

SMALL CONTRACT FOR SERVICES

Ref. 310310/00054126

This Contract is made on **31 March 2010** between the United Nations Office for Project Services ("hereinafter referred as UNOPS"), and **Institute of Water and Sanitation Development**, a company duly constituted under the laws of **Zimbabwe** (hereinafter referred as "Contractor"). In consideration of the promises contained in this Contract and subject to the UNOPS Conditions of Services hereby incorporated by reference as Annex I, the Parties agree as follows:

1. SCOPE The Contractor shall perform services ("hereinafter referred as Services") as specified in the Statement of Work ("SOW") attached as Annex II and hereby incorporated by reference. Unless otherwise provided for in this Contract, the Contractor shall furnish all the technical and administrative support, human resources, materials and equipment necessary to complete the Services.

2. PERIOD The Contractor shall commence the performance of the Services on **April 1, 2010** and shall complete the Services by **December 2010**.

3. PRICE & PAYMENT In full consideration for satisfactory completion of the Services, UNOPS shall pay the Contractor a total amount not to exceed **US\$14,000 (Fourteen thousand United States dollars.)**. This amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs in Annex III contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount above mentioned or of any of the amounts specified in the breakdown of costs for each cost category without the prior written agreement of UNOPS. The price of this contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the contract.

The Contractor shall submit invoices for the work done

- **On signature for US\$5000**
- **On submission of midyear progress report US\$5000**
- **In December 2010 with an AGW-net annual report and work plan for 2011 and a financial report.**

4. INVOICES UNOPS shall effect payments to the Contractor after acceptance by UNOPS of the original invoice and one copy for the appropriate amount together with whatever supporting documentation may be required by UNOPS. Within thirty (30) days of receipt and acceptance of the invoice by UNOPS, payment shall be made to the following Bank account of the Contractor:

Account name	:	Institute of Water and Sanitation Development
Bank name	:	Standard bank
Account number	:	090276698
Swift code	:	SBZA ZA JJ
Branch name	:	IBC Johannesburg
Country	:	South Africa
Address	:	76 Jorisen Street Braamfontein 2017

5. SPECIAL CONDITIONS:

No special conditions shall apply.

6. NOTIFICATIONS For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS
Dr Paul Taylor
Programme Manager, Cap-Net
Marumati Building
491 18th Ave
Gezina 0031, Pretoria Bag
South Africa
Ref : **313010/00054126**

For the Contractor
N. Nesen
Executive Director
Institute of Water and Sanitation Development,
Box MP 422, Mt. Pleasant,
Harare,
Zimbabwe
Tel: 263-4-250522; 735017/26/35; 799049/50;

7. SUPERSEDING EFFECT This Contract supersedes all prior oral or written agreements, if any, between the Contractor and UNOPS, constituting the entire agreement with respect to the Service.

In witness of these terms and conditions, the parties execute this Contract.

For and on behalf of UNOPS
Signature

Dr Paul Taylor
Programme Manager, Cap-Net

Date:

For and on behalf of the Contractor
Signature

N. Nesen
Executive Director
Institute of Water and Sanitation
Development
Date:

ANNEX I - UNOPS CONDITIONS OF SERVICES

1-Contractor's Status In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor its employees are the employees of UNOPS. The Contractor assumes all liabilities or obligations imposed by any law or regulation with respect to such employees. The Contractor shall not have the authority to create any obligation on behalf of UNOPS and shall not represent itself as an agent, employee or in any other capacity of UNOPS. The Contractor shall be responsible for the professional and technical competence of its employees, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

2-Damage to Persons and Property The Contractor shall indemnify and hold harmless UNOPS, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of this Contract.

3-Intellectual Property Rights All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, except pre-existing materials, publicly or privately owned, collected or prepared as a consequence of or in the course of the performance of this Contract, shall become the sole property of UNOPS. The Contractor shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Contractor's performance.

4-Confidentiality All maps, drawings, plans, reports, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of UNOPS, shall be treated as confidential and shall be delivered only to the duly authorized representative of UNOPS on completion of the Services.

5-Advertising The Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed services for UNOPS or use the name, emblem or official seal of UNOPS or the United Nations or any abbreviation of the name of UNOPS or the United Nations for advertising purposes or any other purposes.

6-Modifications Any modification or change to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNOPS.

7-Sub-contracting and Assignment of Contract The Contractor shall not sub-contract the Services or otherwise assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract.

8-Termination UNOPS may terminate this Contract for cause or convenience in the interest of the UNOPS upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract, the Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum. Unless such termination has been occasioned by the Contractor's breach of this Contract, the Contractor shall be entitled to be paid for the part of the Services satisfactorily completed as of the date of termination, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

9-Privileges and Immunities Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNOPS is an integral part.

10-Settlement of Disputes Any controversy or claim arising out of or in connection with provision of this Contract or any breach thereof, shall, unless resolved through direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules then in force. UNOPS and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

ANNEX II – STATEMENT OF WORKS

The consultant shall carry out the following tasks:

Act as host to the Africa Groundwater Network (AGW-net) managing the funds according to the work plan of AGW-net and provided in Annex VI. In particular the tasks are:

1. Network administration;

- Manage the Africa Groundwater Network and produce progress and annual reports and work plans circulated to members
- Develop an effective marketing system to promote the network
- Formalising and increasing the membership
- Facilitate the implementation and reporting from activities identified in the work plan.

2. Web site hosting and management

- Maintain and update the network website to ensure members and other stakeholders are aware of the networks progress and have access to some of their information resources

3. Maintaining communications with members

- Keep an up to date database of members and constantly update them of the network progress, ensuring effective communication among members and with the global Cap-Net programme

4. Purchasing office equipment.

ANNEX III – BREAKDOWN OF COSTS

Item	Time	Unit cost	Total
Network administration	Part-time	\$500 pm	6000
Web site hosting and management	Monthly		2000
Communications – email / telephone, stationery	Monthly	\$100 pm	1200
Secretarial support	Monthly	\$150 pm	1800
Office Hire	Monthly	\$150 pm	1800
Office equipment			400
Host Administration fee			800
Total			14000

Annex IV Proposal and budget.



The AFRICA GROUNDWATER NETWORK

WORKPLAN

2010

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AGW-NET WORKPLAN 2010

Introduction.

The Africa Groundwater Network (AGW-Net) was formed in July 2008 in Pretoria. The key purpose in forming the AGW-Net was to add urgency to the task of capacity building for groundwater management across Africa and to provide additional support to the already established networks, WaterNet, WA-Net, Nile IWRM-Net and NBCBN in the area of groundwater.

Significant developments have taken place in AGW-Net (see the 2009 AGW-Net Annual Progress Report) and the network can be said to have attained a satisfactory initial level of functionality. The work-plan for 2010 is designed to build on the foundations laid to date, to expand the range of AGW-Net “products”, to strengthen our cooperation with our partners and to develop new partnerships. AGW-Net particularly seeks to work with the existing networks in 2010 in order to bring the groundwater agenda into the mainstream of River Basin Organization (RBO’s) planning and management at an international level and the Catchment Councils at a local level. AGW-Net also seeks to raise the political profile of groundwater and its sustainable management across the continent by collaborating with international partners (eg International Association of Hydrogeologists IAH) and continental structures (eg Africa Ground Water Commission AGWC).

In addition AGW-Net seeks to strengthen its management structures and its accountability to and communication with its membership by holding an annual steering committee meeting and by running a web site. A web site has been prepared but several functional issues need to be repaired before it can be launched.

Vision.

The key focus for the network in 2010 is summarized below:

- To bring the membership more into the functioning of the network by improved communication and by launching the AGW-Net website.
- Continue to build capacity for improved groundwater management at all levels
- Strive to improve awareness of groundwater resources by collaborating with public and private / NGO sector partners.
- Improve the level of integration between surface and groundwater practitioners by penetrating the RBO’s and Catchment Councils in collaboration with the existing surface water networks.
- Develop new “products” on borehole maintenance and low cost drilling in cooperation with existing organizations such as RWSN (rural water supply network) and WaterAid.
- Promote a “gender in groundwater” policy
- Make an impact at local level by supporting grassroots organizations with capacity development activities through our membership.

Governance – 2010 expanded steering committee meeting:

The network plans to hold an expanded steering committee during 2010 together with potential partners in order to try and map a unified strategy for groundwater in Africa. It is envisaged that other interested and relevant groups be invited to attend the AGW-Net steering committee meeting, such as the Groundwater Management Advisory Team, Burdon Groundwater Network for Africa (affiliate of IAH – International Association of Hydrogeologists), the Africa Groundwater Commission, the Rural Water Supply Network (RWSN) as well as funding agencies such as Cap-Net and BGR.

The purpose of such a meeting will be to develop a unified strategy for the groundwater sector in Africa and in particular to identify areas of potential cooperation and to minimize duplication.

Plans for 2010.

At this stage the key activities planned for 2010 focus on:

- 1) Facilitation of a number of short regional courses in groundwater management, with courses proposed for Togo (French language course), Addis Ababa and southern Africa (?Zambia). These courses would use the already developed Groundwater Management Training Manual material, and would be hosted together with other regional networks such as WANet (Togo course), Nile IWRM-Net (Addis Ababa course) and WaterNet (Southern Africa course). AGW-Net will target the River Basin Organizations (RBO's) and try to attract them to participate in these courses. (Network Indicators*: 4, 6, 7, 15, 17, 18)
- 2) Local country courses. AGW-Net will encourage the facilitation of local in-country groundwater management courses with active Catchment Councils in order to improve the sustainable allocation of (ground)water resources. (Network Indicators: 4, 6, 15, 17)
- 3) AGW-Net will seek to develop new short courses in collaboration with our supporting partners (eg RWSN and National Water Resources Institute, Nigeria) and as requested by member feedback in topics such as a) Cost Effective Borehole Drilling with Effective Data Capture and b) Borehole Pump Maintenance Strategies etc. (Network Indicators: 15,16,17,18)
- 4) AGW-Net will launch its web-site in 2010, with a variety of sections from course reports, membership applications, course materials, discussion forums and a calendar of AGW-Net activities. (Network Indicators: 1, 2, 3, 6, 9, 11, 12, 13, 14, 15, 18)

*Network Indicators from AGW-Net 2009 Network Indicators

Funding for 2010.

AGW-Net anticipates that it will receive a seed grant from CapNet to cover basic network administration. The proposal for this grant is shown in the table below, and covers basic network operation. A grant amount of \$16,300 has been requested.

In addition, AGW-Net has identified the vital importance of holding a steering committee meeting in 2010, and a cost estimate of \$15,000- for such a meeting has been appended at the end of the core support grant request.

These budgets allow the network to function and communicate with its membership, and through this communication, to identify possible capacity building activities for the groundwater community across Africa and especially to identify linkages and joint activities with our colleagues managing surface water resources.

Communication with and between network members is seen as a key requirement in 2010 to promote the network and to ensure its success in developing capacity building activities.

Grant Request for 2010 Annual Budget core support for Africa Groundwater Network.

Network Development & Management Activities				
Activity	Time	Unit cost	Total	Source of Funds*
Network administration – Correspondence, office management etc	Part-time	\$500 pm	\$6000	CapNet core grant
Web site hosting and web site management from IWSD (Depends on cost of hosting)	Monthly	\$250 pm	\$3000 (1000)	CapNet core grant
Communications – email / telephone, stationery etc	Monthly	\$100 pm	\$1200	CapNet core grant
Secretarial support from IWSD	Monthly	\$300 pm	\$3000 (1500)	CapNet core grant
Office Hire from IWSD	Monthly	\$150 pm	\$1800	CapNet core grant
Office Equipment – scanner / fax. Filing cabinet	Once		\$500 (0)	CapNet core grant
Administration fee to host (Institute of Water & Sanitation Development – IWSD)	Once	5%	\$800	CapNet core grant
Total Grant Requested			\$16,300	Total
Ad hoc funding:				
AGW-Net Steering Committee Meeting (plus Drs Nkhuwa and Tindimugaya)	Once	Est. \$15,000 Airfares, hotel, per diems x 8	\$15,000	Ad hoc grant from CapNet / ? Donors

* CapNet seed funds are for network management. Any additional expenditure needs to come from ad hoc funding from various donors and from AGW-Net earnings from its activities such as mounting short courses.

AGW-Net ad hoc Budget for 2010 for capacity building activities.

Funding for all capacity building activities listed below will be sought with an ad hoc budget for every activity by preparation of a specific proposal which will be forwarded to our various supporting partners such as CapNet, BGR, Splash etc.. In addition, the network will focus on mechanisms to generate our own funds from various activities such as course fees.

AGW-Net Capacity Building Activities.				
Activity	Venue	Date	Cost est.	Partners
Short Course: Groundwater management within IWRM.	PNE-Togo Lome Togo	12-16 April 2010	\$50,000 est.	BGR/Splash Cap-Net
Groundwater management within IWRM (with Nile IWRM-Net)	Addis Ababa University Ethiopia	Aug 2010	\$50,000 est.	Cap-Net ?BGR
Cost Effective Borehole Drilling, Design and Aquifer Assessment for Groundwater Practitioners, Managers and Supervisors (same course in Mozambique ??)	National Water Resources Institute, Kaduna, Nigeria / RWSN (Rural Water Supply Network)	2010	\$50,000 est.	?CapNet ?RWSN NWRI
Regional Training on Groundwater Exploration & Geophysics (with WaterNet)	University of Zambia. Lusaka	2010	\$75,000	?CapNet ?WaterNet ?Danida
Preparation of training materials for cost effective drilling course		2010	\$25,000 est.	CapNet ?RWSN

Summary

AGW-Net has secured a suitable local host in Institute of Water and Sanitation (IWSD) who manage the AGW-Net funds under contract with CapNet. AGW-Net and IWSD have mutual interests in capacity building for the water sector, and it anticipated that some joint training activities will be mounted in 2010.

A number of activities to do with basic network establishment, such as preparing operational guidelines have been done, but these need to be ratified by the steering committee. The steering committee itself has no regulations / rules of operation as yet and a full steering committee meeting has yet to be held.

A development of AGW-Net products is possible. WaterNet and RWSN (Rural Water Supply Network) have agreed to work with AGW-Net in preparing a course on cost effective borehole drilling / groundwater development and some interested network members have already been identified. The development of a course program and training materials for such a course are proposed activities for 2010.

Network communication and interaction with members are considered to be the priority themes for 2010. The effective participation by network members in identifying and developing network programs and participating in network activities is seen as a fundamental component in ensuring the life of the network, and communication and interaction underpins these goals.

Signed

Richard Owen
Network Manager for AGW-Net.
25 February 2010.

ANNEX V: Technical and financial reporting

Template for Technical Report on Network progress

Period covered: usually half year or year

Introduction:

Some general points introducing the report and identifying some key milestones that have been achieved.

Network management:

Changes, progress and status of the network membership. Changes in network staff, hosting or situation.

Communications, interactions with other networks or partners, website, brochures and other promotion actions.

Actions to support members such as training of trainers, visits, exchanges, participation of members in meetings etc.

Members meetings, steering committee meetings and major outcomes.

Provide reference to supporting documents such as minutes of steering committee meetings, ToT course reports etc.

Network activities.

Summary table comparing the work plan with the achieved activities with dates and location.

Provide a brief summary of activities and outcomes for each training course, case study, workshop etc.

Provide a reference to the actual full activity report. Give credit to the members involved in organizing and hosting activities.

Discuss what problems have prevented the achievement of the plan and what successes have helped the plan implementation. What action is necessary or has been taken.

Partners: identify the key partners that have worked with the network and indicate how successful and strong the partnership is.

Results.

Summarise the results in terms of the numbers of people trained, country, subject etc in a table.

Describe the main outcomes of the network activities in the period and the prospect for further impact.

Describe the opportunities that have emerged and will influence the programme in the next period.

Financial report.

Report on the financial aspects of all network activities even if they were implemented by a member and not the secretariat. The budget managed by the secretariat should be presented in a separate table.

Summarise the financial information from each network activity and refer to the relevant activity reports for the detailed financial report.

Work plan for the coming period.

Provide a table of planned activities for the following year with an estimated budget.

Support the table with short descriptions of each activity to justify why it is important, who will be targeted and the expected outcome.

Conclusion.

Close the report with a few personal comments on the progress of the network.