Schweizerische Eidgenossenschaft
Confédération suisse
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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

Geodetic Survey of River Cross-Section Profiles

RFO-06-2026

Request for Offer

May 2026

SKAT Partners for Impact

Point Pro Consulting

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1. Invitation form

Programme title:	Groundwater Management, Use and Protection Programme (GWP) in North Macedonia – Phase 1
Reference:	**Geodetic Survey of River Cross-Section Profiles (RFO-XX-2026)**
Internal code:	*Activity 3.2-1 Designing implementation of hydrological, hydrogeological and other background research and monitoring system related to surface and groundwater resources in the Vardar River Basin*
Type of contract:	Contract for Consultancy Services
Duty station:	Skopje, North Macedonia / Home office
Duration of contract:	6 months
Announcement date:	12 May 2026
Submission deadline:	22 May 2026 16.30 CET

Dear Sir / Madam:

The "Groundwater Management, Use and Protection Programme (GWP)" (hereinafter the Programme or GWP) kindly invite you to submit your Offer in MKD (VAT excluded) for Geodetic Survey of River Cross-Section Profiles. The offer must be submitted electronically before 16.30 CET on 22 May 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 06/2026 Geodetic Survey of River Cross-Section Profiles

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[1].

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

[1] 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.

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 RFO.

Thank you and we look forward to receiving your Proposal.

2. Description of requirements

1	**Brief Description of the Required Services**	The scope of work includes professional technical services for conducting geodetic survey of river cross-section profiles. This activity will be conducted in close cooperation with the HMS – Hydrology department responsible for hydrological and morphological water monitoring.
2	**List and Description of Expected Outputs to be Delivered**	
5	**Expected duration of work**	5 months after the signing of the contract
6	**Target start date**	1 June 2026
7	**Estimated completion date**	30 October 2026
8	**Language of the Proposal**	English
10	**Travels Expected**	Countrywide
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) ☐ CHF ☒ MKD
14	**Value Added Tax on Price Proposal[2]**	☐ must be inclusive of VAT and other applicable indirect taxes ☒ must be exclusive of VAT and other applicable indirect taxes
19	**Validity Period of Proposals *(Counting for the last day of submission of quotes)***	☒ 60 days ☐ 90 days ☐ 120 days
20	**Partial Quotes**	☒ Not permitted ☐ Permitted
21	**Payment Terms**	Upon successful completion of the whole tasks and production of all deliverables.
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**	☒ The contract will be awarded to the bidder with the technically satisfactory offer and the lowest price. ☒ Full acceptance of GWP's General Terms and Conditions (GTC). This is a mandatory criterion and cannot be cancelled regardless of the type of services requested. Non-acceptance of the GTC may be a reason for rejection of the offer.
24	**Criteria for the Assessment of Proposal**	Full compliance with all requirements as specified in Annex 1
25	**GWP will award the contract to**	☒ One and only one Service Provider ☐ One or more Service Providers, depending on the following factors

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

26	**Contract General Terms and Conditions[3]**	General Terms and Conditions for contracts (goods and/or services)
27	**Annexes to this RFO**	☒ Annex 1: Terms of Reference ☒ Annex 2: Bidder Submission Form ☒ Annex 3: Bidder Information Form ☒ Annex 4: Technical Offer Form ☒ Annex 5: Financial Offer Form ☒ Annex 6: Evaluation Criteria ☒ Annex 7: General Terms and Conditions for Contracts
28	**Contact for Inquiries (Written inquiries sent by email only)[4]**	**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 working 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) ☒ List of survey hardware and software to be used including details of technical personnel (qualifications, experience, survey engineers, etc.) including valid licences for all software used ☒ Annex 2: Bidder Submission Form ☒ Annex 3: Bidder Information Form ☒ Annex 4: Technical Offer Form ☒ Annex 5: Financial Offer Submission Form ☒ Annex 7: General Terms and Conditions for Contracts ☒ CVs of proposed experts for the assignment, as per the qualification requirements in the TORs

[3] 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.

[4] 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

A. BACKGROUND

The Swiss-funded Groundwater Management, Use and Protection Programme (GWP) overall objective 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 aims to lay the groundwork for long-term groundwater management transformation. The primary focus will be on developing the Vardar River Basin Management Plan (RBMP) to cover a significant portion of groundwater bodies and engage local municipalities, benefiting a large segment of the population. This phase will establish the necessary institutional, legal, and knowledge frameworks for integrated groundwater management. Expected outcomes include enhancing the competencies of key institutions and stakeholders, harmonizing the legal framework, developing the Vardar RBMP, and implementing pilot projects with various community stakeholders.

The process of developing the Vardar River basin management plan as key first even pilot planning document for this particular basin is structured as highly participatory multistakeholder process which aims in parallel to provide strengthening the technical capacity of the key relevant institutions involved in the future development and implementation of such water resources planning approach. Recognizing the importance of the activity and the document for integrated water resources management highly aligned with EU WFD principles, the government has secured national co-funding to be mainstreamed in supporting the National Hydro-meteorological Service (HMS) in implementation of initial surveillance water quality and quantity monitoring program for surface and groundwaters in the Vardar River basin. The program aims to produce data on certain key elements and parameters of quality of water bodies in the basin in order to support assessing the ecological status and prescribing appropriate improvement measure and activities.

In the context of alignment with the European Union Water Framework Directive (WFD), reliable hydrological and hydro-morphological monitoring is essential for achieving and maintaining good status of water bodies. In the country, the HMS is the sole national institution responsible for systematic monitoring of water levels, discharges, and river morphology, and thus plays a key role in providing the data basis for water management and ecological assessment. River cross-sections are dynamic and subject to continuous changes due to natural processes (erosion, sedimentation) and human pressures. As a result, existing cross-sectional data can become outdated, directly affecting the accuracy of stage–discharge relationships (rating curves). Regular geodetic surveys are therefore necessary to support the recalibration of discharge curves and to ensure reliable hydrological data and long-term monitoring consistency.

Accurate cross-sectional data are also essential for hydro-morphological assessment under the WFD, particularly for evaluating morphological conditions and deviations from reference status. Without updated field measurements, the classification of water bodies and the identification of pressures and restoration needs remain uncertain. Therefore, the conducting of geodetic surveys of river cross-section profiles is necessary to ensure accurate and up-to-date discharge calculations through recalibrated rating curves, strengthen the monitoring capacity of the HMS, support compliant hydro-morphological assessment in line with WFD requirements and provide a reliable basis for river basin management planning and decision-making.

The programme seeks to engage professional and highly experienced company for conducting geodetic survey of river cross-section profiles and production of high-resolution orthophoto for each location of the sites subject to survey using UAV photogrammetry.

B. SCOPE OF WORK

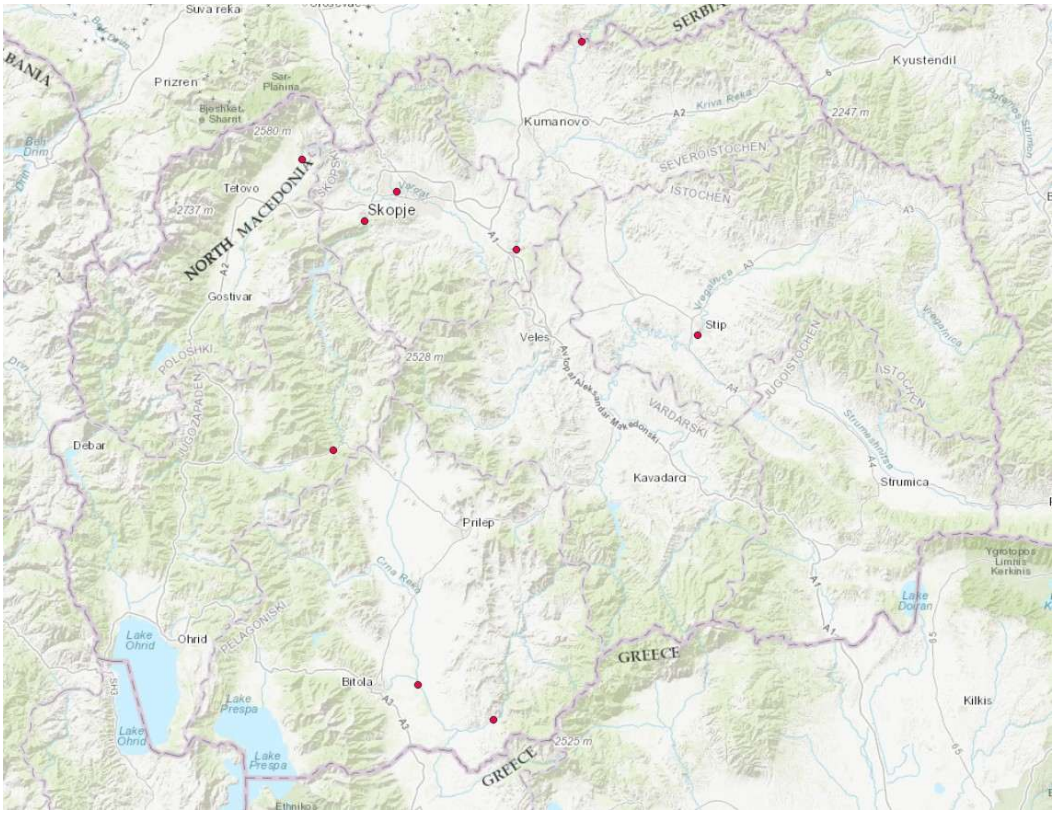
The scope of work includes professional technical services for conducting geodetic survey of river cross-section profiles. This activity will be conducted in close cooperation with the HMS – Hydrology department.

C. DUTIES AND RESPONSIBILITIES

- Analyze the list of identified locations[5] of all important rivers and cross-sections and conduct the geodetic survey of cross section profiles of the rivers
- Geodetic survey of transverse profiles of rivers - perpendicular to flow on selected number of locations, in water and vegetation conditions
    - Survey extent:
        - with an average width of the profiles in the riverbed zone of around 20 m and additionally in the plain part outside the riverbed in the marked buffer zone of ~50 m on both sides of the river axis (2-3 points)
        - The distance between recorded points within the cross section should not be greater than 0.5 m for small rivers, or 1 m for wider channels.
    - Point density:
        - Minimum: 5–7 points for narrow streams
        - Typical: 10–20 points for medium rivers
        - Extended: 30+ points for wide or complex sections
    - Required characteristic points:
        - As an absolute minimum,
        - Bank full edge (left),
        - Wetted edge (left),
        - Lower edge of the riverbank (left),
        - Lowest point of the riverbed,
        - Lower edge of the riverbank (right),
        - Wetted edge (right), Bank full edge (right)
    - Geodetic and GNSS requirements
        - All measurement must be georeferenced within the North Macedonia state coordinate system (defined by the parameters given in the AREC rules and regulations)
        - All measured data must be in 3D coordinate system (X, Y, Z) with output accuracy of +/- 2.0 cm (3D)
        - All obstruction within survey corridor along the hydrological sections should be surveyed and described (trees, electricity poles, rock outcrop, pipes or cables, other)
        - For each location a single set of transformation parameters with adequate accuracy must be used
        - Ground control points (GCP) must be established for each location for drone calibration and georeferencing.
- Production of high-resolution orthophoto for each location of the sites subject to survey using UAV photogrammetry for capturing channel morphology, floodplain features, and vegetation.
    - Survey area
        - Average per location:2 hectare
    - Orthophoto map specification:
        - At least 20 megapixels
        - Image overlaps of at least 80% front and 70% side
        - Ground sampling distance (GSD) of 3 cm/pixel or better
        - Georeferenced RGB orthophoto in Geo-TIFF format, with a resolution of 3 cm/pixel or better with horizontal accuracy within 5 cm Root Mean Square Error (RMSE).

[5] Locations of cross-sections and area subject to geodetic survey and UAV photogrammetry survey can be accessed via the following link as Google Earth kmz file.

https://drive.google.com/file/d/1SwSMQFZrDPpvY0w-E5PI2Dm2ua1wQi_y/view?usp=sharing



Map of the locations of cross-sections and area subject to geodetic survey and UAV photogrammetry survey

D. MAIN OUTPUTS/DELIVERABLES

The contractor shall deliver the following deliverables:

- Datasets in a respective web-application software including AutoCAD (.dwg) drawings for each cross-section and Excel file (.xlsx) with X, Y, Z coordinates and classification/description of each point
- Final deliverables in digital format
- All raw GNSS data, photos, and processing reports

E. QUALIFICATION REQUIREMENTS

The company shall have **minimum 10 years of experience** in civil engineering works including geodetic field works/surveying of comparable nature and degree of complexity (e.g., geodetic surveying for river regulation works, (re)construction of canals and/or other similar infrastructure projects)

The company must have a **track record of at least 3 relevant projects** of comparable size, degree of complexity e.g., geodetic surveying for river regulation works, (re)construction of canals or similar including technical equipment (survey hardware and software equipment).

A list of these projects must be submitted with the offer, with timeframe (start-end date) of realization of the works, including contact details for reference checking purposes (e-mail addresses for contact persons).

The team of experts shall be able to respond to the requirements of the following mandatory areas of expertise:

Team members	Minimum qualification requirements
Geodetic Surveyor	○ Minimum university degree in geodesy ○ Valid authorization for geodetic works/surveying ○ At least 5 years of experience in geodetic field surveying ○ Record of at least 2 relevant projects in geodetic surveying for civil engineering projects (preferably for river regulation works, (re)construction of canals etc. and/or other complex infrastructure projects)
UAV Photogrammetry Expert	○ Record of at least 2 relevant projects in preparation of UAV orthofhoto maps/layouts, preferably for river regulation works, (re)construction of canals etc. and/or other complex infrastructure projects

F. TERMS AND CONDITIONS

- *Language*

Language of products/deliverables is expected to be in English and in Macedonian.

- *Duration of the assignment*

Maximum available time for completing the assignment is 5 months upon signing of the contract.

- *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*

Upon successful completion of the whole tasks and production of all deliverables.

Annex 2: Bidder Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFO 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 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 Certification[6] (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	

[6] 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 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.			
2.		1. 2.			

Annex 5: Technical Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP 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 5: Financial Offer Form

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

We, the undersigned, offer to provide the services for [Insert RFO Title] in accordance with your Request for Offer 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: 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*
			Subtotal Professional Fees:	

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
Personnel				
e.g. Lead geodetic surveyor	Day			
….. (additional geodetic survey staff)	Day			
….	Day			
Travel	Lump Sum			
… (* please describe the lump sum by providing cost break down for number of travels, purpose of travel, etc.)				
Other Costs: (please specify)	Lump Sum			
……. (* please describe the lump sum by providing cost break down for type of each cost associated with the assignment)				
			Subtotal Other Costs:	

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 company shall have **minimum 10 years of experience** in civil engineering works including geodetic field works/surveying of comparable nature and degree of complexity (e.g., geodetic surveying for river regulation works, (re)construction of canals and/or other complex infrastructure projects)

The company must have a **track record of at least 3 relevant projects** of comparable size, degree of complexity e.g., geodetic surveying for river regulation works, (re)construction of canals or similar including technical equipment (survey hardware and software equipment).

A list of these projects must be submitted with the offer, with timeframe (start-end date) of realization of the works, including contact details for reference checking purposes (e-mail addresses for contact persons).

Company	Minimum qualification requirements	Pass/Fail
	○ minimum 10 years of experience in civil engineering works including geodetic field works/surveying of comparable nature and degree of complexity (e.g., geodetic surveying for river regulation works, (re)construction of canals and/or other complex infrastructure projects)	
	○ track record of at least 3 relevant projects of comparable size, degree of complexity e.g., geodetic surveying for river regulation works, (re)construction of canals or similar including technical equipment (survey hardware and software equipment).	
Team members	**Minimum qualification requirements**	**Pass/Fail**
Geodetic Surveyor	○ Minimum university degree in geodesy ○ Valid authorization for geodetic works/surveying ○ At least 5 years of experience in geodetic field surveying ○ Record of at least 2 relevant projects in geodetic surveying for civil engineering projects (preferably for river regulation works, (re)construction of canals etc. and/or other complex infrastructure projects)	
UAV Photogrammetry Specialist	○ Record of at least 2 relevant projects in preparation of UAV orthofhoto maps/layouts, preferably for river regulation works, (re)construction of canals etc. and/or other complex infrastructure projects	

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.