

**INTEGRATED WATER RESOURCES MANAGEMENT IN KOSOVO
(IWRM-K)**

**Phase 1
May 2020 – April 2024**

**Support to IWRM-K Program Communica-
tion Activities**

**Request for Proposal
07-2022**

March 2022

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Acronyms/Abbreviations

EAA	Environment Agency Austria
EU WFD	EU Water Framework Directive
IWRM	Integrated Water Resource Management
IWRM-K	Integrated Water Resource Management in Kosovo
MESPI	Ministry of Environment, Spatial Planning, and Infrastructure
RBDA	River Basin District Authority
RFP	Request for Proposals
SDC	Swiss Agency for Development and Cooperation
TOR	Terms of Reference

1. INVITATION FORM

Integrated Water Resources Management in Kosovo (IWRM-K) Program	DATE: March 21, 2022
	REFERENCE: Support to IWRM-K Program Communication Activities

Dear Sir / Madam:

The “Integrated Water Resources Management in Kosovo” Program¹ (hereinafter the Program or IWRM-K) kindly invites you to submit your Proposal² for **RFP 07/2022 Support to IWRM-K Program Communication Activities**. The proposal must be submitted in a sealed envelope on or before 16.30 CET on 4 April 2022, to the address below:

**Skat Consulting Kosovo, IWRM-K Program
RFP 07/2022 Support to IWRM-K Program Communication Activities
136 Pashko Vasa Street
Floor I. No.5, Pejton, Pristina, Kosovo
DO NOT OPEN BEFORE 4 April 2022**

PLEASE NOTE THAT THE 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 07/2022 Support to IWRM-K Program Communication Activities

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 physically signed and scanned in the .pdf format. The same submission time as for hard copy offers pertains.

**Max. size of uploaded files (per document) must not exceed 20 MB
Password for the FINANCIAL OFFER shall be provided to IWRM –K only upon conclusion of deadline and required by e-mail³.**

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

¹The IWRM-K is a Swiss Agency for Development and Cooperation (SDC) and Government of Kosovo Program, implemented by Skat Consulting Ltd. (Switzerland) in consortium with the Environment Agency Austria (EAA). This procurement is organized by Skat Consulting Branch Office in Kosovo.

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

³ Password protection of a PDF document can be done by using free software, such as Adobe Reader for example. Open the PDF and choose Tools > Protect > Encrypt > Encrypt with Password. Companies that will pass the technical evaluation will be approached by IWRM-K to share the passwords to the financial offers.

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.

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 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 IWRM-K after it has received the Proposal. At the time of Award of Contract or Purchase Order, IWRM-K reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum of 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 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.

IWRM-K encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to 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 the assignment encompasses design, implementation support, and advisory services for carrying out IWRM-K's communication activities in line with the earlier communication strategy and action plan in continuation of the communication successes so far.</p> <p>The work involves enriching the existing communication activities, tools, and channels by bringing innovative ideas on public awareness-raising, and stakeholder mobilization surrounding the vision and mission of the IWRM-K Program.</p> <p>The communication activities need to be flexibly tailored in a way to follow Program implementation, as well as its communication needs and possible challenges that can be addressed through proper communications.</p>																														
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3	Frequency of Reporting and Progress Reporting Requirements	As proposed in the company'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	12 months initial contract with possibility of flexible extensions																														
6	Target start date	18 th April 2022																														
7	Estimated completion date	17 th April 2023, with possible flexible extensions																														
8	Language of the Proposal	English																														
9	Pre-proposal conference	Not Applicable																														

10	Travels Expected	Representatives of the expert team are expected to be present in Kosovo regularly (to be proposed in companies' methodologies). All travel-related costs need to be calculated in the budgets of the bidders									
11	Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required [A tentative 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 type="checkbox"/> No financial proposals are required at this stage. <input checked="" type="checkbox"/> Euro									
14	Value Added Tax on Price Proposal⁴	<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 (applicable to the second stage)									
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, the 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 Terms⁵	<table border="1"> <thead> <tr> <th>Instalment</th> <th>Deliverable</th> <th>Tentative timeframe (months upon signing of contract)</th> </tr> </thead> <tbody> <tr> <td>25%</td> <td>1. Creation of a website for RBDA 2. Opening of Facebook account for RBDA and launching posting 3. Completion of the 1st newsletter</td> <td>Three months</td> </tr> <tr> <td>25%</td> <td>1. Completion of the 2nd newsletter 2. Completion of 1 competition/event</td> <td>Six months</td> </tr> </tbody> </table>	Instalment	Deliverable	Tentative timeframe (months upon signing of contract)	25%	1. Creation of a website for RBDA 2. Opening of Facebook account for RBDA and launching posting 3. Completion of the 1 st newsletter	Three months	25%	1. Completion of the 2 nd newsletter 2. Completion of 1 competition/event	Six months
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⁴ The IWRM-K is VAT exempt in the country and all activities implemented by the Program directly or through contracts are also VAT exempt.

⁵ 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.

			3. Preparation of 1-2 short videos	
		25%	1. Completion of the 3 rd newsletter 2. Completion of 1-2 short videos	Nine months
		25%	1. Completion of the 4 th newsletter 2. Completion of the longer video 3. Preparation of final report 4. Completion of all outstanding activities according to contract	Twelve months
22	Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Other Type of Contract: Framework contract		
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. The technical proposal shall be evaluated using the combined scoring method. The minimum threshold is 70% of 700 points, i.e., minimum of 490 points. <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 Firm 250 points <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 250 points <input checked="" type="checkbox"/> Qualification of Key Personnel 200 points <u>Financial Proposal (30%): 300 points</u>		
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		
26	Contract General Terms and Conditions⁶	Terms and Conditions for contracts (goods and/or services)		
27	Annexes to this RFP⁷	<input checked="" type="checkbox"/> Annex 1: Terms of Reference <input checked="" type="checkbox"/> Annex 2: Bidder Submission Form <input checked="" type="checkbox"/> Annex 3: Bidder Information 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 8: Evaluation Criteria <input checked="" type="checkbox"/> Annex 9: Terms and Conditions		
28	Contact for Inquiries (Written inquiries sent by email only)⁸	Email to: kosovo@skat.ch		

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ Where the information is available in the web, a URL for the information may simply be provided.

⁸ This contact person and address is officially designated by the IWRM-K. If inquiries are sent to other person/s or address/es, even if they are IWRM-K staff, the IWRM-K shall have no obligation to respond nor can the IWRM-K confirm that the query was received.

		Any delay in 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.
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/)
29	Documents to be submitted:	<input checked="" type="checkbox"/> Annex 2: Bidder Submission Form <input checked="" type="checkbox"/> Annex 3: Bidder Information Form <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) <input checked="" type="checkbox"/> Annex 4: Qualification Form <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 (format and full CV) <input checked="" type="checkbox"/> CVs of proposed non-key experts for the additional expertise areas as listed in the ToR <input checked="" type="checkbox"/> Annex 6: Financial Proposal Submission Form <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
30	Other:	The maximum budget for this assignment is 35,000 EUR . The IWRM-K shall eliminate offers exceeding the maximum available budget for this contract.

Annex 1: Term of Reference

Support to IWRM-K Program Communication Activities

Program Title:	Integrated Water Resources Management in Kosovo (IWRM-K)
Contract:	Support to IWRM-K Program Communication Activities
Duty Station:	Home-based with frequent presence in Pristina and occasional visits to other locations across Kosovo
Duration:	12 months (April 2022 – April 2023)

BACKGROUND

The **Integrated Water Resources Management in Kosovo (IWRM-K)** Program (hereinafter the Program or IWRM-K) aims to build long-lasting water resources management capacities at national and river basin levels in line with Kosovo’s socio-economic and political priorities, as well as the needs of future sustainable development. It aims to help replace the current fragmented approach with a more comprehensive and highly participatory approach of managing water resources at the river basin scale, aligned with the principles of IWRM and the EU Water Framework Directive (EU WFD). 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 has developed its Communication Strategy and Action Plan (valid until April 2024) (hereinafter the Strategy) in line with the findings of the Population Opinion Poll conducted in 2021. The Strategy includes an outline of the main communication objectives of the IWRM-K Program, target audiences, key communication messages, tools and channels, and an action plan needed for its successful implementation.

The Strategy implementation is underway through a series of activities. During the previous 6-month period, the Program has progressed on communication and stakeholder mobilization through the website and social media activity (Facebook, LinkedIn, Tweeter, Instagram), publication of a newsletter, competitions, announcements and videos shared in the local media.

To maintain continuity and expand the areas of communication, the Program seeks to contract a highly qualified team of experts offered by an experienced company (Service Provider or Contractor). During a period of 12 months, the Contractor will assist the Program in the continuation and upgrading of existing activities and supporting the delivery of other priorities from the Strategy and the corresponding action plan.

SCOPE OF WORK

The main objective of the assignment encompasses design, implementation support and advisory services for carrying out IWRM-K’s communication activities in line with its communication strategy and action plan and in continuation of the communication successes so far. The work involves enriching the existing communication activities, tools, and channels by bringing in innovative ideas on public awareness raising, and stakeholder mobilization surrounding the vision and mission of the IWRM-K Program. The communication activities need to be tailored in such a way that they can follow Program implementation, as well as meet its communication needs and address possible challenges to be tackled through proper communication activities.

Moreover, the Contractor shall consider and support the communication needs of the Program’s key partners (Ministry of Environment, Spatial Planning and Infrastructure, and in particular the River Basin District Authority), as well as adhere to the Donor’s visibility guidelines and requirements. The Program’s communication efforts need to be well aligned among the key Program partners for maximum effectiveness in achieving the expected objectives.

More specifically, the work under these TORs combines responsibilities in preparing content of several editions of a Program newsletter, regular updating of the website, regular posting on social media and enhancing social media presence/followers, preparing of video material, supporting organisation of events (e.g., competitions, high level events), supporting communication with media/journalists, and preparing media articles as required. Also, the selected contractor shall support RBDA in designing and maintaining of a website and social media presence as well as drafting press releases.

DUTIES AND RESPONSIBILITIES

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

- **Website:** regularly update the website with events and activities that are of particular importance and that highlight the progress of the Program. The newsletters, videos shall be posted on the website for future downloading by website visitors.
- **Social media and content:** Through existing social media (Facebook, Instagram, LinkedIn, Twitter), the general public will be informed about the Program's activities on a regular basis (daily, weekly) depending on the Program's implementation intensity. The content of the posts should be professionally prepared (including edited/proofed for high quality English and Albanian) to share information on water issues, challenges, progress, success stories, and to include news from other stakeholders as a joint effort.
- **Newsletters:** The selected Contractor shall produce at least 4 newsletters in the 12-months period (quarterly publishing) by building upon the earlier developed newsletter design/layouts and style. The newsletter shall potentially evolve from a pdf-based newsletter into a more dynamic format, while still taking into account the needs and preferences of the target audience. The Contractor is requested to come up with respective ideas and suggestions. Further, the Contractor's team will be responsible for collecting the necessary material (e.g., through interviews, review of documentation) and preparing the content of the newsletter. The newsletter shall continue to be a tool that regularly takes stock of all key water issues/initiatives/actions in the country, also providing opportunities for interviews with key stakeholders, other donor beneficiaries – and serving as informative content for media and social media. The Contractor shall take all necessary efforts to spread the newsletter as widely as possible and local, regional and international levels, also helping its improvement through the incorporation of relevant feedback.
- **Organizing competitions:** the Contractor shall organize at least two competitions to engage the public and youth. For example, photo or short video contests (NOTE: other types of events/stakeholder mobilization activities can be proposed based on Contractor's assessment of communication needs and priorities). These will be used to increase the number of the Program's followers on social media.
- **Video:** 3-4 short videos (30-60 seconds) and one longer video (3-5 minutes) will be prepared in the course of contract duration on topics of Program importance. The video stories will take into account suggestions by the Program partners as well. The video material will contain shots from Kosovo's water resources (especially from Ibër, Sitnica, Lepenci, Morava e Binces river basins), including lakes (e.g., Badovci, Batllava, Përlepnica, Radoniqi), agricultural lands, irrigation systems, pollution issues, and solutions. The Contractor will be responsible for the full video production, including collecting and preparing the necessary

video and audio material including the narration/voiceover (in English and Albanian), organizing the necessary interviews, etc. The scripts/scenarios/concepts of the videos will be prepared (and approved) in close cooperation with IWRM-K team and other Program partners, as needed.

- **Support to MESPI/RBDA:** the selected Contractor shall also support the communication agenda of MESPI/RBDA in line with communication strategy objectives. The main support services targeting MESPI/RBDA will include:
 - Design of a static website: the website will be in a static format and will only provide general information about the RBDA. The format of the website will be developed in a simple and understandable language and form.
 - Opening and maintaining a Facebook (FB) account: the content for FB should be professionally prepared to inform the public about the RBDA work and progress, success stories, and to include news from other RBDA projects. The Contractor will help the RBDA to manage this account and to regularly update it with events and activities that are of particular importance. The work will include basic training to RBDA staff for future managing of social media activities.
 - Press releases: following the requirements and briefing needs, the Contractor will draft/revise press releases about the MESPI/RBDA activities/events as needed.

The support provided to MESPI/RBDA shall be organized in a form of hands-on/on-the-job training targeting the assigned staff. Following these trainings, they should be able to run the social media and media reporting activities independently.

- **Final report:** toward the end of the contract, the Contractor shall summarize the communication activities and their effects and advise the Program on the communication approach in the subsequent implementation period. The final report shall provide recommendations on exit strategies and possible follow-up arrangements for future communication activities of MESPI/RBDA and the IWRM-K Program itself.

MAIN OUTPUTS/DELIVERABLES

	Deliverable	Timeframe (months upon signing of contract)
1.	Website updates (in English and Albanian)	Throughout contract implementation
2.	Social media accounts and content management (in English and Albanian)	Throughout contract implementation
3.	Newsletter and content (in English and Albanian)	1 st Newsletter - 3 months upon signing of the contract 2 nd Newsletter - 6 months upon signing of the contract 3 rd Newsletter - 9 months upon signing of the contract 4 th Newsletter - 12 months upon signing of the contract
4.	Design of static website and opening of a Facebook account for RBDA (in English and Albanian)	3 months upon signing the contract
5.	Organization of two competitions or other events (in Albanian)	6 months upon signing the contract
6.	Short videos	Throughout contract implementation (as needed and possible)
7.	Longer video (in English and Albanian) ⁹	10 months upon signing the contract
8.	Press releases for MESPI/RBDA & maintenance of the Facebook account	Throughout contract implementation
9.	Final report / next steps (in English)	12 months upon signing the contract

⁹ With subtitles or voice over (to be decided later)

QUALIFICATION REQUIREMENTS

The Contractor shall have extensive experience (**at least 5 years**) in developing and implementing communications, public relations, marketing strategies, and plans, advocacy work, and stakeholder/community mobilization for different development projects/initiatives. It will have a record of a **minimum of 3 projects** of comparable nature and degree of complexity (implementation of communication strategies, action plans, PR consultancies, marketing strategies, projects involving complex communication activities). Moreover, it will have a record of **at least 1 project** that involves the preparation and publishing of a newsletter/magazine implemented in the context of Kosovo. The knowledge of water/environment issues in Kosovo is considered a very strong asset.

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

	Team members and/or areas of expertise	Qualification requirements
1.	Editor/Journalist	<ul style="list-style-type: none"> ○ Minimum university education in communications, journalism, public relations, social sciences, environmental science, or similar ○ Minimum 8 years of relevant professional experience (journalist, newspaper editor, communications, public relations, stakeholder mobilization) ○ Relevant experience as an editor/senior journalist from at least 1 renowned media in Kosovo ○ Knowledge of environmental/water issues in Kosovo and in general is considered an asset
2.	Social Media	<ul style="list-style-type: none"> ○ Minimum 5 years of experience in designing, developing, maintenance, and content preparation of social media. ○ Relevant experience as a manager of social media accounts for well-known clients, projects/initiatives, campaigns (minimum 3 projects, assignments, clients, and/or campaigns). ○ Knowledge and previous experience in Kosovo environment, nature, and water issues is considered an asset
3.	Video production	<ul style="list-style-type: none"> ○ Minimum 5 years of experience in video production (as a director, producer and/or other key positions) ○ Relevant experience from at least 3 similar projects/assignments (videos on different nature/environment, social, development-related issues) ○ Knowledge and previous experience in Kosovo environment, nature, and water issues is considered an asset

NOTES: **a)** There is no limitation on the number of experts per area of expertise. The inclusion of experts able to respond to all areas of expertise defined in the table is mandatory. In case of more than one expert per area of expertise, companies need to indicate the key expert (her/his qualification would have a key role in the scoring/evaluation process); **b)** The Contractor needs to provide all other necessary professional and support staff for fulfilling all tasks of these TOR that are not listed in the table (e.g. graphic design, proofreading, etc).

TERMS AND CONDITIONS

- *Language*

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

- *Duration of the assignment*

The maximum available time for completing the assignment is 12 months upon signing of the contract.

- *Methodology*

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

- *Travel*

Representatives of the Contractor are expected to travel for the needs of the required research, partaking in meetings and for other reasons. All travel related costs need to be estimated and included in the company's offers.

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

All primary data, reports, photos, video material, visual elements, and other products produced in the course of this assignment shall be made available to the Program in electronic format. The Program keeps the right to use all products without any restrictions (e.g., in various publications, websites, presentations). Intellectual property rights of all products belong to the Program.

- *Payment schedule*

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

Instalment	Deliverable	Tentative timeframe (months upon signing of contract)
25%	<ul style="list-style-type: none"> • Creation of a website for RBDA • Opening of Facebook account for RBDA and launching posting • Completion of the 1st newsletter 	Three months
25%	<ul style="list-style-type: none"> • Completion of the 2nd newsletter • Completion of 1 competition/event • Preparation of 1-2 short videos 	Six months
25%	<ul style="list-style-type: none"> • Completion of the 3rd newsletter • Completion of 1-2 short videos 	Nine months
25%	<ul style="list-style-type: none"> • Completion of the 4th newsletter • Completion of the longer video • Preparation of final report • Completion of all outstanding activities according to contract 	Twelve 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 risks to the IWRM-K.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification.

We offer to provide services in conformity with the Bidding documents, including the General Conditions of Contract, and in accordance with the Terms of Reference.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should IWRM-K accept this Proposal.

Name: _____

Title: _____

Date: _____

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 Certification¹⁰ (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	

¹⁰ 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:

Previous Relevant Experience

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

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

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

Expertise

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

No.	Position	Relevant projects are (please check the requirements in TOR for the relevance of projects)	Educa-tion	Total-experience / experience in relevant projects (years)	Other
1.		1. 2. 3.			

Financial Standing

Annual Turnover for the last 2 years	Year 2020	EUR
	Year 2021	EUR

Financial information (in EUR)	Historic information for the last 2 years		
	Year 2020	Year 2021	
	<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 the TORs)	[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>
	<p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

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 07/2022** 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 the Description of Requirements [Annex 1].

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with the official stamp of the Bidder]

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

The currency of the proposal: EUR

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees	
Other Costs	
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 8: 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. Those bidders who pass the first stage of the technical evaluation will be asked for submission of the financial offers (stage two). 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)		Max 30
1.2	The Company shall have extensive experience (at least 5 years) in developing and implementing communications, public relations, marketing strategies, and plans, advocacy work, stakeholder/community mobilization for different development projects/initiatives	Max 70	Max 49 points for 5 years Max 63 points for 6 to 9 years Max 70 points for 10 years and more
1.3	Minimum of 3 projects of comparable nature and degree of complexity (implementation of communication strategies, action plans, PR consultancies, producing of videos and documentaries, marketing strategies, projects involving complex communication activities)	Max 70	Max 49 points for 3 projects Max 63 points for 4 to 7 projects Max 70 points for 8 projects and more
1.4	Record of at least 1 project that involves preparation and publishing of a newsletter/magazine implemented in the context of Kosovo.	Max 60	Max 42 points for 1 project Max 52 points for 2 to 4 projects Max 60 points for 5 projects and more
1.5	Demonstrated communication knowledge in the field of water/environment issues in Kosovo, especially in content preparation, promotions, and awareness-raising among the wide public. NOTE: Obtaining 0 points on this particular criterion is not considered grounds for disqualification.		Max 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?	60
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	80
2.3	Details on how the different service elements shall be organized, controlled, and delivered	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			
	<u>Editor/Journalist</u>	YES/NO for minimum requirements	Score
	Minimum university education in communications, journalism, public relations, social sciences, environmental science, or similar		10 points for BSc 13 points for MSc Max 15 points for PhD
	Minimum 8 years of relevant professional experience (journalist, newspaper editor, communications, public relations, marketing, stakeholder mobilization)		21 points for 8 years 27 points for 8 to 12 years Max 30 points for 13 years or more
	Relevant experience as an editor/senior journalist from at least 1 renowned media in Kosovo		18 points for 1 experience/project 23 points for 2 to 4 experiences/projects Max 25 points for 5 and more experiences/projects
	Knowledge of environmental/water issues in Kosovo and in general is considered an asset		Max 5 points / NOTE: Obtaining 0 points in this particular criterion is not grounds for disqualification
			Max points:
			75
3.2			
	<u>Social Media</u>	YES/NO for minimum requirements	Sub-Score
	Minimum 5 years of experience in designing, developing, maintenance, and content preparation of social media.		18 points for 5 years 23 points for 6 to 9 Max 25 points for 10 years or more
	Relevant experience as a manager of social media accounts for well-known clients, projects/initiatives, campaigns (minimum 3 projects, assignments, clients, and/or campaigns).		21 points for 3 projects 27 points for 4 to 7 projects Max 30 points for 8 and more projects
	Knowledge and previous experience in Kosovo environment, nature, and water issues is considered an asset		Max 5 points / NOTE: Obtaining 0 points in this particular criterion is not grounds for disqualification
			Max points:
			60
3.3			
	<u>Video production</u>	YES/NO for minimum requirements	Sub-Score
	Minimum 5 years of experience in video production (as a director, editor and/or other key positions)		21 points for 5 years 27 points for 6 to 10 Max 15 points for 11 years or more
	Relevant experience from at least 5 similar projects/assignments (videos on different nature/environment, development-related, social issues)		21 points for 5 projects 27 points for 6-10 projects Max 30 points for 11 projects and more

	Knowledge and previous experience in Kosovo environment, nature, and water issues is considered an asset		Max 5 points/ Obtaining 0 points is not ground for disqualification	5
			Max points:	65
			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 the highest aggregate score based on the technical and financial proposal. The remaining financial proposals of Offerors whose technical proposals are deemed unacceptable or unqualified shall remain unopened can be returned.

Annex 9: 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 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 IWRM-K shall rest with 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 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 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.

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

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.