OUTPUTS/DELIVERABLES

DELIVERABLES	TIMEFRAME (months after signing of contract)	PAYMENT SCHEDULE
Deliverable 1: Brand book with guidelines	up to one and a half months	15 days after received invoice of approved deliverable
Deliverable 2: Web site launched, with 10 GB of space, 500 GB data transfer, and Social media accounts launched (Facebook, Instagram, LinkedIn)	up to two months	15 days after received invoice of approved deliverable
Deliverable 3: Content Management	monthly, starting from the web site and social media accounts launch month	15 days after received invoice of approved deliverable

F. QUALIFICATION REQUIREMENTS

A two-stage procedure is utilized in evaluating the proposals, with an evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals (expertise of the firm in similar projects, methodology and approach and qualifications of the staff with relevant experience) and the price has allocated 300 points.

The contract will be awarded to the company with the highest aggregate score based on the technical and financial proposal.

The Contractor (national company) shall be a legal entity registered in North Macedonia, in the relevant industry, have experience of **at least 7 years** in building visual identities, developing websites, social media accounts, and communication and outreach services (content management) as part of its portfolio of work. It will have a record of **at least 5 projects** of comparable nature and degree of complexity. The company may engage external qualified expert(s) in environmental area, relevant to Programme, (biology, water management, and similar) if needed, as support in the process of creation of the various publications, by providing corresponding statements of engagement.

The scope of work requires a team of skilled professionals and support staff with previous relevant experience.

Proposal requirements

- The interested bidders need to develop a concise methodology describing the approach and all the steps to be undertaken that will lead toward successful completion of the assignment. The methodology will be evaluated for the demonstrated responsiveness to the requirements of the ToR, as well as creativity of ideas and overall presentation.
- Portfolio showcasing previous work with similar projects (minimum 3 examples).

- A team of qualified professionals with relevant expertise. The proposed team will consist of, minimum:
 - **Team Leader – Marketing expert (Key expert 1)** with minimum of 10 years of experience in marketing,
 - **Graphic designer (Key expert 2)** with minimum of 10 years of experience in graphic design and/or development of visual identity and branding services,
 - **Web developer (Key expert 3)** with minimum of 10 years of experience in web development,
 - **Social media and content manager (Key Expert 4)** with minimum of 10 years of experience in social media management and production of various content related to water and/or environment for organisations in North Macedonia
- Proposed approach and timeline for completion per components, i.e. per deliverables of part E. Main outputs/deliverables.

Proposals will be evaluated based on:

- Experience and qualifications.
- Creativity and quality of previous work.
- Cost-effectiveness.

G. TERMS AND CONDITIONS

- *Language*

Language of products/deliverables is listed in the Main Outputs/Deliverables section above. The quality of the documents is subject to review prior to approval. High quality proofreading is mandatory.

- *Duration of the assignment*

Maximum duration of the assignment is up to 31.12.2027, last date of the Contract.

- *Methodology*

The interested bidders need to develop a concise methodology describing the approach and all the steps to be undertaken that will lead toward successful completion of the assignment. The methodology will be evaluated for the demonstrated knowledge of the local context, responsiveness to the requirements of the TORs, as well as creativity of ideas and overall presentation.

- *Travel*

Representatives of the Contractor are expected to travel for the needs of the required research, partaking in meetings and other needs. All travel related costs need to be included in company's offers.

- *Ownership and submission of data, reports and other material produced*

All primary data, reports, photos, video material, visual elements and other products during this assignment shall be made available to Programme in electronic format. The Programme keeps the right to use all products without any restrictions (e.g., in various publications, websites, presentations).

- *Payment schedule*

The payment will be processed in instalments based on the deliverables/milestones defined in the contract signed and in accordance with the company's proposed methodology and approach.

Annex 2: Bidder Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Title]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

1. have no conflict of interest in accordance with Instruction to Bidders Clause 4;
2. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
3. undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the GWP.

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

We offer to provide services in conformity with the Bidding documents, including the General Conditions of Contract and in accordance with the Terms of Reference.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should GWP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Annex 3: Bidder Information Form

The legal name of Bidder	
Legal address	
Year of registration	
Bidder's Authorized Representative Information	
Country/ies of operation	
No. of full-time employees	
Quality Assurance Certification¹¹ (e.g. ISO 9000 or Equivalent) (If yes, provide a copy of the valid Certificate):	
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a copy of the valid Certificate):	
Person the GWP may contact for requests for clarification during the Proposal evaluation	

¹¹ The possession of such certification is not a mandatory requirement. However, it may result in acquiring slightly higher score on the Bidder's qualifications, capacity and experience assessment.

Annex 4: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Title]		

Documents to be submitted along with Annex 4:

Previous Relevant Experience

Please list only previous similar assignments successfully completed [as per the requirements in the Terms of Reference related to relevant experience].

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the GWP.

No.	Project name and a brief description	Client & Reference Contact Details	Contract Value	Period of activity and status
1				
2				
3				
4				

Expertise

Please list all experts and their qualifications in the list provided in addition to requirements under Annex 5 [as per the requirements in the Terms of Reference related to relevant experience].

No.	Position	Relevant projects are (please check the requirements in TOR for the relevance of projects)	Educa-tion	Total-experi-ence/experience in relevant projects (years)	Other
1.		1. 2. 3.			
2.		1. 2. 3.			

Annex 5: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Title]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and, expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and, project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 The relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures, accreditations and certificates (such as ISO or similar), and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

At a minimum, the CV shall include the following information outlined below

Name of Personnel	[Insert]
Position for this assignment / Area of Expertise (from the TORs)	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
Professional certifications	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>
Professional certifications	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, the title of position held, and location of employment. For experience in the last five years, detail the type of activities performed, degree of responsibilities, location of assignments, and any other information or professional experience considered pertinent for this assignment.]</i>
Employment Record/ Experience	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
References	Reference 1: [Insert]
References	Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Annex 6: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Title]		

We, the undersigned, offer to provide the services for [Insert RFP Title] in accordance with your Request for Proposal No. **RFP 04/2024** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in Description of Requirements [Annex 1].

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with the official stamp of the Bidder]

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

The currency of the proposal: MKD

Table 1: Summary of Overall Prices

Amount(s)	
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees (THIS IS JUST a SAMPLE)

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump-Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/Activity description	Time (person-days)	Professional Fees	Other Costs	Total
Deliverable 1				
Deliverable 2				
Deliverable 3				
.....				

Payment is deliverables based

Annex 7: Evaluation Criteria

A two-stage procedure is utilised in evaluating the proposals, with an evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals (methodology, approach and implementation plan qualifications of the staff with relevant experience) and the price has allocated 300 points.

The contract will be awarded to the company with the highest aggregate score based on the technical and financial proposal.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation		Max obtainable points	Company / Other Entity				
			A	B	C	D	E
1.	Expertise of the organisation	100					
2.	Proposed methodology, approach and implementation plan	300					
3.	Proposed team (composition, qualifications and experience)	300					
Total max:		700					

Section 1. Expertise of the organisation		Max obtainable points
1.1	Company profile and evidence of capacity/organization capability (see Annex 5, Format of Technical Proposal, SECTION 1: Bidder's qualification, capacity, and expertise)	30
1.2	Experience (at least 7 years) in developing and implementing communications, public relations, marketing strategies and plans, advocacy work, and/or mobilization of stakeholders/communities for different development projects/initiatives.	7y=15
		8y-10y=18
		>10y=20
1.3	Record of minimum 5 projects of comparable nature and degree of complexity (communication strategies, action plans, PR consultancies, marketing strategies, projects involving complex communication activities).	5 projects=15
		6-10 projects=22
		>11 projects=30
1.4	A record of at least 1 project of comparable nature and degree of complexity (communication strategies, action plans, PR consultancies, marketing strategies, projects involving complex communication activities) shall be implemented in North Macedonia	1 project=10
		2-5 projects=15
		>6 projects=20
Max Total Section 1:		100

Section 2. Proposed Methodology, Approach and Implementation Plan		Max obtainable points
1.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	60
1.2	Description of the Offeror's approach and methodology for meeting the requirements of the Terms of Reference.	80
1.3	Details on how the different service elements shall be organized, controlled, and delivered.	50
1.4	Description of available performance monitoring and evaluation mechanisms and tools. How they shall be adopted and used for a specific requirement.	50

1.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic.	60
Max Total Section 2:		300

Section 3. Proposed team (composition, qualifications and experience)				Max obtainable points
2.1 KE1 - Team Leader	Minimum requirements			
Minimum of 10 years of general experience in marketing	Yes/No			
	Bachelor's degree	Master's degree		
Level of education (in Communications, Marketing, Public Relations or a related field)	15	20		20
	Up to 3 projects	4-6 project	6 projects and above	
Number of assignments as Team Leader in projects with similar scope/ of similar activities	38	46	55	55
2.2 KE2 – Graphic Designer	Minimum requirements			
Minimum of 10 years of general experience in graphic design	Yes/No			
	Bachelor's degree	Master's degree		
Level of education (in Graphic Design, Visual Arts, Fine Arts, or a related field)	15	20		20
	Up to 3 projects	4-6 project	6 projects and above	
Number of assignments as Graphic Designer of similar scope	38	46	55	55
2.3 KE3 – Web Developer	Minimum requirements			
Minimum of 10 years of general experience in web development	Yes/No			
	Bachelor's degree	Master's degree		
Level of education (in Computer Science, Information Technology, Web Development, or a related field)	15	20		20
	Up to 3 projects	4-6 project	6 projects and above	
Number of assignments as Web Developer of similar scope	38	46	55	55
2.4 KE4 – Social media and content manager	Minimum requirements			
Minimum of 10 years of general experience in social media and content management	Yes/No			
	Bachelor's degree	Master's degree		
Level of education (in Communications, Marketing, Journalism, Public Relations, or a related field)	15	20		20
	Up to 3 projects	4-6 project	6 projects and above	
Number of assignments as Social media and content manager of similar scope	38	46	55	55
Max Total Section 3:				300

Failing to meet the mandatory requirements (e.g., educational background requirements, years of professional experience, number of relevant previous projects), even one of all will lead to disqualification.

An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. A proposal shall be considered non-responsive and rejected if it fails to substantially satisfy the requirements of the TOR, or it fails to achieve a minimum technical score (70% of 700 points or 490 points) as specified in the RFP.

The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals. The offer with the lowest price will receive a total of 300 points. Other offers with higher prices will receive their respective scores according to the following formula:

$$\frac{\text{Lowest Bid}}{\text{Proposed Bid}} \times 300$$

The proposal will be awarded with the highest aggregate score based on the technical and financial proposal. The remaining financial proposals of Offeror's whose technical proposals are deemed unacceptable or unqualified shall remain unopened can be returned.

Annex 8: Terms and Conditions for Contracts

1. LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the GWP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the GWP. For the purposes of this agreement, the Contractor is defined as a business that agrees to conduct work for the GWP as specified under the terms of a contract. The term "Contract" includes the general terms and conditions set forth in the body of this document (the "Terms and Conditions for Contracts Terms").

2. SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from anyone else but the GWP in connection to its services under this contract. The Contractor shall refrain from any action that may adversely affect the GWP and shall fulfil its commitments with the fullest regard to the interests of the GWP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims, or obligations under this Contract except with the prior written consent of the GWP.

5. SUB-CONTRACTING:

In the event, the Contractor requires the services of sub-contractors in the course of the implementation of the assignment (unless specified in the Proposal/Offer/Bid), the Contractor shall obtain the prior written approval and clearance of the GWP for all sub-contractors. The approval of GWP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of GWP has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless, at its own expense, the GWP, its officials, agents, servants, and employees from and against all third-party claims, suits, obligations, causes of action, demands, and all losses, damages, judgments, the liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability, and liability arising out of the use of patented inventions or devices, copyrighted material, or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES:

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

9. LIENS:

The Contractor shall not cause or permit any lien, attachment, or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the GWP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by GWP shall rest with GWP and any such equipment shall be returned to GWP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to GWP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate GWP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS, AND OTHER PROPRIETARY RIGHTS:

Except as is otherwise expressly provided in writing in the Contract, the GWP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the GWP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the contract and the Contractor acknowledges and agrees that such products, documents, and other materials constitute works made for hire for the GWP.

To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the GWP does not and shall not claim any ownership interest thereto, and the Contractor grants to the GWP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

All maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the GWP, shall be made available for use or inspection by the GWP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to GWP authorized officials on completion of work under the Contract.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF GWP

The Contractor shall not in any manner whatsoever use the name, emblem, or official seal of the GWP in connection with its business or otherwise unless expressly allowed in writing by authorized GWP officials.

13. CONFIDENTIALITY:

Information and data that is considered proprietary by either Party and that are delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

The recipient ("Recipient") of such information shall:

- a) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- b) use the Discloser's Information solely for the purpose for which it was disclosed.

Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract, the Recipient may disclose Information to:

- a) any other party with the Discloser's prior written consent; and,
- b) the Recipient's employees, officials, representatives, and agents who have a need to know such information for purposes of performing obligations under the Contract, and employees, officials, representatives, and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such information for purposes of performing obligations under the Contract.

The Contractor may disclose Information to the extent required by law, provided that the Contractor will give the GWP sufficient prior notice of a request for the disclosure of information in order to allow the GWP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

The GWP may disclose Information to the extent as required by national law in North Macedonia.

These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the GWP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the GWP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the GWP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the GWP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party.

GWP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case the GWP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination by the GWP no payment shall be due from the GWP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the GWP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the GWP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of this Contract or the breach, termination, or invalidity thereof. This Contract shall be construed and interpreted, and the legal relations created hereby shall be determined in accordance with the laws of the Republic of North Macedonia. The parties' consent to the exclusive jurisdiction of, and agree that venue lies solely with, the state courts located in the Republic of North Macedonia.

17. TAX EXEMPTION

GWP is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the GWP's exemption from such taxes, duties, or charges, the Contractor shall immediately consult with the GWP to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes the GWP to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with the GWP before the payment thereof and the GWP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the GWP with written evidence that payment of such taxes, duties, or charges has been made and appropriately authorized.

18. OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

19. AUTHORITY TO MODIFY:

Only the GWP Authorized Official possesses the authority to agree on behalf of the GWP to any modification of or change in this Contract, to a waiver of any of its provisions, or any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the GWP unless provided by an amendment to this Contract signed by the Contractor and jointly by the GWP.