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Swiss Agency for Development
and Cooperation SDC

INTEGRATED WATER RESOURCES MANAGEMENT IN KOSOVO (IWRM-K)

Phase 1
May 2020 – April 2024

Strengthening Civil Society Organizations and Stakeholder Participation in Integrated Water Resources Management in Kosovo

Request for Proposal

September 17, 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 17, 2020 |
| | REFERENCE: Strengthening Civil Society Organizations and Stakeholder Participation in Integrated Water Resources Management in Kosovo |

Dear Sir / Madam:

The “Integrated Water Resources Management in Kosovo (IWRM-K) Program¹” (hereinafter the Program or the IWRM-K) kindly invite you to submit your Proposal² in EUR (VAT excluded) for RFP 02/2020 Strengthening Civil Society Organizations and Stakeholder Participation in Integrated Water Resources Management in Kosovo. The proposal must be submitted in a sealed envelope on or before 16.30 CEST on October 12, 2020, to the address below:

Skat Consulting Kosovo, IWRM-K Program
RFP02/2020 Strengthening CSOs and Stakeholder Participation in IWRM in Kosovo
136 Pashko Vasa street
Floor I. No.5, Pejton, Pristina, Kosovo
DO NOT OPEN BEFORE October 12, 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 email:
tender@skat.ch

Please use the following e-mail subject: RFP 02/2020 Strengthening CSOs and Stakeholder Participation in IWRM in Kosovo

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.

Offerors 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 the 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 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 | <p>The main objective of this assignment is the provision of comprehensive support in creating and strengthening stakeholder participation mechanisms for IWRM in Kosovo, particularly by capacitating CSOs/NGOs and other non-institutional stakeholders active at national and river basin levels. The Contractor (a renowned international NGO)⁴ will provide a mix of capacity building support services comprising training on different aspects of IWRM, mentorship/coaching, and support to formulation and implementation of projects through grants. This work is designed to build upon the achievements of the Program's Inception Phase.</p> <p>The Contractor shall be responsible for tasks such as co-design and support to operationalization of stakeholder participation mechanisms, strengthening the role of CSOs/NGOs in IWRM in Kosovo, design of grant scheme for CSOs/NGOs, etc.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------|--|--|--|--------------------|--|----|---|----------|----|--|----------|----|--|----------|----|--|----------|----|---|----------|----|--|----------|----|--|-----------|----|--|-----------|----|---|-----------|-----|---|-----------|
| 2 | List and Description of Expected Outputs to be Delivered | <table border="1"> <thead> <tr> <th></th> <th>Deliverable</th> <th>Tentative timeline (months upon signing of contract)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Report: comparative analysis and elaboration of models for stakeholder participation mechanisms (in English and Albanian)</td> <td style="text-align: center;">3 months</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Report: Analysis of identified stakeholders (and their representatives) to take part in the stakeholder participation mechanisms (in English and Albanian)</td> <td style="text-align: center;">3 months</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Needs assessment and capacity development plan targeting the stakeholder participation mechanisms (in English)</td> <td style="text-align: center;">5 months</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Training material targeting the stakeholder participation structures (in English and Albanian)</td> <td style="text-align: center;">6 months</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Procedure for selection of CSOs/NGOs and a list of identified organizations for inclusion in the Program (in English)</td> <td style="text-align: center;">4 months</td> </tr> <tr> <td style="text-align: center;">6.</td> <td>Basic induction/information package for CSOs/NGOs and other stakeholders (in English and Albanian)</td> <td style="text-align: center;">8 months</td> </tr> <tr> <td style="text-align: center;">7.</td> <td>Training curriculum on IWRM aspects relevant for CSOs/NGOs (in English and Albanian)</td> <td style="text-align: center;">12 months</td> </tr> <tr> <td style="text-align: center;">8.</td> <td>Report/guidance document on CSO/NGO networking (in English and Albanian)</td> <td style="text-align: center;">12 months</td> </tr> <tr> <td style="text-align: center;">9.</td> <td>Grants implementation manual for CSOs/NGOs (in English)</td> <td style="text-align: center;">14 months</td> </tr> <tr> <td style="text-align: center;">10.</td> <td>Project concepts/project proposals (in English)</td> <td style="text-align: center;">22 months</td> </tr> </tbody> </table> | | Deliverable | Tentative timeline (months upon signing of contract) | 1. | Report: comparative analysis and elaboration of models for stakeholder participation mechanisms (in English and Albanian) | 3 months | 2. | Report: Analysis of identified stakeholders (and their representatives) to take part in the stakeholder participation mechanisms (in English and Albanian) | 3 months | 3. | Needs assessment and capacity development plan targeting the stakeholder participation mechanisms (in English) | 5 months | 4. | Training material targeting the stakeholder participation structures (in English and Albanian) | 6 months | 5. | Procedure for selection of CSOs/NGOs and a list of identified organizations for inclusion in the Program (in English) | 4 months | 6. | Basic induction/information package for CSOs/NGOs and other stakeholders (in English and Albanian) | 8 months | 7. | Training curriculum on IWRM aspects relevant for CSOs/NGOs (in English and Albanian) | 12 months | 8. | Report/guidance document on CSO/NGO networking (in English and Albanian) | 12 months | 9. | Grants implementation manual for CSOs/NGOs (in English) | 14 months | 10. | Project concepts/project proposals (in English) | 22 months |
| | Deliverable | Tentative timeline (months upon signing of contract) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Report: comparative analysis and elaboration of models for stakeholder participation mechanisms (in English and Albanian) | 3 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Report: Analysis of identified stakeholders (and their representatives) to take part in the stakeholder participation mechanisms (in English and Albanian) | 3 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Needs assessment and capacity development plan targeting the stakeholder participation mechanisms (in English) | 5 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Training material targeting the stakeholder participation structures (in English and Albanian) | 6 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Procedure for selection of CSOs/NGOs and a list of identified organizations for inclusion in the Program (in English) | 4 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Basic induction/information package for CSOs/NGOs and other stakeholders (in English and Albanian) | 8 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | Training curriculum on IWRM aspects relevant for CSOs/NGOs (in English and Albanian) | 12 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Report/guidance document on CSO/NGO networking (in English and Albanian) | 12 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Grants implementation manual for CSOs/NGOs (in English) | 14 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | Project concepts/project proposals (in English) | 22 months | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Frequency of Reporting and Progress Reporting Requirements | As proposed in the offerors's methodology and agreed with the IWRM-K prior to contract signing | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Location of work | <input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Expected duration of work | 24 months from the signing of the contract | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Target start date | 01 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Estimated completion date | 30 October 2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Language of the Proposal | English | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Pre-proposal conference | Not Applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

⁴ International NGOs = organizations with international experience (not only in their own country), and not registered in Kosovo.

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| 10 | Travels Expected | Representatives of the expert team are expected to travel to Kosovo as needed. All travel related costs need to be included in company's offers. | |
| 11 | Implementation Schedule indicating breakdown and timing of activities/sub-activities | <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required [A detailed breakdown/timeline of activities needs to be included as part of the company's methodology reflecting the main requirements from the Terms of Reference] | |
| 12 | Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required | |
| 13 | Currency of Proposal | <input type="checkbox"/> Other currency (if required) <input checked="" type="checkbox"/> Euro | |
| 14 | Value Added Tax on Price Proposal⁵ | <input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes | |
| 15 | Bid Security | Will not be applied | |
| 16 | Liquidated Damages | Will not be applied | |
| 17 | Performance Security | Not Required | |
| 18 | Financial Standing | Not Required | |
| 19 | Validity Period of Proposals (Counting for the last day of submission of quotes) | <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, IWRM-K may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. | |
| 20 | Partial Quotes | <input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted | |
| 21 | Payment Terms⁶ | | Tentative timeline (months upon signing of contract) |
| | | 25% | <ul style="list-style-type: none"> • Report: elaboration of models for stakeholder participation mechanisms • List of identified stakeholders (and their representatives) to take part in the stakeholder participation mechanisms • Capacity development plan (based on needs assessment) targeting the stakeholder participation mechanisms • Training material targeting the stakeholder participation structures |

⁵ IWRM-K is VAT exempt in the country and all activities implemented by the Program directly or through contracts are also VAT exempt.

⁶ 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 only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, IWRM-K shall require the Service Provider to submit a bank guarantee or bank cheque payable to IWRM-K, in the same amount as the payment advanced by IWRM-K to the Service Provider.

| | | | |
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| | | <ul style="list-style-type: none"> Procedure for selection of CSOs/NGOs and a list of identified organizations for inclusion in the Program | |
| | | <ul style="list-style-type: none"> Basic induction/information package for CSOs/NGOs and other stakeholders Training curriculum on IWRM aspects relevant for CSOs/NGOs | 25% 12 months |
| | | <ul style="list-style-type: none"> Report/guidance document on CSO/NGO networking Grants implementation manual for CSOs/NGOs | 20% 14 months |
| | | 30% Project concepts/project proposals | 22 months |
| 22 | Type of Contract to be Signed | <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Other Type of Contract [pls. specify] | |
| 23 | Evaluation Method for the Award of Contract | <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively <input checked="" type="checkbox"/> Full acceptance of the IWRM-K's Contract Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal. | |
| 24 | Criteria for the Assessment of Proposal | <u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> The expertise of the Firm 250 <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 250 <input checked="" type="checkbox"/> Qualification of Key Personnel 200 <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by the IWRM-K. | |
| 25 | IWRM-K will award the contract to: | <input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on following factors: | |
| 26 | Contract General Terms and Conditions ⁷ | Terms and Conditions for contracts (goods and/or services) | |
| 27 | Annexes to this RFP ⁸ | <input checked="" type="checkbox"/> Annex 1: Terms of Reference <input checked="" type="checkbox"/> Annex 2: Bidder Submission Form <input checked="" type="checkbox"/> Annex 4: Qualification Form <input checked="" type="checkbox"/> Annex 5: Format of Technical Proposal <input checked="" type="checkbox"/> Annex 6: Financial Proposal Submission Form <input checked="" type="checkbox"/> Annex 9: Evaluation Criteria <input checked="" type="checkbox"/> Annex 10: Terms and conditions | |
| 28 | Contact for Inquiries (Written inquiries sent by email only) ⁹ | Email to: kosovo@skat.ch Any delay in the IWRM-K's response shall be not used as a reason for extending the deadline for submission unless the IWRM-K determines that such an extension is necessary and communicates a new deadline to the Proposers. | |

⁷ 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.

⁸ Where the information is available in the web, a URL for the information may simply be provided.

⁹ This contact person and address is officially designated by IWRM-K. If inquiries are sent to other person/s or address/es, even if they are IWRM-K staff, IWRM-K shall have no obligation to respond nor can the IWRM-K confirm that the query was received.

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| 29 | Deadline for Submission of requests for clarification | 3 working days before the deadline |
| 30 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | By e-mail to the requesting bidder and also posted on the Skat Consulting Ltd., St. Gallen website (https://skat.ch/jobs/) |
| 31 | Documents to be submitted: | <p><input checked="" type="checkbox"/> Annex 2: Bidder Submission Form</p> <p><input checked="" type="checkbox"/> Copy of the registration from relevant Registry in the country of origin defining the constitution or legal status, place of registration, and principal place of business; (no translation required)</p> <p><input type="checkbox"/> Annex 3: Joint Venture/Consortium/Association Information Form [JOINT VENTURE/CONSORTIUM IS NOT ALLOWED IN THIS PROCUREMENT CASE]¹⁰</p> <p><input checked="" type="checkbox"/> Annex 4: Qualification Form including proof of minimum required annual turnover</p> <p><input checked="" type="checkbox"/> Annex 5: Format of Technical Proposal including CVs of proposed experts for the assignment, as per the qualification requirements in the TOR</p> <p><input checked="" type="checkbox"/> CVs of proposed experts for the assignment, as per the qualification requirements in the TOR</p> <p><input checked="" type="checkbox"/> Annex 6: Financial Proposal Submission Form</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any</p> |
| 32 | Other: | Maximum budget for this assignment is 230,000 EUR . The IWRM-K shall eliminate offers exceeding the maximum available budget for this contract. |

¹⁰ However, subcontracting in up to 25% of the overall financial offer is possible under this procurement. In case of subcontracting, only the qualification of the main company will be evaluated along with the qualifications of the proposed key experts.

Annex 1: Term of Reference

Strengthening Civil Society Organizations and Stakeholder Participation in Integrated Water Resources Management in Kosovo

| | |
|-----------------------|--|
| Program Title: | <i>Integrated Water Resources Management in Kosovo (IWRM-K)</i> |
| Contract: | Strengthening Civil Society Organizations and Stakeholder Participation in Integrated Water Resources Management in Kosovo |
| Duty Station: | Combined home-based with regular presence in Kosovo ¹¹ |
| Duration: | 24 months (November 2020 – November 2022) |

1. 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 management of water resources 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 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 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

¹¹ Schedule of activities under this contract and the overall methodology and approach need to be tailored in a way to adjust to the likely COVID-19 restrictions with respect to ability to travel to Kosovo, and have (physical) meetings with CSOs and other stakeholders.

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 Lepenc¹², 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 MIE will 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 (CSOs and Stakeholder Involvement & Awareness):** The Program is set to support the creation of stakeholder participation mechanisms for IWRM. Country's most active CSOs/NGOs representing different societal interests will be particularly targeted. Following specialized capacity development support, selected CSOs/NGOs will contribute to the overall Program goals and country's priorities by implementation of Program-backed grants. The Program will support a series of communication and awareness raising activities, as well as dialogue facilitating the adoption of IWRM approaches among the key stakeholders and the general population of Kosovo. The contract subject to these TOR is aimed to provide the most critical capacity development support relating to strengthening the role of CSOs/NGOs in IWRM in Kosovo and creating stakeholder participation mechanisms.

1.1. CSOs/NGOs in Kosovo – a brief overview

The beginning of civil society actions in Kosovo dates back decades ago. In the modern concept of civil society, the first civil society initiatives and organizations date from the end of the 80s and beginning of 90s, after the fall of communism in Central and Eastern Europe and the beginnings of a new form of political oppression resulting with the establishment of a parallel life in Kosovo.

The post-conflict phase, as well as the establishment of the United Nations Mission in Kosovo and Provisional Institutions of Self Government in 1999, was the turning point for the overall development of the civil society in Kosovo. The enormous needs for emergency aid and re-

¹² The river basin management planning activities for the fourth basin (Drini i Bardhe) are underway by the ongoing partner initiative funded by SIDA. Hence the focus of the Program are the other three river basins, although for the needs of this consultancy a country-wide assessments has to be carried out by taking into account findings of existing technical documents such as the ones produced by the SIDA project.

building as well as interethnic reconciliation pushed the civil society towards transforming its activities and adapting to the new reality.

Large financial and technical support from international donors that arose in the form of the need to channel international funds for an after-war Kosovo resulted in a massive increase of the number of CSOs, which was not necessarily accompanied by the improvement of the quality of their work. „Easily accessible“ funds, combined with the dependency on foreign donations, created a large number of donor-oriented CSOs, as well as “passive” CSOs that would activate their efforts depending on fund availability. From over 8,500 CSOs (registered as NGOs by 2013), less than 10% are estimated to still be active or partially active. The number of active CSOs in Kosovo is estimated to be around 1,500. Less than 1,000 CSOs had any financial activity or employees during 2015. Even though with several years of experience as activism, the environmental civil society and CSOs capacities remain quite low and poor.

The majority of the sector is comprised of small CSOs, in terms of both funding and staff. CSOs based in Pristina and other regional centres in Kosovo dominate the sector. The trend of registration of new CSOs has been stable for the past six years, with around 500 new CSOs registered every year. However, realistic data for Environmental Civil Society Organizations sector is very limited and outdated¹³.

The networking and partnership between NGOs remains underdeveloped, mainly at level of attempts rather than materialized in concrete actions and products.

Even after many years of experience in activism, the capacity of environmental CSOs remains quite low. Kosovar civil society has limited influence on issues that are of major concern to citizens, such as economic development and the rule of law. Large-scale financial and technical support from international donors in post-war Kosovo resulted in a massive increase of the number of CSOs, which was not always accompanied by improvement in the quality of their work. Kosovo environmental CSOs have limited capacities to articulate properly citizen needs and little interest in promoting the sustainable development of water resources. One of the most problematic capacity gaps is the difficulty organizations face in keeping full-time staff in permanent positions. Consequently, they are unable to build human resources, accumulate knowledge and know-how, and advance their operations. Networking and partnership-building remain underdeveloped without more significant actions and results.

1.2. Needs of CSO involvement in IWRM and opportunities under the IWRM-K

The Program’s conceptual basis to support CSOs/NGOs in IWRM is provided by the so-called Dublin principles¹⁴ as well as the relevant European directives (e.g., Water Framework Directive, Floods Directive). These policy instruments make a clear distinction between the different intensity levels of public participation: information, consultation and involvement in decision making processes. While information is undeniable basis of all participation processes, but strictly a top-down one-way communication, consultation and active involvement are forms of a dialogue and therefore “real” participation. They state that involvement should not only be restricted to already active (institutionalized) stakeholders but to include also the broad public (i.e. water users). Additionally to the involvement of stakeholders and water users, the IWRM approach lays a special focus on the inclusion of women and diverse social groups.

Besides strengthening capacities of the key country’s institutions charged with mandates to manage water resources, the Program aims to facilitate social learning and creation of cross-sectoral stakeholder participation mechanisms. In this way, the water resources management system will undergo a process of decentralization and democratization via participation, en-

¹³ The last official document produced targeting the ECSOs is the REC ECSO database. Since the last ECSO Directory in 2018, no official data in regard to Environmental Civil Society is available – while the number of registered and partially active ECSO resulted in 65.

¹⁴ The Dublin statement has four guiding principles and two of the principles point out explicitly a participatory approach including all users (principle 2) and the involvement of women (principle 3).

sure that important water management decisions will be made through a process of balancing different social, economic and environmental protection interests. Such an intervention is expected to help transform a fragmented and highly centralized water management approach to a contemporary water governance system.

Measures will be taken that will help create and 'institutionalize' stakeholder participation mechanisms¹⁵ in parallel to the efforts to empower key water stakeholders so that they are better able to make meaningful influence on the decision-making processes. Special emphasis will be placed on CSOs/NGOs that need to articulate the voices and the interests of the general public, and also the interests of different communities, including vulnerable and marginalized groups which are at risk of exclusion from important decisions-making processes and other developments.

The Program is designed to facilitate the creation of cross-sectoral participation mechanisms for the preparation of the three RBMPs and also to oversee their subsequent implementation. This support would entail improving the formal, legal basis, and informal processes by finding the most suitable model given the specifics of Kosovo's legal and institutional context, as well as actual features and priorities of the river basins. Regardless of its legal form, this multi-stakeholder advisory structure will be composed of representatives of the main sectors governing and/or influencing water quantity and quality within the river basins¹⁶.

The Program intends to mobilize relevant CSOs/NGOs active at national and river basin levels and introduce them in a knowledge building effort that would be attached regarding their content and aim to different relevant components. Once they have better understanding of the basic principles and topics of IWRM, the Program will support them to take active role in the cross-sectoral participatory mechanisms. This will enable them to actively support the consultation phase of the preparation and implementation of RBMPs, as well as to take over responsibility for certain implementation efforts. As part of the organizational development support, selected (most promising) CSOs/NGOs will work on project concepts derived from the Programmes of Measures of the respective RBMPs. These jointly developed project ideas will be turned into complete project proposals that would be suitable for CSOs/NGOs-based implementation.

To be able to achieve this ambitious set of objectives regarding stakeholder participation and strengthening the capacity and role in IWRM of Kosovan CSOs/NGOs, the Program intends to contract high-quality expertise, capacity building support and mentorship/coaching by a renowned international organization with strong portfolio in the area of participatory approaches to water resources management. The entire process is intended to be a longer-term capacity development effort that aims to leave behind considerable capacities among national CSOs/NGOs as well as a fitting institutional structure for important contributions of the public to the overall IWRM system.

As part of this contract the Program aims to implement a set of capacity development activities targeting CSOs/NGOs as catalysts of the public interests in water resources management, including those of different communities, and diverse social groups. This multidimensional support would be based on a facilitated capacity self-assessment to get more insight into the level of knowledge/needs for CSOs/NGOs concerning water-related topics and processes. In a second step the co-creation of solutions and approaches to support participatory approaches

¹⁵ Except a few fragmented attempts to bring about stakeholder participation mechanisms in water management and other environmental issues, this would be a largely novel approach for Kosovo. This provides the possibility to tailor-make an approach that will fit the context and ensure lasting change toward better inclusiveness in the decision-making processes.

¹⁶ The support to be provided under this contract will particularly target the non-institutional stakeholders in the river basins (e.g. farmers, fishermen, and tourism and recreation, CSOs/NGOs, and other entities representing different water use interests). Throughout the Program implementation these basin-scale 'structures' will get a comprehensive capacity development support also through other mechanisms beyond the scope of these TOR.

to IWRM will be in the focus. More specifically, the main aims of the support entail: **a)** enhancing the knowledge on IWRM issues and advocacy skills to support meaningful contribution to future consultation and/or decision-making in support to IWRM and RBMP related processes of the other Program components; **b)** turning them from beneficiaries of capacity development support to partners of institutions that are able to detect, understand and articulate the interests of different groups in the society (e.g., women, youth, different ethnic groups, vulnerable communities); and **c)** to rely on them as implementation partners for certain components of the Program where they'll exercise their enhanced roles in society around important water resource management issues (e.g., construction of new dams, responsible use of water, health protection, creating public pressure to reduce pollution from industry and agriculture).

This capacity development support will be implemented in parallel to and in cooperation with a multitude of planning, capacity building and piloting initiatives supporting IWRM in Kosovo. Hence the need for it to be highly dynamic and flexible so that it can incorporate any new findings, and newly identified needs (e.g., as part of the other Program components) that can be addressed by types of activities envisaged under the contract subject to these TOR.

2. Objectives & Scope of work

The main objective of this long-term assignment is the provision of comprehensive support in creating and strengthening stakeholder participation mechanisms for IWRM in Kosovo, particularly by capacitating CSOs/NGOs and other non-institutional stakeholders active at national and river basin levels. The Contractor (a renowned international NGO) will provide a mix of capacity building support services comprising training on different aspects of IWRM, mentorship/coaching, and support to formulation and implementation of projects through grants. This work is designed to build upon the achievements of the Program's Inception Phase¹⁷.

This combination of support activities would aim at fulfilling some of the Program's key objectives, including: **a)** improving the dialogue between Government and CSOs/NGOs for IWRM related processes with special focus on the RBMP; **b)** enhancing the process of decentralization and democratization of water resource management through better access to information and involvement in the decision-making process; **c)** enhancing capabilities of CSOs to raise public awareness on water-related issues; **d)** promoting the involvement of different communities, including vulnerable and marginalized groups in balancing water-related interests in line with the sustainability objectives.

Duties and Responsibilities

Under the supervision of the Team Leader and the Program Manager of the IWRM-K Program, the overall thematic guidance of the respective experts of the Environment Agency Austria and the Program's Senior Adviser (Outcome 3 Leader), as well as in close collaboration with the relevant stakeholders and other Program experts, the Contractor shall be responsible for the following main tasks:

TASK 1: CO-DESIGN AND SUPPORT TO OPERATIONALIZATION OF STAKEHOLDER PARTICIPATION MECHANISMS

By joining efforts with other Program experts (e.g., on preparation of River Basin Management Plans, legal and institutional development experts), the Contractor will play an important role in identifying possible models for stakeholder participation in IWRM in line with the legal, cultural, financial possibilities and other features of Kosovo. The work will include identification of (mostly) non-institutional stakeholders (and their representatives) in the stakeholder participa-

¹⁷ Relevant Program-backed technical assessment reports, including one on CSOs in IWRM, will be made available to the selected Contractor.

tion 'structures' for the three target river basins, capacity needs assessment, as well as capacity development support that would help establish the basis for long-term democratization of water resource management in Kosovo.

More specifically, the Contractor will be responsible for the following:

1. Detailed study into country context regarding water resource management challenges, consequences of the current levels and approaches to stakeholder involvement¹⁸;
2. Elaborate, based on international examples and experiences from Kosovo, possible models for stakeholder participation in the context of Kosovo in high level of detail that will assist authorities and stakeholders to make informed selection decision¹⁹;
3. Support the identification and description (e.g. roles, legal status, and interests) of the key stakeholders and their representatives for participation in the proposed stakeholder participation structures for each of the three target river basins (e.g., based on significant water management issues in each basin, current capacity of non-institutional stakeholders, specific vulnerabilities, public opinion and other criteria);
4. Assessment of the capacity development needs of the stakeholder participation mechanisms vis-à-vis level of understanding of water management issues, ability to communicate at different levels with diverse groups and be able to collect and articulate needs, interests and ideas in a multi-stakeholder setting;
5. Design of a (long-term) capacity development plan targeting the stakeholder participation mechanisms (e.g., comprising training, study visits, information and communication tools²⁰, coaching);
6. Deliver basic training on stakeholder participation in the context of IWRM mainly to the representatives of the stakeholder participation mechanisms. This can be organized as part of the regular meetings of these groups organized during the course of Program implementation²¹. The Contractor will be expected to design and organize innovative approaches that will enable stakeholders to better understand different water-related interests and the need and possibilities to balance them out;
7. Facilitate discussions/consultations on the most significant challenges and/or management responses for each of the three target river basins based on the preparatory work in other Program components and/or findings of the RBMPs and the corresponding investment measures (e.g., issues related to major infrastructure development projects, dealing with pollution from different sources)²².

TASK 2: STRENGTHENING THE ROLE OF CSOs/NGOs IN IWRM IN KOSOVO

One of the particularly important objectives of the Program is to enable CSOs/NGOs to play an increasingly influential role in setting and implementing water resource management in Kosovo. A positive result of this task would bring about qualitative changes in the long-term recognition and balance of interests among different water uses. As part of this contract, the Program will identify most promising CSOs/NGOs representing diverse societal interests, invest in their capacity building aiming at turning them into an important player in driving the

¹⁸ NOTE: this is not intended to be a highly technical analysis, but rather a simplified study that combines the findings of technical experts/scientists of the other Program components as they become available, as well as other technical documentation available for Kosovo.

¹⁹ In fulfilling these responsibilities the Contractor will receive expert support by Program's legal and institutional development experts (e.g., in terms of advice on legal requirements and opportunities to accommodate different models)

²⁰ The proposal on communication approaches and tools needs to be coordinated with the overall Program's communication strategy and action plan that will be implemented through a separate parallel contract.

²¹ The newly created bodies are expected to meet at least twice a year to discuss different aspects of IWRM, linked to the preparation of the River Basin Management Plans.

²² This is foreseen as an on-the-job training organized surrounding specific case studies that are most likely to develop in Kosovo following the preparation of the RBMPs and/or other investment plans.

transformation agenda toward more equitable water management and overall sustainable development of Kosovo.

The work of the Contractor would involve identification of suitable CSO/NGO partners, capacity building support on various aspects (e.g., IWRM related topics, advocacy and policy dialogue e.g. effective communication with the government and the public), public awareness raising, project design and management, lobbying and fundraising), as well as assistance in implementation of a grants programme targeting CSOs/NGOs on issues identified by the Program (e.g., throughout the preparation of RBMPs)²³.

More specifically, work under this task will comprise the following:

1. Review of all available relevant documents (reports, strategies, assessments, surveys, etc.) regarding the CSOs/NGOs in Kosovo with emphasis on organizations representing interests relevant to water resources management and/or the Programme (e.g., environment, water, agriculture, forestry, fisheries, social aspects and vulnerabilities, gender, governance, youth, minority issues). Starting point for this is the Program-backed technical assessment report on CSOs/NGOs role in IWRM (to be made available to the selected Contractor);
2. Support to identification of relevant CSOs/NGOs at national and river basin levels to be involved in the Program activities and the (future) stakeholder participation structures (as described under Task 1). The work will involve setting up selection criteria, support to dissemination of information on the opportunities offered by the Program, mobilization of relevant organizations and population groups, including those that are harder to reach, participation in the evaluation/selection process;
3. Development of basic induction/information package on relevant water related topics to ensure that different organizations are brought to comparable understanding of challenges, management responses and share of roles and responsibilities in society in the multi-disciplinary IWRM system;
4. Further training needs assessment, development and delivery of a more comprehensive training programme on IWRM²⁴;
5. Co-design and delivery of targeted additional capacity development/training programmes on issues of interest of the identified CSOs/NGOs (e.g., advocacy and policy dialogue, public awareness raising, effective communication with the Government and the public, project design and management, lobbying and fundraising)²⁵;
6. Facilitate networking between the partner organizations, if deemed appropriate, so as to enhance their overall position vis-à-vis the Government institutions, businesses and other interests in water resource management. The relevant work may include collective training, exchange of experiences and learnings, presentation of best practices/models, as well as formulation of basic (legal) acts for the cooperation.

TASK 3: DESIGN OF GRANT SCHEME FOR CSOs/NGOs

In parallel to the activities aiming at introducing stakeholder participation mechanisms and strengthening CSOs/NGOs, the Program will generate considerable new knowledge on water

²³ Described in Task 3 below.

²⁴ The same training programme can be delivered to CSOs/NGOs and the other representatives of the stakeholder participation mechanisms. It needs to be short, concise but creative and innovative so as to trigger increased interest in the relevant topics. The training can be in the form of written material, short video(s), and/or other means depending on input by selected partner organizations. The development of the training programme will be carried out in a close relationship with the other components as well as other training/educational programmes supported by the IWRM-K but targeting other groups (e.g., authorities, higher education institutions) for the needs of achieving conceptual complementarity.

²⁵ Emphasis will be placed on those aspects that are most significant in ensuring organizations' sustainability and capacity to take active part in future IWRM in Kosovo.

related challenges and management responses. It is anticipated that great deal of these responses will be suitable for CSO/NGO-supported or even led implementation. Therefore, the Program foresees design and implementation of a multi-purpose specialized grant programme targeting CSOs/NGOs aiming at: **a)** support the consultation process during the preparation of the RBMPs; **b)** facilitating the implementation of the Programme of Measures of the RBMPs; **c)** provision of on-the-job training opportunities for the selected CSOs/NGOs; and **d)** raising community awareness on relevant issues, instigating positive long-lasting behavioural change as well as appropriate structures and placing waters higher on the country's political agenda.

The grants programme can be implemented in more than one cycles as relevant information becomes available throughout IWRM-K implementation. The relevant work of the Program will provide the ideas, while the Contractor will support developing concepts and project proposals, support the evaluation process, as well as implementation of the grants by the selected CSOs/NGOs. The development of the project concepts and proposals can be carried out in an on-the-job training setting based on priorities listed under the Task 2 above.

More specifically the Contractor will:

1. Follow regularly the developments under the Program to identify interesting ideas, priorities and required management responses to address different water management related issues (e.g., RBMPs, different studies, and expert assessments);
2. Develop a grants implementation manual covering all relevant aspects (e.g., selection of ideas, developing of concepts, identification of implementers, eligibility criteria, evaluation/selection process, implementation of grants, monitoring and evaluation of results);
3. Deliver hand-on training to CSOs/NGOs to develop project concepts and further project proposals/project documents that will guide the implementation of the grants;
4. Support the implementation of the grants by providing CSOs/NGOs with coaching, and on-demand technical support. Part of this should be the support to CSO/NGO networking activities that would facilitate information exchange and social learning among grantees
5. Provide support to the Program Facilitation Unit by monitoring and evaluation of results from the grants programme, assessing implementation effectiveness, and summarizing lessons learnt²⁶.

3. Main Outputs/Deliverables

| Deliverable | | Tentative timeline (months upon signing of contract) |
|-------------|--|---|
| 1. | Report: comparative analysis and elaboration of models for stakeholder participation mechanisms (in English and Albanian) | 3 months |
| 2. | Report: Analysis of identified stakeholders (and their representatives) to take part in the stakeholder participation mechanisms (in English and Albanian) | 3 months |
| 3. | Needs assessment and capacity development plan targeting the stakeholder participation mechanisms (in English) | 5 months |
| 4. | Training material targeting the stakeholder participation structures (in English and Albanian) | 6 months |
| 5. | Procedure for selection of CSOs/NGOs and a list of identified organizations for inclusion in the Program (in English) | 4 months |

²⁶ These TOR primarily cover the period until the formulation of project ideas/documents and launching of selected projects for grants. Possible extension of the contract to support monitoring and evaluation of grants implementation and/or additional support services will be subject to later assessment (e.g., depending on funds availability, capacity development achievements). Hence, this particular activity under Task 3 will primarily aim at building local capacity at PFU level and among CSOs/NGOs to effectively carry out monitoring, evaluation and analysis of lessons learnt.

| Deliverable | | Tentative timeline (months upon signing of contract) |
|-------------|--|---|
| 6. | Basic induction/information package for CSOs/NGOs and other stakeholders (in English and Albanian) | 8 months |
| 7. | Training curriculum on IWRM aspects relevant for CSOs/NGOs (in English and Albanian) | 12 months |
| 8. | Report/guidance document on CSO/NGO networking (in English and Albanian) | 12 months |
| 9. | Grants implementation manual for CSOs/NGOs (in English) | 14 months |
| 10. | Project concepts/project proposals (in English) | 22 months |

4. Qualification Requirements

The **international NGO** (the Contractor) shall have extensive international experience (**at least 12 years**) in developing and managing projects involving CSO/NGO development, water resources management, public awareness raising and community mobilization on environmental/water management issues, as well as delivery of training on environmental/water issues. It will preferably possess knowledge on the latest developments in the area of water resources management (e.g., IWRM, EU directives, nature-based solutions) as well as experience from working in diverse geographical and political contexts and different levels in the governance system (e.g., from grass root levels to the highest policy/decision-making levels in society).

It will have a record of **minimum 5 projects** of comparable nature and degree of complexity (e.g., capacity development support to CSOs/NGOs, community mobilization, stakeholder participation in environmental/water management). It will have experience from **at least 2 projects** that involve CSO/NGO work and stakeholder participation in IWRM and/or different aspects of water resource management (e.g., community mobilization for large-scale water infrastructure development, support to stakeholder participation in water resources management, design and implementation of grant programmes on water management aspects).

The scope of work requires an **interdisciplinary team** of skilled **experts** with compatible qualifications and previous experience in projects and initiatives. Team members will possess excellent relevant technical and capacity development skills in order to successfully implement the assignment. 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 |
|----|--|--|
| 1. | Team Leader ²⁷ | <ul style="list-style-type: none"> o Minimum M.Sc. in relevant field (Water Resources Management, Environment, Social Science, Communication studies). o Minimum 10 years of professional experience in similar assignments (stakeholder participation mechanisms in IWRM, support to CSOs/NGOs, design and implementation of grants programmes) o Relevant experience from at least 5 projects of comparable nature and degree of complexity (stakeholder participation mechanisms in IWRM, support to CSOs/NGOs, design and implementation of grants programmes) o Experience as a Team Leader (or another lead position) from at least 2 relevant projects (stakeholder participation mechanisms in IWRM, support to CSOs/NGOs, design and implementation of grants programmes) |
| 2. | CSO/NGO development | <ul style="list-style-type: none"> o Minimum university degree in social sciences, management or similar o At least 8 years of experience from work with CSOs/NGOs (e.g., design and implementation of capacity development programmes) and or networking activities for CSOs/NGOs o Experience from at least 3 projects that involve design and implementation of capacity development or networking programmes targeting CSOs/NGOs |

²⁷ Applicants may propose a Deputy Team Leader position to be preferably held by a local expert from Kosovo.

| | Team members and/or areas of expertise | Qualification requirements |
|----|--|---|
| 3. | Project design and management | <ul style="list-style-type: none"> ○ Minimum university degree in management, engineering, environment, social sciences or similar ○ Minimum 8 years of professional experience from design, implementation, monitoring (including controlling) and evaluation of projects (preferably environmental/water management projects) ○ Preferably relevant experience from design and/or implementation of at least 3 projects dealing with different aspects of water resource management ○ Experience as a trainer for project design and management (minimum 2 projects/assignments) |
| 4. | Community mobilization | <ul style="list-style-type: none"> ○ Minimum university degree in social sciences (sociology, anthropology, behavioral sciences, psychology, or similar) or exhaustive practical experience (e.g. as moderator/mediator or social worker with clientele consisting of women, youth or marginalized groups) ○ Minimum 7 years of experience relevant fields (e.g., sociological, socio-cultural, anthropological research; gender, community mobilization, awareness raising) ○ Experience from at least 3 relevant projects with focus on a low threshold approach to relevant or similar topics (e.g., sociological, socio-cultural, anthropological research; community mobilization, awareness raising projects, preferable in the context of IWRM) |
| 5. | Stakeholder participation | <ul style="list-style-type: none"> ○ Minimum relevant university degree (management, social sciences or similar) or exhaustive practical experience (e.g. as moderator/mediator) ○ Minimum 8 years of experience from relevant projects involving design and creation of stakeholder participation mechanisms in different environmental/water management issues ○ Experience from at least 3 relevant projects (e.g., design and implementation of stakeholder participation mechanisms in water resources management, capacity development support/training to stakeholders on IWRM-related issues, evaluation of stakeholder participation) |

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)** If deemed necessary, companies may propose experts with other profiles mindful of the implication on their financial offers (while this may bring slight increases in the overall score, these supplementary expert will not be specifically evaluated); **c)** Considering the nature of the requirements, wherever possible, companies are encouraged to involve qualified local experts (on key or non-key positions) and/or other support personnel. This will be considered a strong asset.

5. Terms and Conditions

- *Language*

The language of the required deliverables is indicated in the Main Outputs/Deliverables Section of these TOR. The quality of the documents is subject to review prior to approval. High quality proofreading is mandatory.

- *Sources of data*

The Program will make best possible efforts to provide all relevant documentation/information to the selected Contractor. In certain instances, it will only point to the sources of information. In such cases, the Contractor will have the general responsibility for evaluating its quality, collecting and analysing.

- *Duration of the assignment*

Maximum available time for completing the assignment is 24 months upon signing of the contract.

- *Methodology*

The interested offerors need to develop a concise methodology describing the approach and all the steps to be undertaken that will lead toward successful completion of the assignment.

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

All primary data, reports, and other documentation in the course of this assignment shall be made available to Program in electronic format. The ultimate ownership of the deliverables rests within the Donor (the Swiss Agency for Development and Cooperation) and the Ministry of Economy and Environment. The Program has the right to use the results of the work in various publications, citing the results of work carried out, and/or asking the experts to contribute as authors/co-authors. The experts of the Contractor can use the findings of this work only following a written consent by the owners.

- *Travel*

Representatives of the expert team are expected to travel to Kosovo as needed. All travel related costs need to be included in company's offers.

- *Payment schedule*

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

| | Deliverable | Tentative timeline (months upon signing of contract) |
|------------|--|--|
| 25% | <ul style="list-style-type: none"> • Report: elaboration of models for stakeholder participation mechanisms • List of identified stakeholders (and their representatives) to take part in the stakeholder participation mechanisms • Capacity development plan (based on needs assessment) targeting the stakeholder participation mechanisms • Training material targeting the stakeholder participation structures • Procedure for selection of CSOs/NGOs and a list of identified organizations for inclusion in the Program | 6 months |
| 25% | <ul style="list-style-type: none"> • Basic induction/information package for CSOs/NGOs and other stakeholders • Training curriculum on IWRM aspects relevant for CSOs/NGOs | 12 months |
| 20% | <ul style="list-style-type: none"> • Report/guidance document on CSO/NGO networking • Grants implementation manual for CSOs/NGOs | 14 months |
| 30% | Project concepts/project proposals | 22 months |

Annex 2: Bidder Submission Form

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Annex 3: Bidder Information Form

| | |
|--|--|
| The legal name of Bidder | |
| Legal address | |
| Year of registration | |
| Bidder's Authorized Representative Information | |
| Country/ies of operation | |
| No. of full-time employees | |
| Quality Assurance Certification²⁸ (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 | |

²⁸ The possession of such certification is not a mandatory requirement. However, it may result in acquiring slightly higher score on the Bidder's qualifications, capacity and experience assessment

Annex 4: Qualification Form

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

Documents to be submitted along with Annex 4:

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

Previous Relevant Experience

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

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

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

Expertise

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

| No. | Position | Relevant projects are (please check the requirements in TOR for the relevance of projects) | Educa-tion | Total experi-ence / experi-ence in rele-vant projects (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 | |
| | <i>Information from Balance Sheet</i> | | |
| Total Assets (TA) | | | |
| Total Liabilities (TL) | | | |
| Current Assets (CA) | | | |
| Current Liabilities (CL) | | | |
| | <i>Information from Income Statement</i> | | |
| 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.

Annex 5: Format of Technical Proposal

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

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

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

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

SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

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

SECTION 3: Management Structure and Key Personnel

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

project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

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

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

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

Signature of Personnel

Date (Day/Month/Year)

Annex 6: Financial Proposal 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 02/2020** 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.

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

Table 3: Breakdown of Other Costs

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

Table 4: Breakdown of Price per Deliverable/Activity

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

Payment is deliverables based

Annex 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 | | | | |
|--|---|-------------------|------------------------|---|---|---|---|
| | | | A | B | C | D | E |
| 1. | Expertise of organization | 250 | | | | | |
| 2. | Proposed methodology and approach | 250 | | | | | |
| 3. | Personnel (qualifications and experience) | 200 | | | | | |
| Total: | | 700 | | | | | |

YES/NO for minimum requirements

| Section 1. Bidder's qualification, capacity, and experience | | | |
|---|---|--|--|
| 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) | | 20 |
| 1.2 | Extensive international experience of at least 12 years in developing and managing projects involving CSO/NGO development, water resources management, public awareness raising and community mobilization on environmental/water management issues, as well as delivery of training on environmental/water issues. | | 56 points for 12 years |
| | | | 68 points for 13 to 17 years |
| | | | Max 80 points for 18 years and more |
| 1.3 | Record of minimum 5 projects of comparable nature and degree of complexity (e.g., capacity development support to CSOs/NGOs, community mobilization, stakeholder participation in environmental/water management). | | 56 points for 5 projects |
| | | | 68 points for 6 to 10 projects |
| | | | Max 80 points for 11 projects and more |
| 1.4 | At least 2 projects that involve CSO/NGO work and stakeholder participation in IWRM and/or different aspects of water resource management (e.g., community mobilization for large-scale water infrastructure development, support to stakeholder participation in water resources management, design and implementation of grant programmes on water management aspects). | | 35 points for 2 project |
| | | | 43 points for 3 to 7 projects |
| | | | Max 50 points for 8 projects and more |
| 1.5 | Demonstrated knowledge on the latest developments in the area of water resources management (e.g., IWRM, EU directives, nature-based solutions) as well as experience from working in diverse geographical and political contexts and different levels in the governance system (e.g., from grass root levels to the highest policy/decision-making levels in society). NOTE: Obtaining 0 points on this particular criterion is not considered grounds for disqualification. | | 20 |
| Total Section 1: | | | 250 |

| Section 2. Proposed Methodology, Approach and Implementation Plan | | Points obtainable |
|--|---|--------------------------|
| 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? Does the proposer understand the task and the project environment? | 70 |
| 2.2 | Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference | 70 |
| 2.3 | Details on how the different service elements shall be organized, controlled, and delivered | 40 |
| 2.4 | Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement | 40 |
| 2.5 | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic | 30 |
| Total Section 2: | | 250 |

| Section 3. Management Structure and Key Personnel | | | |
|--|---|--|--|
| 3.1 | | | |
| | Team Leader | YES/NO for minimum requirements | Score |
| | Minimum M.Sc. in relevant field (Water Resources Management, Environment, Social Science, Communication studies) | | 7 points for MSc Max 10 points for PhD |
| | | | 10 |
| | Minimum 10 years of professional experience in similar assignments (stakeholder participation mechanisms in IWRM, support to CSOs/NGOs, design and implementation of grants programmes) | | 11 points for 10 years 13 points for 11 to 15 years Max 15 points for 16 years or more |
| | | | 15 |
| | | | 10 points for 5 projects 13 points for 6 to 10 projects Max 15 points for 10 and more projects |
| | Relevant experience from at least 5 projects of comparable nature and degree of complexity (stakeholder participation mechanisms in IWRM, support to CSOs/NGOs, design and implementation of grants programmes) | | 10 points for 5 projects 13 points for 6 to 10 projects Max 15 points for 10 and more projects |
| | | | 15 |
| | Experience as a Team Leader (or another lead position) from at least 2 relevant projects (stakeholder participation mechanisms in IWRM, support to CSOs/NGOs, design and implementation of grants programmes) | | 7 points for 2 projects Max 10 points for 3 projects and more |
| | | | 10 |
| | | | Max points: |
| | | | 50 |
| 3.2 | | | |
| | CSO/NGO development | YES/NO for minimum requirements | |
| | Minimum university degree in social sciences, management or similar | | 6 points for BSc Max 8 points for MSc |
| | | | 8 |
| | At least 8 years of experience from work with CSOs/NGOs (e.g., design and implementation of capacity development) | | 10 points for 8 years 13 points for 9 to 13 years Max 15 points for 14 years or more |
| | | | 15 |
| | | | 10 points for 3 projects 13 points for 4 to 9 projects Max 15 points for 10 and more projects |
| | Experience from at least 3 projects that involve design and implementation of capacity development or networking programmes targeting CSOs/NGOs | | 10 points for 3 projects 13 points for 4 to 9 projects Max 15 points for 10 and more projects |
| | | | 15 |
| 3.3 | | | Max points: |
| | | | 38 |

| Section 3. Management Structure and Key Personnel | | | | |
|--|---|--|--|-----------|
| Project design and management | | YES/NO for minimum requirements | | |
| | Minimum university degree in management, engineering, environment, social sciences or similar | | 7 points for BSc | 10 |
| | | | Max 10 points for MSc | |
| | Minimum 8 years of professional experience from design, implementation, monitoring (including controlling) and evaluation of projects (preferably environmental/water management projects) | | 7 points for 8 years | 10 |
| | | | 10 points for 9 years and more | |
| | Preferably relevant experience from design and/or implementation of at least 3 projects dealing with different aspects of water resource management | | 10 points for 3 projects | 15 |
| | | | 13 points for 4 to 9 projects | |
| | | | Max 15 points for 10 and more projects | |
| | Experience as a trainer for project design and management (minimum 2 projects/assignments) | | 3.5 points for 2 projects | 5 |
| | | | 5 points for 3 projects and more | |
| 3.4 | | | Max points: | 40 |
| Community mobilization | | YES/NO for minimum requirements | Sub-Score | |
| | Minimum university degree in social sciences (sociology, anthropology, behavioral sciences, psychology, or similar) or exhaustive practical experience (e.g. as moderator/mediator or social worker with clientele consisting of women, youth or marginalized groups) | | 4 points for BSc | 6 |
| | | | Max 6 points for MSc | |
| | Minimum 7 years of experience relevant fields (e.g., sociological, socio-cultural, anthropological research; gender, community mobilization, awareness raising) | | 11 points for 7 projects | 15 |
| | | | 13 points for 8 to 12 years | |
| | | | Max 15 points for 13 years and more | |
| | Experience from at least 3 relevant projects with focus on a low threshold approach to relevant or similar topics (e.g., sociological, socio-cultural, anthropological research; community mobilization, awareness raising projects, preferable in the context of IWRM) | | 11 points for 3 projects | 15 |
| | | | 13 points for 4 to 9 projects | |
| | | | Max 15 points for 10 and more projects | |
| 3.5 | | | Max points: | 36 |
| Stakeholder participation | | YES/NO for minimum requirements | | |
| | Minimum relevant university degree (management, social sciences or similar) or exhaustive practical experience (e.g. as moderator/mediator) | | 4 points for BSc | 6 |
| | | | Max 6 points for MSc | |
| | Minimum 8 years of experience from relevant projects involving design and creation of stakeholder participation mechanisms in different environmental/water management issues | | 11 points for 8 years | 15 |
| | | | 13 points for 9 to 13 years | |
| | | | Max 15 points for 14 years and more | |
| | Experience from at least 3 relevant projects (e.g., design and implementation of stakeholder participation mechanisms in water resources management, capacity development support/training) | | 11 points for 3 projects | 15 |
| | | | 13 points for 4 to 9 projects | |

| Section 3. Management Structure and Key Personnel | | | |
|--|--|--|--|
| | to stakeholders on IWRM-related issues, evaluation of stakeholder participation) | | Max 15 points for 10 and more projects |
| | | | Max points: |
| | | | 36 |
| | | | 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:

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

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

Annex 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 Terms").

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 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 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 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:

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

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

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

The Contractor may disclose Information to the extent required by law, provided that the Contractor will give the 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 the 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 the IWRM-K unless provided by an amendment to this Contract signed by the Contractor and jointly by the IWRM-K.