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

Phase 1
January 2024 – December 2027

Implementation of targeted water quality monitoring program for establishment of reference conditions for surface water bodies in Vardar River Basin

RFO-03-2026

Request for Offer

March 2026

SKAT Partners for Impact

Point Pro Consulting

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INVITATION FORM

Programme title:	Groundwater Management, Use and Protection Programme (GWP) in North Macedonia – Phase 1
Reference:	**Request for Offer: Implementation of targeted water quality monitoring program for establishment of reference conditions for surface water bodies in Vardar River Basin (RFO-03-2026)**
Internal code:	*Activity 3.2-2 Development of Classification System for surface and groundwater bodies (T322.A Development of hydro-morphological assessment framework harmonized with other water quality elements, T322.B Revision and delineation of groundwater bodies with GIS datasets,T322.C Development of typology for surface water bodies with GIS datasets, T322.D Revision and delineation of surface water bodies with GIS datasets, T322.E Definition of reference conditions and development of classification system for ecological status, potential and chemical status)*
Type of contract:	Contract for Services
Duty station:	Skopje, North Macedonia / Home office
Duration of contract:	8 months
Announcement date:	12 March 2026
Submission deadline:	31 March 2026 16.30 CET

Dear Sir / Madam:

The "Groundwater Management, Use and Protection Programme (GWP)"[1] (hereinafter the Programme or GWP) kindly invite you to submit your Proposal[2] in MKD or EUR[3] (VAT excluded) for **Implementation of targeted water quality monitoring program for establishment of reference conditions for surface water bodies in Vardar River Basin**. The proposal must be submitted electronically **before 16.30 CET on 31 March 2026** 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: RFO 03/2026 Implementation of targeted water quality monitoring pro-gram for establishment of reference conditions for surface water bodies in Vardar River Basin

[1] The Programme is funded by the Government of Switzerland and 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] For national bidders the financial proposal must be in MKD and for international bidders in EUR.

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-mail[4].

Companies failing to meet this requirement will be disqualified. Your Proposal must be valid for a minimum period of 120 days, after the deadline of the submission of the proposals.

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 General 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 (see Annex 9).

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.

[4] 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.

DESCRIPTION OF REQUIREMENTS

1	**Brief Description of the Required Services**	The objective of the assignment is implementation of targeted monitoring programme that includes a range of biological parameters to support the ongoing process of development of classification system and reference conditions for surface water bodies in the Vardar River Basin. The system must be developed with a focus on practical implementation in Vardar River basin and used in the efforts of development of the management plan for this river basin by the Groundwater Management Programme (GWP).
2	**List and Description of Expected Outputs to be Delivered**	Refer to the main deliverables and indicative timetable described in the Terms of Reference. **All deliverables shall be submitted in English language.**
3	**Frequency of Reporting and Progress Reporting Requirements**	As per the Terms of Reference and agreed with GWP prior to contract signing
4	**Location of work**	☐ Exact Address/es [pls. specify] ☒ At Contractor's Location
5	**Expected duration of work**	8 months after the signing of the contract
6	**Target start date**	1st May 2026
7	**Estimated completion date**	31th October 2026
8	**Language of the Proposal**	English
9	**Pre-proposal conference**	Not Applicable
10	**Travels Expected**	All costs for the implementation of the targeted monitoring programme needs to be covered by the contractor and included in the financial offer including the costs for the accommodation and travel costs.
11	**Implementation Schedule indicating breakdown and timing of activities/sub-activities**	☐ Required ☒ 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**	☒ Required ☐ Not Required
13	**Currency of Proposal**	☐ Other currency (if required) ☒ EUR (For international bidders) ☒ MKD (For national bidders)
14	**Value Added Tax on Price Proposal[5]**	☐ must be inclusive of VAT and other applicable indirect taxes ☒ 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***	☐ 60 days ☐ 90 days

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

	last day of submission of quotes)	☒ 120 days
20	**Partial Quotes**	☒ Not permitted ☐ Permitted
21	**Payment Terms**	The payment will be processed in instalments based on the deliverables/milestones defined in the contract signed.
22	**Type of Contract to be Signed**	☒ Contract for Professional Services ☐ Other Type of Contract [pls. specify]
23	**Evaluation Method for the Award of Contract**	☒ Full acceptance of the GWP's Contract General 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**	The lowest priced offer among the technically compliant/responsive offers will be selected
25	**GWP will award the contract to**	☒ One and only one Service Provider ☐ One or more Service Providers, depending on the following factors:
26	**Contract General Terms and Conditions[6]**	General Terms and Conditions for contracts (goods and/or services)
27	**Annexes to this RFO[7]**	☒ Annex 1: Terms of Reference ☒ Annex 2: Bidder Submission Form ☒ Annex 3: Bidder Information Form ☒ Annex 4: Qualification Form ☒ Annex 5: Technical Proposal Form ☒ Annex 6: Financial Proposal Form ☒ Annex 7: Evaluation Criteria ☒ Annex 8: General Terms and Conditions for Contracts
28	**Contact for Inquiries (Written inquiries sent by email only)[8]**	**Email to: northmacedonia@skat.ch** 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**	5 days before the deadline for submission of offers.
30	**Manner of Disseminating Supplemental Information to the RFO and responses/clarifications to queries**	By e-mail to the requesting bidder
31	**Documents to be submitted**	☒ 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)

[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.

[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 2: Bidder Submission Form ☒ Annex 3: Bidder Information Form ☒ Annex 4: Qualification Form ☒ Annex 5: Technical Proposal Form including CVs of proposed experts for the assignment, as per the qualification requirements in the TORs ☒ CVs of proposed experts for the assignment, as per the qualification requirements in the TORs ☒ Annex 6: Financial Proposal Form ☒ (Optional) Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any
32	**Other**	

Annex 1: Terms of Reference

Implementation of targeted water quality monitoring program for establishment of reference conditions for surface water bodies in Vardar River Basin

BACKGROUND

The Swiss-funded Groundwater Management, Use and Protection Programme (GWP) 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 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 ground-water resources in a changing climate.

Phase 1 is designed to establish the basis for a long-term transformation of groundwater (GW) management. The development of the Vardar River Basin Management Plan (RBMP) covering about 80% of the total GW bodies (68 out of 80 municipalities with around 86% of country population) will be used as the main tool for capacity development of national and local institutions and awareness raising. Phase 1 shall create the institutional and legal conditions and the knowledge base for managing groundwater in an integrated manner. The expected results of Phase 1 (2024- 2027) include (a) strengthening the competencies of key institutions and stakeholders for integrated and sustainable groundwater management; (b) harmonizing and consolidating the legal framework; (c) developing the Vardar RBMP; and (d) implementing pilot projects with farmers, public utilities, the private sector and municipalities.

Several critical gaps impede effective planning and management of surface and groundwater bodies in the Vardar River Basin, the most significant being the absence of a formally adopted Vardar River Basin Management Plan aligned with EU water legislation (WFD and GWD).

Backed with comprehensive technical review of all available documents pertaining to Vardar River Basin management planning which was conducted by team of internal and external experts from the GWP program, it was decided by the Ministry of Environment and Physical Planning as competent authority (CoA) for River Basin management planning to develop new plan. The process of development of the new plan is foreseen as coordination and implementation of key four categories of sub-projects as set of activities identified as shortcomings in the reviewing process. The sub-projects, which will serve as the core components of the River Basin Management Plan include: 1) **“River basin management”** (Focused primarily on the administrative aspects of the planning process, this subproject coordinates activities across other subprojects, manages stakeholder engagement, ensures process coherence and thoroughness, and oversees the drafting of key documents); 2) **“Development of classification system for surface and groundwater bodies”** (Development of an innovative WFD-based approach for assessing water quality in North Macedonia, involving an in-depth biological and chemical analysis of field data.); 3) **“Development of study on pressures and Impact to the surface and groundwater bodies”** (Development of tools, models, and foundational resources to support informed decision-making in water management.); 4) Subproject **“Development of water information system”** (Providing robust support for comprehensive data collection, management, and sharing to ensure an efficient planning process, while facilitating foundational integration and alignment across activities.)

RATIONALE

Development of a classification system for surface water bodies is a critical component in effective water resource management and environmental protection. This system not only provides a standardized framework for assessing the ecological and chemical status of water bodies but also ensures compliance with the Water Framework Directive (WFD. A well-defined classification system incorporates key elements such as biological, hydro-morphological, and chemical assessments. Biological assessments evaluate the health of aquatic ecosystems through indicators like aquatic flora, benthic invertebrates, and fish populations. Hydro-morphological assessments consider factors such as river continuity and morphological conditions, while chemical evaluations focus on pollutant concentrations and adherence to environmental quality standards (EQS). By systematically categorizing surface water bodies based on these critical dimensions, the classification system aids in identifying those that are at risk, directing management efforts towards their restoration and protection. Moreover, this system supports river basin management planning by providing essential data for informed decision-making regarding water allocation, pollution control, and ecosystem protection.

Reference conditions play a pivotal role in the classification system for surface water bodies, particularly as they relate to the biological quality elements mandated by the Water Framework Directive (WFD). These reference conditions represent the baseline ecological status of water bodies in their natural or minimally disturbed state, serving as a benchmark against which current conditions can be compared. Establishing reference conditions is essential for accurately assessing the ecological health of aquatic ecosystems, as it enables the identification of deviations caused by human activities, pollution, and environmental stressors. The importance of having well-defined reference conditions lies in their ability to provide a clear framework for evaluating biological quality elements such as aquatic flora, benthic invertebrates, and fish populations.

The linkage between reference conditions and biological quality elements also underscores the need for rigorous data collection and analysis in the monitoring process. Accurate assessment of biological indicators in relation to reference conditions helps ensure that water bodies are not only protected but also restored to their natural states wherever possible. Integration of reference conditions within the classification system is essential for establishing benchmarks, guiding effective management practices, and ensuring that the biological quality elements aligned with the WFD are adequately addressed.

The groundwater program has undertaken comprehensive task to develop first ever classification system following the steps of delineation and assign appropriate water types of all water bodies in the Vardar river basin. The preliminary delineation and typology of the surface water bodies for Vardar river basin have been conducted and list of water body types identified. In order to complement the system, there is particular gap identified in the absence of a systematic framework necessary for accurately evaluate the ecological and chemical status of water bodies. One of the prominent deficiencies highlighted is the lack of available data that is essential for establishing reference conditions. This shortfall significantly hinders the ability to conduct effective ecological assessments and implement targeted management strategies aligned with the Water Framework Directive (WFD).

The deficiencies stemming from this lack of data are substantial. Without baseline information to define what constitutes a healthy or natural state for water bodies, it becomes challenging to identify ecological degradation, assess the impact of human activities, or set meaningful restoration goals. Additionally, the insufficient data undermines the effectiveness of monitoring efforts, making it difficult to track changes over time and evaluate the success of management interventions.

Following the process of identification/delineation of the main water bodies in the Vardar River Bain, a targeted monitoring programme supporting the efforts for establishing reference conditions has been proposed to fill-in the existing data gaps that inhibit a better understanding of the ecological status of the water bodies (support the process of classification of the water bodies) and setting scientifically informed reference conditions based on real data, offering benchmarks against which current ecological health can be measured.

The Groundwater programme seeks to hire a qualified company/institution/organization with the capacity to implement a targeted monitoring programme that includes a range of biological parameters. Only one sampling campaign is planned as part of this assignment. The exact parameters and the water bodies selected for targeted monitoring program are presented in Annex section of this Terms of Reference. A total of 40 sampling points/stations are included in this targeted monitoring programme.

SCOPE OF WORK

The main objective of the assignment is conducting a targeted water quality monitoring including the necessary field work/sampling and the subsequent laboratory analyses. The contractor shall ensure that key methodological approach, collected and analysed parameters comply with the Rulebook on the Methodology and parameters for water quality and quantity monitoring of all water bodies, except for water bodies intended for human consumption and bathing zones (Official Gazette 86/2022).

DUTIES AND RESPONSIBILITIES

Under the supervision of the Outcome Manager and in collaboration with the expert team engaged by separate contract to develop the classification system the Contractor will be responsible for the following:

- Analyse the findings and suggestions of the ongoing process for the delineation characterization and classification of the water bodies regarding the establishment of reference conditions
- Coordinate the selection of exact monitoring points/stations (micro-locations) with the classification expert team – *(Annex 2 provides the list of water bodies subject to targeted monitoring)*
- Conduct the field work / sampling and necessary laboratory analyses, as per Annex
- Prepare the report summarizing all monitoring results in a form agreed previously with Programme team and classification expert team
- Adhere to the standardized and developed field sampling protocols for biological quality elements, including aquatic flora, benthic invertebrates, and fish populations prescribed in the Rulebook on the Methodology and parameters for water quality and quantity monitoring of all water bodies, except for water bodies intended for human consumption and bathing zones (Official Gazette 86/2022) *(in Annex 1 the parameters for targeted biological monitoring are listed)*
- Provide technical analysis of water quality data and results of conducted chemical parameters assessment.

NOTE: It is expected sampling and laboratory analysis of targeted set of chemical parameters to be conducted by another contractor engaged by separate contract.

MAIN DELIVERABLES

The main deliverable of the assignment is report summarizing all monitoring results and excel database of results. The contractor should ensure the database is developed in appropriate and compatible format for upload in the newly developed water quality platform HMS and future water information system.

Qualification Requirements

The Contractor shall have relevant experience in developing and managing complex projects in the field of water quality monitoring & management and water resources management.

- Minimum relevant experience of 15 years in implementation of projects of comparable nature (implementation of water quality monitoring programmes, or water management projects which include water quality monitoring).
- It shall have a track record of minimum 5 projects of comparable nature (implementation of water quality monitoring programmes, or water management projects which include water quality monitoring).
- A list of these projects must be submitted with the proposal, including contact details for reference checking purposes (e-mail addresses or fax numbers for contact persons).

The scope of work requires an **interdisciplinary team** of skilled professionals with previous experience in similar water quality monitoring projects. Team members shall possess excellent relevant technical skills in order to successfully implement the assignment. The following table summarizes the key qualification requirements of the team members for each of the areas/sub-areas of expertise:

	Team members and/or **areas of expertise**	**Qualification requirements**
1	Team Leader	○ Minimum university degree in relevant area (Environment, Natural Sciences, or similar) ○ Minimum 10 years of professional experience in similar assignments (water quality monitoring and management projects) ○ Record of minimum 5 projects of comparable nature (implementation of water quality monitoring programmes, or water management projects which include water quality monitoring)
2.	General chemistry and nutrients and heavy metals	○ Advanced university degree (minimum MSc) in chemistry, chemical engineering, environmental science or related. ○ At least 10 years of experience in hydro chemical analyses ○ Record of minimum 5 relevant projects (water quality monitoring programmes with focus on hydro chemical analyses) ○ Knowledge of standard chemical techniques for water monitoring
2.1	Biological Quality element (phytobentos)	○ Advanced university degree (minimum MSc) in biology, ecology, environmental science or other related subjects. ○ At least 10 years of experience in hydro biological analyses ○ Record of minimum 5 relevant projects (water quality monitoring programmes where s/he had a role of a phytobenthos expert, projects that include assessment of ecological status of water bodies based on phytobenthos) ○ Experience in techniques for identification of phytobenthos and phytoplankton in rivers/lakes
2.2	Biological Quality element (macrophyte)	○ Advanced university degree (minimum MSc) in biology, ecology, environmental science or related ○ At least 10 years of experience in hydrobiological analyses ○ Record of minimum 5 relevant projects (water quality monitoring programmes where s/he had a role of a macrophytes expert, projects that include assessment of ecological status of water bodies by using macrophytes) ○ Knowledge of techniques for identification of macrophytes and riparian vegetation in rivers and lakes

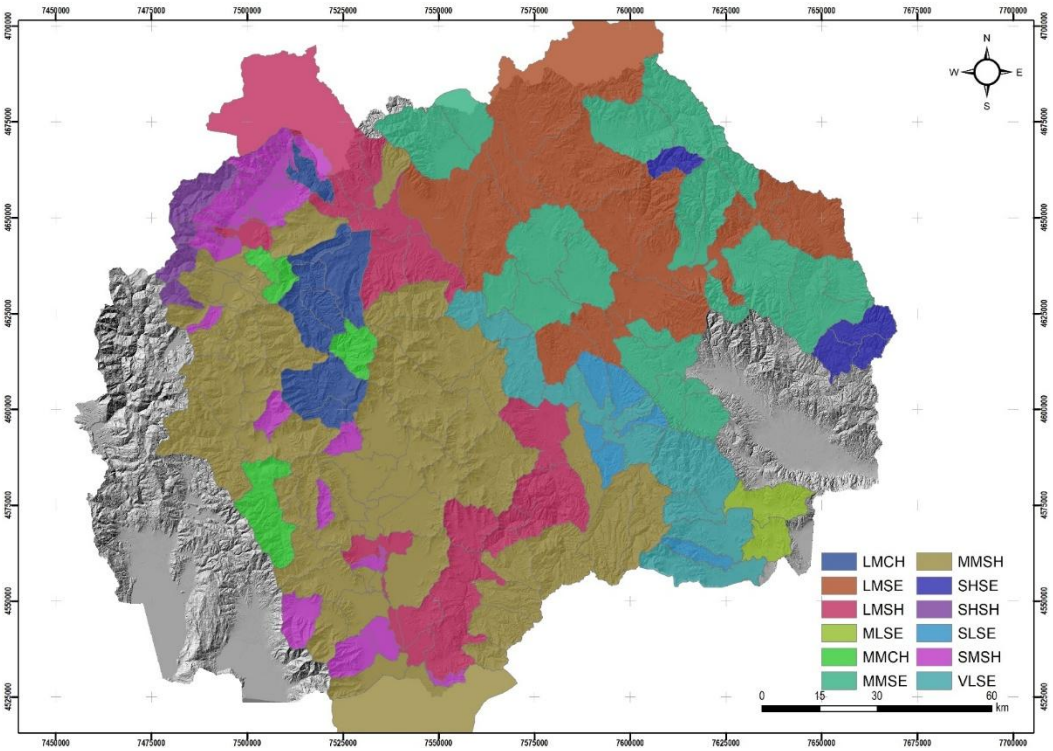
2.3	Biological Quality element (benthic invertebrates)	○ Advanced university degree (minimum MSc) in biology, ecology, environmental science or related ○ At least 10 years of experience in hydro biological analyses ○ Record of minimum 5 relevant projects (water quality monitoring programmes where s/he had a role of a zoobenthos expert, projects that include assessment of ecological status of water bodies based on zoobenthos) ○ Knowledge of techniques for identification of zoobenthos and phytoplankton in rivers and lakes
2.4	Biological Quality element (fish)	○ Advanced university degree (minimum MSc) in biology, ecology, environmental science or other related subjects ○ At least 10 years of experience in hydrobiological analyses ○ Record of minimum 5 relevant projects (fish stock assessments, water quality monitoring programmes where s/he had a role of a fish/fisheries expert, projects that include assessment of ecological status of water bodies by using fish) ○ Knowledge of techniques for identification of fish in rivers and lakes(provide reference to evidence knowledge required)

NOTES:

- There is no limitation on the number of experts per area of expertise, but the detailed evaluation / scoring of the team will be applied to the lead experts only (they must meet the minimum qualification requirements).
  Thus please indicate the lead experts per areas of expertise.

ANNEX 1. Parameters for targeted monitoring[9]

Group	Element	Parameter
Biological	Phytobentos	Composition and abundance of species
		Various biotic indices
	Zoobentos	Composition and abundance of species
		Various biotic indices
	Macrophytes	Composition and abundance of species
		Various biotic indices
	Fish	Composition and density of species
		Various fish indices
	Phytoplankton	Composition and abundance of species
		Biomass (Chlorophyll)



Map: Various types of River Water Body in the Vardar River Basin

[9] All necessary parameters which need to be examined are listed in the Rulebook on the Methodology and parameters for water quality and quantity monitoring of all water bodies, except for water bodies intended for human consumption and bathing zones (Official Gazette 86/2022)

Annex 2: List of water bodies subject to targeted monitoring[10]

No	River	Sampling site	SWB_Name	Area_km2	River_Name	River_Type
1	Anska Reka	Bashiboz	Anska reka	164.2637	Anska Reka	Minor River
2	Babuna	Nezilovo	Babuna 1	343.2913	Babuna	Major River
3	Belichka reka	v. Gorna Belica	Belichka reka	117.0166	Belichka Reka (Beleshnica)	Minor River
4	Belica	Belica	Belica	128.2349	Belica (Skochivir)	Minor River
5	Mala Reka	Samokov	Mala reka	187.3857	Benchenska Reka	Stream
6	Orizarska reka	Orizarska reka 2	Orizarska reka 2	15.31823	Bela Reka (Ori-zari)	Stream
7	Disanska reka	Disanska reka	Disanska reka	63.89775	Disanska Reka	Intermittent
8	Topolka	Drenovo	Topolka 1	94.1895	Begova Reka	Stream
9	Crna River	Rasimbegov most	Crna reka 6	439.1149	Belica (Skochivir)	Minor River
10	Crna River	Dolenci	Crna reka 1	203.2144	Cerska Reka	Stream
11	Negotinska reka	above Timjanik	Negotinska reka	35.37225	Kanal Tikvesh	Channel
12	Doshnica	Doshnica	Doshnica	194.7013	Boshava	Minor River
13	Eleshka	Germijan	Jeleshka reka	918.0049	Jeleshka Reka	Minor River
14	Gradeshka reka	above v. Gradeshnica	Gradeshka reka	119.8438	Garvanska Reka	Stream
15	Patishka reka	above v. Pat-ishka reka	Patishka reka	195.6971	Patishka Reka	Minor River
16	Kriva Reka	Zhidilovo	Kriva reka 1	249.8179	Durachka Reka	Minor River
17	Poboshka Reka	Pobozje	Serava	86.50373	Ljubanska Reka	Stream
18	Lipkovska reka 3	after Lipkovo dam	Lipkovska reka 3	177.9002	Kumanovska Reka	Minor River
19	Luda Mara	Luda Mara 1, Moklishte	Luda Mara 1	140.5339	Bunarska Reka	Stream
20	Bregalnica	Berovo	Bregalnica 1	102.5456	Bregalnica	Major River
21	Bogovinjska reka	Bogovinjska reka 1	Bogovinjska reka 1	52.51863	Bogovinjska Reka	Minor River
22	Treska	Makedonski Brod	Treska 3	131.8343	Drenovska Reka	Stream
23	Obednichica	above v. Smilevo	Obednichica	109.7711	Obednichica	Minor River
24	Osojnica	Laki	Osojnica river	322.9034	Blateshnica	Minor River
25	Markova reka	Markov Manastir	Markova reka 1	100.0021	Markova Reka	Minor River
26	Zelevica river	Zelevica	Zelevica river	109.6297	Bregalnica	Major River
27	Vardar	Jegunovce	Vardar 06	57.25792	Bistrica (Jegunovce)	Minor River
28	Petrushka reka	above Petrovo	Petrushka reka	88.26511	Anska Reka	Minor River
29	Babuna	Babuna 2	Babuna 2	122.843	Babuna	Major River
30	Raec	Raec	Raec	305.1875	Carevichka Reka	Stream
31	Sermeninska reka	above Sermenin	Sermeninska reka	67.28659	Sermeninska reka	Minor River
32	Kadina reka	Krusha	Kadina reka	178.6455	Dojkovachka Reka	Stream
33	Toranica	Toranica	Toranica	17.20979	Kriva Reka	Major River

[10] **List of sampling points can be found on the following KMZ file.**
https://drive.google.com/file/d/15J3zvowq5cS74pGeysI-Gwx4s7Rq1oS6/view?usp=sharing

No	River	Sampling site	SWB_Name	Area_km2	River_Name	River_Type
34	Kichevska Reka	Kichevo	Zajaska reka	208.1035	Bachishka Reka	Minor River
35	Boshava	Demir Kapija	Doshnica	194.7013	Boshava	Minor River
36	Kriva reka 2	Nad Kratovo	Kriva reka 3	447.3945	Kratovska Reka	Minor River
37	Ocha	Ocha	Ocha	76.1625	Ocha	Stream
38	Crna reka 2	Boishka Reka	Boishka Reka	133722.7	Boishka Reka	Minor River
39	Pcinja reka 2	Kasanski Dol	Pcinja reka 2	177.3059	Pcinja	Minor River
40	Pcinja reka 1	Pcinja	Pcinja reka 1	928.1816	Gladnicki dol	Minor River

TERMS AND CONDITIONS

- Language

Language of deliverables needs to be on English. The quality of the documents is subject to review prior to approval.

- Duration of the assignment

The maximum available time for completing the assignment is 8 months upon signing of the contract.

- Travel and associated costs for field/laboratory analyses

All costs for the implementation of the targeted monitoring programme needs to be covered by the contractor and included in the financial offer including the costs for the accommodation and travel costs.

- 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 the 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 RFO Title]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Offer No. [Insert RFO Reference Number] and our Offer. 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 Offer 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 Certification[11] (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
RFO reference:	[Insert RFO 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)	Education	Total-experience/experience in relevant projects (years)	Other
1.		1. 2. 3.			
2.		1. 2. 3.			

Annex 5: Technical Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFO reference:	[Insert RFO 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: 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 in the table below

Name of Personnel	[Insert]
Position for this assignment / Area of Expertise (from the TORs)	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	*[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]*
	[Insert]
Professional certifications	*[Provide details of professional certifications relevant to the scope of goods and/or services]*
	▪ Name of institution: [Insert] ▪ Date of certification: [Insert]

Employment Record/ Experience	*[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.]*
	[Insert]
References	*[Provide names, addresses, phone and email contact information for two (2) references]*
	Reference 1: [Insert] 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 Form

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

We, the undersigned, offer to provide the services for [Insert RFO Title] in accordance with your Request for Proposal No. **RFO XX/2026** 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: For national bidders in **MKD**, for international in **EUR**.

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 ex-penses	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

The received offers will be reviewed on a non-discretionary "pass/fail" basis only. The lowest priced offer among the technically compliant/responsive offers will be selected.

The Contractor shall have relevant experience in developing and managing complex projects in the field of water quality monitoring & management and water resources management.

- Minimum relevant experience of 15 years in implementation of projects of comparable nature (implementation of water quality monitoring programmes, or water management projects which include water quality monitoring).
- It shall have a track record of minimum 5 projects of comparable nature (implementation of water quality monitoring programmes, or water management projects which include water quality monitoring).
- A list of these projects must be submitted with the proposal, including contact details for reference checking purposes (e-mail addresses or fax numbers for contact persons).

The scope of work requires an **interdisciplinary team** of skilled professionals with previous experience in similar water quality monitoring projects. Team members shall possess excellent relevant technical skills in order to successfully implement the assignment. The following table summarizes the key qualification requirements of the team members for each of the areas/sub-areas of expertise:

No.	Evaluation criteria	Fulfilled
Company – Minimum requirements		
1	Minimum 2 projects of comparable nature (implementation of water quality monitoring programmes, or water management projects which include water quality monitoring).	YES/NO
2	Track record of minimum 5 projects of comparable nature (implementation of water quality monitoring programmes, or water management projects which include water quality monitoring).	YES/NO
Team members - Minimum requirements		
Team Leader		
1	Minimum university degree in relevant area (Environment, Natural Sciences, or similar)	YES/NO
2	Minimum 10 years of professional experience in similar assignments (water quality monitoring and management projects)	YES/NO
3	Record of minimum 5 projects of comparable nature (implementation of water quality monitoring programmes, or water management projects which include water quality monitoring)	YES/NO
Expert on general chemistry and nutrients and heavy metals		
1	Advanced university degree (minimum MSc) in chemistry, chemical engineering, environmental science or related.	YES/NO
2	At least 10 years of experience in hydro chemical analyses	YES/NO
3	Record of minimum 5 relevant projects (water quality monitoring programmes with focus on hydro chemical analyses)	YES/NO
4	Knowledge of standard chemical techniques for water monitoring	YES/NO
Expert on biological quality element (phytobentos)		
1	Advanced university degree (minimum MSc) in biology, ecology, environmental science or other related subjects.	YES/NO
2	At least 10 years of experience in hydro biological analyses	YES/NO
3	Record of minimum 5 relevant projects (water quality monitoring programmes where s/he had a role of a phytobenthos expert, projects that include assessment of ecological status of water bodies based on phytobenthos)	YES/NO
4	Experience in techniques for identification of phytobenthos and phytoplankton in rivers/lakes	YES/NO
Expert on biological quality element (macrophyte)		
1	Advanced university degree (minimum MSc) in biology, ecology, environmental science or related	YES/NO
2	At least 10 years of experience in hydrobiological analyses	YES/NO

3	Record of minimum 5 relevant projects (water quality monitoring programmes where s/he had a role of a macrophytes expert, projects that include assessment of ecological status of water bodies by using macrophytes)	YES/NO
4	Knowledge of techniques for identification of macrophytes and riparian vegetation in rivers and lakes	YES/NO
Expert on biological quality element (benthic invertebrates)		
1	Advanced university degree (minimum MSc) in biology, ecology, environmental science or related	YES/NO
2	At least 10 years of experience in hydro biological analyses	YES/NO
3	Record of minimum 5 relevant projects (water quality monitoring programmes where s/he had a role of a zoobenthos expert, projects that include assessment of ecological status of water bodies based on zoobenthos)	YES/NO
4	Knowledge of techniques for identification of zoobenthos and phytoplankton in rivers and lakes	YES/NO
Expert on biological quality element (fish)		
1	Advanced university degree (minimum MSc) in biology, ecology, environmental science or other related subjects	YES/NO
2	At least 10 years of experience in hydrobiological analyses	YES/NO
3	Record of minimum 5 relevant projects (fish stock assessments, water quality monitoring programmes where s/he had a role of a fish/fisheries expert, projects that include assessment of ecological status of water bodies by using fish)	YES/NO
4	Knowledge of techniques for identification of fish in rivers and lakes(provide reference to evidence knowledge required)	YES/NO

Annex 8: General 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 "General Terms and Conditions for Contracts").

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.