

Swiss Agency for Development and Cooperation SDC

INTEGRATED WATER RESOURCES MANAGEMENT IN KOSOVO (IWRM-K)

Phase 1
May 2020 – April 2024

Communications Strategy and Action Plan for the IWRM-K Program

Request for Proposals

September 11, 2020

The IWRMK Program is funded by the Swiss Agency for Development and Cooperation (SDC) implemented by Skat Consulting Ltd. (Switzerland) in consortium with the Environment Agency Austria (EAA)









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Acronyms/Abbreviations

CSO Civil Society Organization
CGS Competitive Grants Scheme
EAA Environment Agency Austria

ECSO Environmental Civil Society Organisation
EU WFD European Union Water Framework Directive

HMI Hydro-Meteorological Institute

IWRM Integrated Water Resource Management

IWRM-K Integrated Water Resource Management in Kosovo

KEPA Kosovo Environmental Protection Agency
MEE Ministry of Economy and Environment

NGOs Non-Governmental Organization
RBDA River Basin District Authority
RBMP River Basin Management Plan

WIS Water Information System



1. INVITATION FORM

Integrated Water Resources Management in Kosovo (IWRM-K) Program

DATE: September 11, 2020

REFERENCE: Communications Strategy and Action Plan for the IWRM-K Program

Dear Sir / Madam:

The "Integrated Water Resources Management in Kosovo" Program¹ (hereinafter the Program or IWRM-K) kindly invites you to submit your Proposal² in EUR (VAT excluded) for RFP01/2020 Communications Strategy and Action Plan for the IWRM-K Program. The proposal must be submitted in a sealed envelope on or before 16.30 CEST on October 01, 2020, to the address below:

Skat Consulting Kosovo, IWRM-K Program
RFP 01/2020 Communications Strategy and Action Plan for the IWRM-K Program
136 Pashko Vasa street
Floor I. No.5, Pejton, Pristina, Kosovo
DO NOT OPEN BEFORE October 1, 2020

PLEASE NOTE THAT TECHNICAL AND FINANCIAL OFFERS MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES.

Alternatively, the proposals can be submitted electronically to the following dedicated e-mail address: **tender@skat.ch.**

Please use the following e-mail subject: RFP 01/2020 Communications Strategy and Action Plan for the IWRM-K Program

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. The same submission time as for hard copy offers to pertain.

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

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

Companies failing to meet this requirement will be disqualified. Your Proposal must be valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the 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 The Program is funded by the Swiss Agency for Development and Cooperation and implemented by the Consortium of Skat Consulting Ltd., St. Gallen, Switzerland and the Environment Agency Austria. This procurement is organized by Skat Consulting Branch Office in Kosovo.

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

³ Password protection of a PDF document can be done by using free software, such as Adobe Reader for example. Open the PDF and choose Tools > Protect > Encrypt > Encrypt with Password. Companies that will pass the technical evaluation will be approached by IWRM-K 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 IWRM-K Program, 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 the IWRM-K'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 IWRM-K after it has received the Proposal. At the time of Award of Contract or Purchase Order, the IWRM-K reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five percent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

Thank you and we look forward to receiving your Proposal.



2. DESCRIPTION OF REQUIREMENTS

1	Brief Description of the Required Services	mentation team lead by Skat Consulting Ltd., Switzerland, and the Environment Agency Austria).			
		The work under these TOR combines responsibilities in strategic communication, strengthening the visual identity of the Program, defining awareness-raising approaches, advise on the use of communication methods and tools, guidance on work with media, as well as basic training to the key Program partners (e.g., on messaging depending on target audiences, work with media). Deliverable Tentative time-			
		Donvolable	Tentative time- frame (months upon signing of contract)		
		Report from survey/opinion poll (in English and Albanian)	2.5 months		
		Communication Strategy and Action Plan (in English and Albanian)	5 months		
		Concepts/TOR for next steps (in English) Development of key visual elements for the	6 months		
2	List and Description of Expected Outputs to be Delivered	Program (in English and Albanian: - Design layouts for publications, documents, presentations, and other visibility products - Promotional fact sheet - Visibility products for sharing among stakeholders and during events	1 month		
		Professional photos	To be submitted as they become available until the end of the contract		
		Promotional video (in English with Albanian subtitles)	3 months		
		Summary of stakeholder feedback (from training, workshops, consultations) & experiences/lessons learned generated throughout the consultancy (in English)	End of contract		
3	Frequency of Reporting and Progress Reporting Requirements	As proposed in the company's methodology IWRM-K prior to contract signing	and agreed with the		
4	Location of work	□ Exact Address/es [pls. specify]☑ At Contractor's Location			
5	Expected duration of	6 months from the signing of the contract			
6	work Target start date	15 October 2020			
7	Estimated completion date	15 April 2021			
8	Language of Proposal	English			
9	Pre-proposal conference	Not Applicable			
10	Travels Expected	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 the company's offers.			



	Implementation	☑ Required					
	Schedule indicating	☐ Not R	☐ Not Required				
11	breakdown and timing	[A detailed breakdown/timeline of activities needs to be included as part of the company's methodology reflecting the main require-					
	of activities/sub-activi-						
	ties		ments from the Terms of Reference]				
	Names and curriculum	⊠ Requ					
	vitae of individuals who						
12	will be involved in com-	☐ Not R	requirea				
	pleting the services						
	pieting the services	□ Oth	(if				
13	Currency of Proposal		currency (if required)				
	,	⊠ Euro					
4.4	Value Added Tax on	□ must	be inclusive of VAT and other applicab	le indirect taxes			
14	Price Proposal ⁴	⊠ must	be exclusive of VAT and other applicat	ole indirect taxes			
15	Bid Security		be applied				
16	Liquidated Damages		be applied				
17	Performance Security	Nor Rec					
18							
16	Financial Standing	Not Req					
		□ 60 da	•				
		□ 90 da	ays				
	Validity Period of Pro-	⊠ 120 (days				
	posals (Counting for		·				
19	the last day of submis-		eptional circumstances, the IWRM-K m				
	sion of quotes)	poser to extend the validity of the Proposal beyond what has beer					
	cion or quotes,		indicated in this RFP. The Proposal sh				
		extension in writing, without any modification whatsoever on the					
		Proposal.					
		Propos	al.				
00	Partial Overton						
20	Partial Quotes		permitted				
20	Partial Quotes	⊠ Not p	permitted				
20	Partial Quotes	⊠ Not p	permitted	Tentative time-			
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⁴ The IWRM-K is VAT exempt in the country and all activities implemented by the Program directly or through contracts are also VAT exempt.

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



		ness of the Implementation Plan 300
		☑ Qualification of Key Personnel 200
		Financial Proposal (30%)
		To be computed as a ratio of the Proposal's offer to the lowest price
		among the proposals received by IWRM-K.
25	IWRM-K will award the	☑ One and only one Service Provider
23	contract to:	☐ One or more Service Providers, depending on following factors:
26	Contract General Terms and Conditions ⁶	Terms and Conditions for contracts (goods and/or services)
		☑ Annex 1: Terms of Reference
		✓ Annex 2: Bidder Submission Form
		☑ Annex 4: Qualification Form
27	Annexes to this RFP ⁷	
		✓ Annex 6: Financial Proposal Submission Form
		□ Annex 9: Evaluation Criteria
		✓ Annex 10: Terms and Conditions for Contracts
		Email to: kosovo@skat.ch
	Contact for Inquiries	Any delay in IWRM-K's response shall not be used as a reason for
28	(Written inquiries sent	extending the deadline for submission unless the IWRM-K deter-
	by email only) ⁸	mines that such an extension is necessary and communicates a
		new deadline to the Proposers.
	Deadline for Submis-	3 working days before the deadline
29	sion of requests for	
	clarification Manner of Disseminat-	Dy a mail to the requesting hidder and also posted on the Clast
	ing Supplemental Infor-	By e-mail to the requesting bidder and also posted on the Skat Consulting Ltd., St. Gallen website at https://skat.ch/jobs .
30	mation and responses/	Consulting Ltd., St. Gallett Website at https://skat.ch/jbbs.
	clarifications to queries	
		☑ Annex 2: Bidder Submission Form
		☑ 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)
		□ Annex 3: Joint Venture/Consortium/Association Information Form [JOINT VENTURE/CONSORTIUM IS NOT ALLOWED IN THIS PROCUREMENT CASE]
31	Documents to be	 ☑ Annex 4: Qualification Form including proof of minimum required annual turnover
31	submitted:	☑ Annex 5: Format of Technical Proposal including CVs of proposed experts for the assignment, as per the qualification requirements in the TOR
		☑ Annex 6: Financial Proposal Submission Form
		☑ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder if any
		der, if any

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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 IWRM-K. If inquiries are sent to other person/s or address/es, even if they are IWRM-K staff, the IWRM-K shall have no obligation to respond nor can IWRM-K confirm that the query was received.



3. Annex 1: Terms of Reference

Communications Strategy and Action Plan for the IWRM-K Program

Program Title:	Integrated Water Resources Management in Kosovo (IWRM-K)		
Contract: Communications Strategy and Action Plan for the IWRM-K Program			
Duty Station: Home-based			
Duration:	6 months (October 2020 – April 2021)		

BACKGROUND

Kosovo is among the most water-stressed countries in Southeast Europe owing to its specific natural features, history of lack of investments in water infrastructure, inefficient water management and use, as well as high levels of pollution. The stress levels are expected to grow in the future in light of the climate crisis and the increased water demand for agriculture, industrial operations, mining and urban centres. The water resources management in Kosovo becomes even more complex when considering the transboundary character of its four river basins.

While the country has made important progress in terms of legal framework and institutions, and the formulation of strategies and action plans for the water sector, coordinated action towards an **Integrated Water Resources Management (IWRM)** approach is needed to: **a)** reduce pressures on water bodies and help reverse degradation trends; **b)** optimize the use of water's economic potential for the country's development by balancing between water demand and its availability in space and time; **c)** reduce water-related risks such as floods and droughts; and **d)** improve the absorption capacity of river basins and achieve more equitable distribution of the water-related benefits across society.

The Swiss-funded Integrated Water Resources Management in Kosovo (IWRM-K) Program (hereinafter the Program or IWRM-K) aims to build long-lasting water resources management capacities at national and river basin levels in line with Kosovo's socio-economic and political priorities, as well as the needs of future sustainable development. It aims to help replace the current fragmented approach with a more comprehensive and highly participatory approach of managing water resources at the river basin scale, aligned with the principles of IWRM and the EU Water Framework Directive (EU WFD). Following a process of one-year intense Inception Phase comprising comprehensive expert analyses, stakeholder mobilization, and building local-level implementation capacity, the IWRM-K Program was (co-)designed in a way to initiate and guide a long-term process of addressing the root causes to the limited functionality of Kosovo's Water Resources Management system.

The overall goal of the Program is to introduce efficient and sustainable management and use of water resources, balancing the conflicting interests in water management. The Program aims to build long-lasting capacities for a wise protection of water resources, in line with the needs of future sustainable development. Aware of the challenges, complexity, and uncertainties associated with such an ambitious transformative process, the IWRM-K is designed to be a long-term Program (planning horizon of 12 years) that will attempt to integrate and scale-up earlier results, address systemic deficiencies, and support capacity development towards modern water governance. The recently launched four-year Phase 1 of the IWRM-K (May 2020 – April 2024) focuses on three main Outcomes comprising the following priorities:

• Outcome 1 (Plans & Measures): Development of a consolidated water resource management planning framework comprising three River Basin Management Plans (RBMPs) for Ibër, Morava e Binçës and Lepenc, along with a unified RBMP development methodology. The planning process will be backed by a targeted water monitoring programme that will also be used to enhance national-level monitoring capacities.

The RBMPs will identify a series of priorities whose implementation will be facilitated by



the Program. A Competitive Grants Scheme (CGS) and other financing mechanisms are being developed to pilot a number of different measures contributing to IWRM.

Outcome 2 (Legislation, Institutions & Knowledge): The Program supports the improvement of water legislation, as well as enhancing institutional/organizational capacity building among the key stakeholders. The Government will be advised on the future funding needs and the possible corresponding financial instruments for IWRM. The Ministry of Economy and Environment (MEE) will also be supported to take steps toward improving transboundary water resources management.

Acknowledging the importance of water monitoring in building overall IWRM capacity, the Program will partner with other interested organizations (e.g., World Bank) in upgrading the country's monitoring system. These activities will be complemented by operationalizing a Water Information System (WIS) which enables institutions to make more informed management decisions in the future.

A set of educational skills development opportunities are foreseen, targeting current and future water professionals through **a)** developing/implementing training on IWRM; **b)** launching a new interdisciplinary university programme on IWRM; **c)** knowledge exchange with Swiss/Austrian institutions; and **d)** on-the-job training opportunities for (young) water professionals.

• Outcome 3 (Stakeholder Involvement & Awareness): The Program supports creating stakeholder participation mechanisms for IWRM. CSOs/NGOs representing different societal interests are being particularly targeted. Following specialized capacity development support, selected CSOs/NGOs will contribute to the overall Program goals and the country's priorities by the implementation of Program-backed grants. The Program will support a series of communication and awareness-raising activities facilitating the adoption of IWRM approaches among the key stakeholders and the general population of Kosovo.

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

Positioning the Program on the right path toward enabling such a long-term transformation, would require complex communication, education, and awareness-raising activities at different levels (central, river basin, and local). As the first step in this direction, the Program now wishes to hire a highly qualified **company/organization** to support its positioning and strategic communication planning⁹.

SCOPE OF WORK

The objective of the assignment is the development of a coherent Communication Strategy and Action Plan that will guide the future communication and awareness-raising activities of the Swiss-funded IWRM-K Program in Kosovo. The overall objective of the Plan will be to ensure positioning of the Program through its key partners (the Ministry of Economy and Environment, and particularly the River Basin District Authority, the Donor – the Swiss Agency for Development and Cooperation and the implementation team lead by Skat Consulting Ltd., Switzerland, and the Environment Agency Austria). The work under these TOR combines re-

⁹ Since the Program is in its early stages, these TOR focus only on the strategic communication aspects. Additional communication planning and communication activities will be considered for the later stages of the Program once the country's challenges are better understood (at river basin, municipal or community-level) and corresponding implementation priorities are defined. Therefore, this planning exercise is designed feed into these anticipated subsequent stages.



sponsibilities in strategic communication, strengthening the visual identity of the Program, defining awareness-raising approaches, advise on the use of communication methods and tools, guidance on work with media, as well as basic training to the key Program partners (e.g., on messaging depending on target audiences, work with media).

Strategic planning has to result in a set of interrelated actions to be taken by the Program's partners aiming at enabling stakeholders to work together and innovate, to spread information, knowledge, values, and goals. In light of the Program objectives, such a systematic process is expected to facilitate capacity development so the various actors can take responsibility in introducing efficient and sustainable management of water resources.

DUTIES AND RESPONSIBILITIES

Under the supervision of the Team Leader of the IWRM-K Program, supported by the Senior Adviser (Outcome 3 Leader), the overall guidance of the Program Manager, and very close collaboration with the Donor and the Program's key beneficiaries/stakeholders, the Contractor shall be responsible for the following main tasks:

TASK 1: STRATEGIC COMMUNICATIONS PLANNING

This task entails the necessary research and identification of communication challenges and priorities that will lead to the formulation of a coherent set of properly budgeted implementation priorities/actions. It also involves capacity development support targeting Program partners that will ensure proper implementation of the action plan. More specifically the Contractor will:

- Get acquainted with the Program's objectives, expected results, and planned activities, as well the specific roles of its main partners (Ministry of Economy and Environment, the Donor, and the implementation team);
- Assess the communication capacities of the key Program partners and stakeholders concerning IWRM;
- Design and carry out an opinion poll survey¹⁰ to scan the baseline parameters regarding people's awareness and perceptions on water-related challenges, and response priorities, institutions in charge, roles of different international donors/organizations¹¹. The survey needs to help generate disaggregated data that will reveal any significant differences/disproportionalities in awareness/perceptions among different social groups (e.g., by gender, social status, geographic location) as well as disproportionalities in how different groups are affected by the current water resource management¹². The survey needs to target a representative sample group given the population size and structure of Kosovo and distribution of water challenges;
- Develop a Communication Strategy and Action Plan to support the positioning and promotion of the Swiss-funded IWRM-K Program in building long-lasting water resources management capacities in Kosovo in line with its socio-economic and political priorities. As a minimum, the Plan will include:

¹⁰ Considering the current COVID-19 situation it is advised that the team carries out a telephone-based survey. However, the applicants may propose other survey methods (e.g., visits, use of social media or their combinations) should this fit better their overall methodology.

¹¹ A similar survey is planned for the final stages of the Program so that any changes in the awareness levels are detected and documented. The survey needs to be co-designed together with other experts of the Program dealing with different technical aspects (e.g., water resource economics where willingness-to-pay studies may be required).

¹² The survey needs to be carried out in close collaboration with a parallel Program-backed Water Balance Study. Part of the questions will be agreed with the respective experts working on the study as they will be used for part of the socio-economic analyses.



- Clearly identified target groups and proposed approaches and key messages that will help raise awareness and influence positive behavioural change (NOTE: a preliminary analysis of target groups and related communication objectives is provided in Appendix A of the TOR)¹³;
- Defined messages and tools for communication with the key target groups and stakeholders and information products/channels with the greatest potential to positively impact particular stakeholders/target groups;
- Guidance on approaches and mechanisms for effective communication between the Program and the stakeholders (including among stakeholders themselves as required);
- Approaches and actions to sensitize decision and policymakers about the Program objectives and implementation priorities their support and action;
- Appropriate communication channels, dissemination methods and media such as video, print, web/online media, traditional media, and social media, among others, to effectively communicate key messages to specific stakeholders;
- Ideas on creative and innovative approaches to address issues of concern;
- List of communication priorities/actions and division of responsibilities among Program's partners and implementation team (e.g., organizing public events, site visits by high-level officials, work with media, preparation of animated videos, presence in social media, TV debates);
- Assessment of required resources (human and financial) and estimated implementation budget;
- Suggestion on most appropriate implementation approaches for different priorities/actions of the Strategy (e.g., engaging different contractors, actions to be taken by different members of the implementation team and/or the Program partners) depending on the nature of work required, and the associated work-load;
- Monitoring and evaluation plan and activities based on success indicators for the strategy implementation (e.g. media monitoring report, etc.)
- Deliver training on implementation of the Communication Strategy and Action Plan to Program partners and implementation team based on the proposed share of responsibilities¹⁴;
- Provide guidance and inputs to concepts/TOR on future research, communication, visibility, and awareness-raising activities as follow up to the Strategy and Action Plan (e.g., creation of a website, support to work on social media)¹⁵.

TASK 2: SUPPORT TO PROGRAM VISIBILITY

As the Program is its early stages of implementation, this task focuses on developing some of the key visibility elements as well as guidance for their future use. More specifically this task includes:

¹³ These serve for orientation purposes only and Contractor is expected to further refine them based on detailed assessments.

¹⁴ This can be organized in a workshop setting or other suitable format that will facilitate relevant feedback by the key Program partners that will need to be reflected in the final version of the deliverables anticipated under these TOR

¹⁵ The selected Contractor developing these TOR will be excluded from any future bidding related to the work defined therein.



- Development of key visual elements for the Program (e.g., design of layouts for publications, documents, presentations, and other visibility products) in line with the visibility guidelines and requirements of the Donor and the implementation partners¹⁶;
- Design of visibility products for sharing among stakeholders and during events (e.g., folders, notebooks, calendars, t-shirts, umbrellas, caps, USBs, mugs)¹⁷
- At least 50 original professional photographs on relevant topics (e.g., water resources, nature, environmental degradation, agriculture, industry) photographed in Kosovo for future use in publications, presentations, media to be used by the Program without copyright restrictions;
- Conceptualize and prepare a short promotional video announcing the start of the Program, summarizing its objectives, and calling for action by different stakeholders (2-3 minutes). It should be made by using the high-quality camera, drones as well as professional editing;
- · Updated Program fact sheet/one-pager;

MAIN OUTPUTS/DELIVERABLES

Deliverable	Timeframe (months upon signing of contract)
Report from survey/opinion poll (in English and Albanian)	2.5. months
Communication Strategy and Action Plan (in English and Albanian)	5 months
Concepts/TOR for next steps (in English)	6 months
Development of key visual elements for the Program (in English and Albanian: - Design layouts for publications, documents, presentations, and other visibility products - Promotional fact sheet - Visibility products for sharing among stakeholders and during events	1 month
Professional photos (at least 50)	To be submitted as they become available until the end of the contract
Promotional video (in English with Albanian subtitles)	3 months
Summary of stakeholder feedback (from training, workshops, consultations) & experiences/lessons learned generated throughout the consultancy (in English)	End of contract

QUALIFICATION REQUIREMENTS

The Contractor shall have extensive experience (at least 7 years) in developing and implementing communications, public relations, marketing strategies and plans, advocacy work, and/or mobilization of stakeholders/communities for different development projects/initiatives. It will have a record of a **minimum of 5 projects** of comparable nature and degree of complexity (communication strategies, action plans, PR consultancies, marketing strategies, projects involving complex communication activities). A record of at least 1 project of comparable nature and degree of complexity (communication strategies, action plans, PR consultancies, marketing strategies, projects involving complex communication activities) shall be implemented in Kosovo (this can be one of the 5 minimum required projects). The knowledge in water/environment issues in Kosovo is considered an asset.

¹⁶ The products may need to be prepared in a website friendly format based on the proposed Program's visibility approach (to be discussed in the course of the consultancy).

¹⁷ Without copyright restrictions.



The scope of work requires a team of skilled professionals and support staff with previous relevant experience. The team of experts shall be able to respond to the requirements the mandatory areas of expertise described in the table below:

	Team members and/or areas of expertise	Qualification requirements		
	,	 Minimum university education in communications, journalism, public relations, social sciences, environmental science, or similar 		
		 Minimum 10 years of relevant professional experience (communications, public relations, marketing, stakeholder mobilization) 		
1.	Strategic communications	 Relevant experience from at least 5 projects/assignments of compa- rable nature and degree of complexity (communication and/or advo- cacy strategies/plans, awareness-raising initiatives) 		
		 Knowledge of environmental/water issues in Kosovo and in general as well as communication with marginalized groups is considered an asset 		
		Minimum university education in social sciences		
		 Minimum 8 years of relevant professional experience (design and implementation of public opinion polls, sociological research/sur- veys, market research) 		
2.	Public opinion survey	 Relevant experience from at least 5 projects/assignments of compa- rable nature and degree of complexity (design and implementation of public opinion polls, sociological research/surveys, market re- search) 		
		 Knowledge of environmental/water issues in Kosovo and in general is considered an asset 		
		Minimum 5 years of experience as a designer/visual artist		
3.	Design & visual art	 Relevant experience from at least 5 similar projects/assignments (design of publications and websites, development of visual elements, layouts) 		
		 Minimum 5 years of experience in video production (as a director, editor, and/or other key positions) 		
4.	Video production	 Relevant experience from at least 5 similar projects/assignments (videos on different nature/environment, social issues) 		
		 Knowledge and previous experience in Kosovo environment, nature, and water issues is considered an asset 		

NOTES: a) There is no limitation on the number of experts per area of expertise. The inclusion of experts able to respond to all areas of expertise defined in the table is mandatory. Failure to provide relevant expertise for each of the proposed areas is considered a grounds for disqualification. In case of more than one expert per area of expertise, companies need to indicate the key expert (her/his qualification would have a key role in the scoring/evaluation process); b) The Contractor needs to provide all other necessary professional and support staff for fulfilling all tasks of these TOR that are not listed in the table (e.g., professional photographer, camera/drone operator(s), other logistical and technical support for different activities such as video production).

TERMS AND CONDITIONS

Language

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





Duration of the assignment

The maximum available time for completing the assignment is 6 months upon signing of the contract.

Methodology

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

Travel

Representatives of the Contractor are expected to travel for the needs of the required research, partaking in meetings and other needs. All travel related costs need to be included in the 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 in the course of this assignment shall be made available to the Program in electronic format. The Program keeps the right to use all products without any restrictions (e.g., in various publications, websites, presentations).

Payment schedule

Tentatively the full contract amount can be processed in line with the following instalments which can be adjusted prior to the signing of the contract and in line with the company's methodology:

Instalment	Deliverable	Tentative timeframe
		(months upon signing of contract)
15%	Development of key visual elements for the Program	November 2020
15%	Report from survey/opinion poll	January 2021
30%	Promotional video	February 2021
40%	Communication Strategy and Action Plan, Concepts/TOR for next steps, and a complete set of professional photos	April 2021
	Final report (summarizing feedback, lessons learned / experiences)	





APPENDIX A: Preliminary assessment of target groups and specific communication objectives

PRIMARY TARGET GROUPS:

DIRECT BENEFICIARIES:

- Residents of Kosovo
- Ministry of Economy and Environment and its main subsidiary institutions charged with water resource management responsibilities (e.g., RBDA, KEPA, HMI, Water Division, and Water Inspectorate)
- Other public institutions
- Civil society organizations

COMMUNICATIONS OBJECTIVE: Ensure that the beneficiaries are aware of the Swiss Agency for Development and Cooperation role and financing in the Programme and to raise awareness about their roles and the benefits of investing in IWRM in Kosovo.

DECISION MAKERS AT DIFFERENT LEVELS:

- Relevant ministries (except MIE)
- Other state institutions with mandate over different aspects of water resource management
- Representatives of local governments

COMMUNICATION OBJECTIVE: To provide them with timely information on the Program and ensure their support. Present them with results and impact to motivate their active involvement and support for IWRM in Kosovo, highlighting how this helps achieve one of the main national priority goals.

NGOs/CSOs

COMMUNICATION OBJECTIVE: to provide them with timely information on the Program and ensure their support in capacity development and to prepare them for future active participation in consultations and/or decision-making regarding water resources management.

GENERAL PUBLIC

COMMUNICATION OBJECTIVE: to raise awareness among the country population about the objective and ambition of the Program and the benefits it can bring for the country.

MEDIA

COMMUNICATIONS OBJECTIVE: Media represent useful tools for getting the message through to wider audience. It plays an important role in the public orientation, advocacy and in shaping the image of the project and its impact. They need to be timely and accurately informed of the Program progress and results/impact, highlighting the beneficiary angle and benefits for the people and the country.

SECONDARY TARGET GROUPS:

PRIVATE SECTOR





COMMUNICATION OBJECTIVE: to raise awareness among the private sector about the important role they play in the status of water bodies. Get them as a potential partner in implementing measures identified in RBMPs (pilot activities relating to permitting, reduction of pollution from point sources). Enhance the understanding that activities aiming at improving water resources management can serve as an engine of economic development.

INTERNATIONAL COMMUNITY:

- Foreign embassies in the country
- International organizations in the country and abroad

COMMUNICATIONS OBJECTIVE: To communicate clearly to the rest of the donor community the goals, the progress and the results of the Program and facilitate coordination. To raise interest for possible partnerships and support of similar projects in the future.





4. Annex 2: Bidder Submission Form

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

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

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

- 1. have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- 2. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- 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 IWRM-K.

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 IWRM-K accept this Proposal.

Name:		 	 		
Title:					
Date:					
Signatı					
Ū					

[Stamp with official stamp of the Bidder]





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 ¹⁸ (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 IWRM-K may contact for requests for clarification during the Proposal evaluation	

¹⁸ 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.



5. Annex 4: Qualification Form

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

Documents to be submitted along with Annex 4:

If JV/Consortium/Association, to be completed by each partner.

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 IWRM-K

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

Expertise

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 (please check requirements in TOR for relevance of projects)	Educa- tion	Total-experi- ence/experience in relevant pro- jects (years)	Other
1.		1.			
		2.			
		3.			
2.		1.			
		2.			
		3.			





Financial Standing

Annual Turnover for the last 2 years	Year 2018	EUR
	Year 2019	EUR

Financial information (in EUR)	Historic information for the last 2 years			
	Year 2018	Year 2019		
	Information from Balance Sheet			
Total Assets (TA)				
Total Liabilities (TL)				
Current Assets (CA)				
Current Liabilities (CL)				
	Inform	ation from Income S	Statement	
Total / Gross Revenue (TR)				
Profits Before Taxes (PBT)				
Net Profit				
Current Ratio				

☐ [To be checked only if required] Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.





6. Annex 5: Format of Technical Proposal

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

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

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

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

SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

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

SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the pro-





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

Format for CV of Proposed Key Personnel

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

Name of Personnel	[Insert]
Position for this assignment / Area of Expertise (from the TOR)	[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]
	[Provide names, addresses, phone and email contact information for two (2) references]
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





7. Annex 6: Financial Proposal Submission Form

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

We, the undersigned, offer to provide the services for [Insert RFP Title] in accordance with your Request for Proposal No. RFP 01/2020 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: 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 A	No. of Days/ months/hours B	Total Amount C=A+B
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

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

Table 4: Breakdown of Price per Deliverable/Activity

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

Payment is deliverables based



8. Annex 9: Evaluation Criteria

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

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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Company / Other Entity				
Suiii	A		Α	В	С	D	Ε
1.	Expertise of firm	200					
2.	Proposed methodology and approach	300					
3.	Personnel (qualifications and experience)	200					
	Total:	700					

YES/NO for minimum requirements

		ments	
	Section 1. Bidder's qualification, capacity, and experience	е	
1.1	Company profile and evidence of capacity/organization capability (see Annex 5, Format of Technical Proposal (SECTION 1: Bidder's qualification, capacity, and expertise)		30
1.2	Experience of minimum 7 years in developing and implementing communications, public relations, marketing strategies, and plans, advocacy work, and/or mobilization of stakeholders/communities for different development projects/initiatives		42 points for 7 years 55 points for 8 to 12 years Max 60 points for 13 years and more
1.3	Record of minimum 5 projects of comparable nature and degree of complexity (communication strategies, action plans, PR consultancies, marketing strategies, projects involving complex communication activities).		49 pints for 5 projects 63 points for 6 to 10 projects Max 70 points for 11 projects and more
1.4	A record of at least 1 project of comparable nature and degree of complexity (communication strategies, action plans, PR consultancies, marketing strategies, projects involving complex communication activities) shall be implemented in Kosovo.		21 points for 1 project 27 points for 2 to 5 projects Max 30 points for 6 projects and more
1.5	The knowledge in water/environment issues in Kosovo is considered an asset. NOTE: Obtaining 0 points on this particular criterion is not considered grounds for disqualification.		10
	Total Section 1:		200



Section	Section 2. Proposed Methodology, Approach and Implementation Plan	
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	60
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	80
2.3	Details on how the different service elements shall be organized, controlled, and delivered	50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	50
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	60
	Total Section 2:	300

Sect	ion 3. Management Structure and Key	Personnel			
3.1					
Strategic communications		YES/NO for mini- mum requirements	Score	Max ob tainable points	
	Minimum university education in com-		10 points for BSc	-	
	munications, journalism, public rela-		13 points for MSc	15	
tions, social sciences, environmental science, or similar		Max 15 points for PhD			
	Minimum 10 years of relevant profes-		10 points for 10 years		
	sional experience (communications,		13 points for 11 to 15	15	
	public relations, marketing, stake- holder mobilization)		Max 15 points for 16 years or more		
	Relevant experience from at least 5 projects/assignments of comparable		10 points for 5 projects		
	nature and degree of complexity (communication and/or advocacy		13 points for 6 to 10 projects	15	
strategies/plans, awareness-raising initiatives)		Max 15 points for 10 and more projects			
	Knowledge of environmental/water issues in Kosovo and in general as well as communication with marginalized groups is considered an asset		Max 5 points / NOTE: Obtaining 0 points is this particular criterion is not grounds for disqualifica- tion	5	
			Max points:	50	
.2					
ubl	ic opinion survey	YES/NO for mini- mum requirements	Sub-Score		
	Minimum university education in social sciences		10 points for BSc 13 points for MSc Max 15 points for PhD	15	
	Minimum 8 years of relevant professional experience (design and imple-		10 points for 8 years 13 points for 9 to 14	15	
	mentation of public opinion polls, sociological research/surveys, market research)		Max 15 points for 15 years or more		
	Relevant experience from at least 5 projects/assignments of comparable		10 points for 5 projects		
	nature and degree of complexity (design and implementation of public opinion polls, sociological research/surveys, market research)		13 points for 6 to 10 projects Max 15 points for 10 and more projects	15	



	Knowledge of environmental/water is-		Max 5 points / NOTE:	
	sues in Kosovo and in general is con-		Obtaining 0 points is this	
	sidered an asset		particular criterion is not	5
			grounds for disqualifica-	
			tion	
3.3			Max points:	50
Dae	ign & visual art	YES/NO for mini-	Sub-Score	
<u> </u>		mum requirements		
			18 points for 5 years of	25
	Minimum 5 years of experience as a		experience	23
	designer/visual artist		23 points for 6-10 years	
			Max 25 points for 11	
			years and more	
	Relevant experience from at least 5		18 points for 5 projects	
	similar projects/assignments (design		23 points for 6-10 pro-	
	of publications and websites, develop-		jects	25
	ment of visual elements, layouts)		Max 25 points for 11	
	, , , , , , , , , , , , , , , , , , , ,		projects and more	
3.4			Max points:	50
	Video production	YES/NO for mini- mum requirements	Sub-Score	
	Minimum 5 years of experience in	_	10 points for 5 years	
	video production (as a director, editor,		13 points for 6 to 10	15
	and/or other key positions)		Max 15 points for 11	15
			years or more	
	Relevant experience from at least 5		21 points for 5 projects	
	similar projects/assignments (videos		27 points for 6-10 pro-	
	on different nature/environment, so-		jects	30
	cial issues)		Max 30 points for 11	
			projects and more	
	Knowledge and previous experience		Max 5 points/ Obtaining	
	in Kosovo environment, nature, and		0 points are not ground	5
	water issues is considered an asset		for disqualification	
			Max points:	50
			Total Part 3:	200

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

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

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

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



9. Annex 10: 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 IWRM-K. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the IWRM-K. For the purposes of this agreement, the Contractor is defined as a business that agrees to conduct work for the IWRM-K as specified under the terms of a contract. The term "Contract" includes the general terms and conditions set forth in the body of this document (the "Terms and Conditions for Contracts").

2. SOURCE OF INSTRUCTIONS

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

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 IWRM-K.

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 IWRM-K for all sub-contractors. The approval of the IWRM-K 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 the IWRM-K 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 IWRM-K, 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 IWRM-K 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 the IWRM-K shall rest with the IWRM-K and any such equipment shall be returned to the IWRM-K at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the IWRM-K, 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 the IWRM-K 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 IWRM-K 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 IWRM-K 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 IWRM-K.

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 IWRM-K does not and shall not claim any ownership interest thereto, and the Contractor grants to the IWRM-K 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 IWRM-K, shall be made available for use or inspection by the IWRM-K at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the IWRM-K authorized officials on completion of work under the Contract.



12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF IWRM-K

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

- 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 IWRM-K sufficient prior notice of a request for the disclosure of information in order to allow the IWRM-K to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

The IWRM-K may disclose Information to the extent as required by national law in Kosovo.

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 IWRM-K, 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 IWRM-K 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 IWRM-K 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 IWRM-K 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.

The IWRM-K 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 IWRM-K 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 IWRM-K no payment shall be due from the IWRM-K 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 IWRM-K 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 IWRM-K 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 Kosovo. The parties' consent to the exclusive jurisdiction of, and agree that venue lies solely with, the state courts located in the Republic of Kosovo.

17. TAX EXEMPTION

The IWRM-K 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 IWRM-K's exemption from such taxes, duties, or charges, the Contractor shall immediately consult with the IWRM-K to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes the IWRM-K to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with the IWRM-K before the payment thereof and the IWRM-K 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 IWRM-K 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 IWRM-K Authorized Official possesses the authority to agree on behalf of IWRM-K 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 IWRM-K unless provided by an amendment to this Contract signed by the Contractor and jointly by the IWRM-K.