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Swiss Agency for Development
and Cooperation SDC



Republika e Kosovës
Republika Kosova-Republic of Kosovo
Qeveria
Vlada-Government

INTEGRATED WATER RESOURCES MANAGEMENT IN KOSOVO (IWRM-K)

Phase 1
May 2020 – April 2024

Introducing Environmentally Friendly Manure Management Practices in Livestock Farming in Kosovo

Request for Proposal

10/2022



Integrated Water Resources
Management in Kosovo

The 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)

skat Swiss Resource Centre and
Consultancies for Development

ENVIRONMENT
AGENCY AUSTRIA **umweltbundesamt**^U

October 2022

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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
MESPI	Ministry of Environment, Spatial Planning and Infrastructure
NGO	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: October 25, 2022

**REFERENCE: Introducing Environmentally Friendly
Manure Management Practices in Livestock Farm-
ing in Kosovo**

Dear Sir / Madam:

The "Integrated Water Resources Management in Kosovo" Program¹ (hereinafter the Program or IWRM-K) kindly invites you to submit your Proposal² in EUR (VAT excluded) for RFP 10/2022 Introducing Environmentally Friendly Manure Management Practices in Livestock Farming in Kosovo. The proposal must be submitted in a sealed envelope on or before 16.30 CET on 18 November 2022, to the address below:

**Skat Consulting Kosovo, IWRM-K Program
RFP 10/2022 Introducing Environmentally Friendly Manure Management Practices in
Livestock Farming in Kosovo
136 Pashko Vasa street
Floor I. No.5, Pejton, Pristina, Kosovo
DO NOT OPEN BEFORE 18 November 2022**

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: RFP10/2022 Introducing Environmentally
Friendly Manure Management Practices in Livestock Farming 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 the IWRM-K only upon conclusion of the deadline and required by e-mail³.

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

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

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

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of this procurement.

Any discrepancy between the unit price and the total price shall be re-computed by the IWRM-K Program, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on the IWRM-K's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by the IWRM-K after it has received the Proposal. At the time of Award of Contract or Purchase Order, the IWRM-K reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five percent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

Please be advised that the IWRM-K is not bound to accept any Proposal, nor award a contract, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

Thank you and we look forward to receiving your Proposal.

2. DESCRIPTION OF REQUIREMENTS

1	Brief Description of the Required Services	The main objective of this assignment is to design and extensively support the implementation of a grants programme targeting animal/livestock farmers to reduce diffuse pollution associated with manure management in selected parts of Kosovo. The interdisciplinary technical assistance will extend throughout all stages of the grants cycle, including but not limiting to i) preparation of call for applications, ii) support to selection of farmers based on predefined criteria, iii) design and delivery of a tailor-made specialized training programme for manure management in the context of Kosovo, iv) provision of (engineering) design of manure management facilities and technical specifications of possible construction material and equipment, v) engineering supervision and guidance during construction of facilities, and vi) documenting lessons learnt, and reporting.																		
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>Public call (in English and Albanian)</td> <td style="text-align: center;">1 month</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Training material for manure management (in English and Albanian)</td> <td style="text-align: center;">4 months</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Design documentation for selected specific types of manure storage/management facilities (in English and Albanian)</td> <td style="text-align: center;">8 months</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Reports from implementation of measures (in English and Albanian)</td> <td style="text-align: center;">14 months</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Final report (in English)</td> <td style="text-align: center;">15 months</td> </tr> </tbody> </table>		Deliverable	Tentative timeline (months upon signing of contract)	1.	Public call (in English and Albanian)	1 month	2.	Training material for manure management (in English and Albanian)	4 months	3.	Design documentation for selected specific types of manure storage/management facilities (in English and Albanian)	8 months	4.	Reports from implementation of measures (in English and Albanian)	14 months	5.	Final report (in English)	15 months
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3	Frequency of Reporting and Progress Reporting Requirements	As proposed in the company's methodology and agreed with IWRM-K prior to contract signing (see ToR)																		
4	Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location & in selected regions in Kosovo																		
5	Expected duration of work	15 months from the signing of the contract																		
6	Target start date	15 December 2022																		
7	Estimated completion date	March 2023																		
8	Language of the Proposal	English																		
9	Pre-proposal conference	Not Applicable																		
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 the offer.																		
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 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													
15	Bid Security	Will not be applied													
16	Liquidated Damages	Will be applied at the rate of 3.33 % of the price of the contract per month, for up to 10% or 3 months, upon which the Contract will be considered for termination.													
17	Performance Security	Required, to be submitted by the Contractor, within 15 days from signing of contract, in EUR, in the amount of 10% of the contract value. The receipt of the performance security by the IWRM-K shall be a condition for rendering the contract effective													
18	Financial Standing	Required. Minimum annual turnover of 1/2 of the amount of the financial offer for 2020 and 2021, for each year													
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></th> <th>Deliverable</th> <th>Tentative time-line (months upon signing of contract)</th> </tr> </thead> <tbody> <tr> <td>15%</td> <td>Public call (in English and Albanian) Training material for manure management (in English and Albanian)</td> <td>4 months</td> </tr> <tr> <td>55%</td> <td>Design documentation for selected specific types of manure storage/management facilities (in English and Albanian)</td> <td>8 months</td> </tr> <tr> <td>30%</td> <td>Reports from implementation of measures (in English and Albanian) Final report (in English)</td> <td>15 months</td> </tr> </tbody> </table>		Deliverable	Tentative time-line (months upon signing of contract)	15%	Public call (in English and Albanian) Training material for manure management (in English and Albanian)	4 months	55%	Design documentation for selected specific types of manure storage/management facilities (in English and Albanian)	8 months	30%	Reports from implementation of measures (in English and Albanian) Final report (in English)	15 months	
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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 General 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.													

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 \$24,000, 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.

24	Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> The expertise of the Firm 200 <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 250</p> <p><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.</p>
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 the following factors:
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 7: Joint Venture/Consortium/Association Information 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	<p>Email to: kosovo@skat.ch</p> <p>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.</p>
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:	<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)

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 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 IWRM-K confirm that the query was received.

		<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 (format and full CV)</p> <p><input checked="" type="checkbox"/> Annex 6: Financial Proposal Submission Form</p> <p><input checked="" type="checkbox"/> Annex 7: Joint Venture/Consortium/Association Information Form [JOINT VENTURE/CONSORTIUM IS ALLOWED IN THIS PROCUREMENT CASE]⁹. In such case, the requirement regarding the minimum years of experience needs to be met at least by the Lead Partner in the JV/Consortium/Association. The Lead Partner shall also have at least one (1) of the two (2) required relevant projects of comparable nature and degree of complexity.</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:	<p>Maximum budget for this assignment is 120,000 EUR. The IWRM-K holds the right to eliminate offers exceeding the maximum available budget for this contract.</p>

⁹ In addition, subcontracting of other legal entities in up to 25% of the overall financial offer is possible under this procurement. In case of subcontracting, only the qualification of the main bidder will be evaluated along with the qualifications of the proposed key experts. Involving external individual experts for the required key positions, and proposed non-key positions is flexible and is not considered sub-contracting.

Annex 1: Terms of Reference (ToR)

Technical Support: Introducing Environmentally Friendly Manure Management Practices in Livestock Farming in Kosovo

Program Title:	<i>Integrated Water Resources Management in Kosovo (IWRM-K)</i>
Contract:	Technical Support: Introducing Environmentally Friendly Manure Management Practices in Livestock Farms in Kosovo
Duty Station:	Home-based (with regular presence in Kosovo) ¹⁰
Duration:	15 months (December 2022 – March 2024)

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.

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

The ongoing Swiss and Government of Kosovo’s **Integrated Water Resources Management in Kosovo (IWRM-K)** Program¹¹ (hereinafter the Program or IWRM-K) is progressing toward building long-lasting water resources management capacities at national and river basin levels. 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 central activity of the Program’s first four-year Phase 1 (May 2020 – April 2024) is the development of a consolidated water resource management planning framework comprising **three River Basin Management Plans (RBMPs)** for Ibër, Morava e Binçës and Lepenc river basins. Series of capacity building, stakeholder participation and **pilot/demonstration initiatives** are being organized surrounding the RBMP preparation process.

In order to provide a critical **number of positive examples of measures**, the Program also encompasses prototyping a variety of interventions, in relation to the significance of water management issues in the target river basins (e.g., **measures in agriculture**, industrial pollution, **water**

¹⁰ The Contractor is expected to ensure regular presence of their experts in Kosovo. However, schedule of activities under this contract and the overall methodology needs to be tailored in a way to adjust to the COVID-19 restrictions with respect to ability to travel to the country, and have (physical) meetings with stakeholders.

¹¹ The implementation mandate for Phase 1 of the IWRM-K Program is entrusted to the consortium of Skat Consulting Ltd. (Switzerland) and the Environment Agency Austria (EAA).

abstraction). The financing of these measures is being supported under the innovative **Competitive Grants Scheme (CGS)**.

To date the Program has designed and implemented grants to showcase practices for addressing the diffuse source pollution from farming of crops, specifically apples and raspberries. Wishing to upgrade the positive environmental and socio-economic effects, the Program now intends to expand the grants by providing **support to animal/livestock farms**. Specifically, it intends to partner with pilot animal farms (e.g., cattle, chicken) in introducing environmentally sensitive manure management measures.

Manure is known to be one of the main sources of pressures to water bodies. As such, its handling in an environmentally- sensitive way is one of the key measures under a IWRM approach. Recent Program-backed survey revealed that **less than 10% of the estimated 2 million/tons manure produced by the livestock farms in Kosovo gets some sort of treatment**. The survey confirmed the interest of farmers in accessing funding instruments for implementing manure management and other related measures to improve farm operations and reduce adverse environmental effects.

To be able to design and implement grants targeting animal/livestock farmers, the Program seeks to **mobilize the necessary technical assistance** to be provided by an experienced **consulting company** (hereinafter Contractor). The Contractor will provide interdisciplinary expertise, coaching/training skills and coordination capacity throughout the entire cycle of the grants programme.

The selected grantees will benefit from direct support in **training, construction materials, and equipment** required to improve manure management (e.g., through construction of manure storage facilities, manure processing/composting). The **lessons learnt, experiences and demonstrated best practices** will be documented and articulated into guidance documents for future use among Kosovo authorities and farmers. The geographical scope of the grants programme are the municipalities/areas within the three target river basins – **Ibër, Morava e Binçës and Lepenc** (Appendix A).

In performing the duties and responsibilities defined in these ToR, the Contractor will rely on the supervisory guidance of the Skat's Pristina-based **Program Facilitation Unit**, as well as thematic advice of the experts from the **Environment Agency Austria**.

2. Objectives & Scope of work

The main objective of this assignment is to **design and extensively support the implementation of a grants programme targeting animal/livestock farmers to reduce diffuse pollution associated with manure management** in selected parts of Kosovo¹². The interdisciplinary **technical assistance will extend throughout all stages of the grants cycle**, including but not limiting to *i*) preparation of call for applications, *ii*) support to selection of farmers based on predefined criteria, *iii*) design and delivery of a tailor-made specialized training programme for manure management in the context of Kosovo, *iv*) provision of (engineering) design of manure management facilities and technical specifications of possible construction material and equipment, *v*) engineering supervision and guidance during construction of facilities, and *vi*) documenting lessons learnt, and reporting.

¹² Further prioritization of areas /geographical scope of intervention is expected to be proposed by the Contract based on available technical documentation (e.g., RBMPs, diffuse pollution assessment report), and supplementary own analyses.

3. Duties and Responsibilities

Under the supervision of the management of the IWRM-K Program, in consultations with the experts of the Environment Agency Austria, as well as close collaboration with other Program experts and relevant stakeholders, the Contractor shall be responsible for the following main tasks:

1. **Review available relevant documentation**¹³, such as:
 - Selected deliverables under the RBMPs
 - Study on diffuse sources of pollution from agriculture
 - Results from the survey of animal/livestock farmers
2. Interact with other Program experts and stakeholders to ensure **linkages and synergies**
3. Establish **criteria for selection of pilot animal/livestock farms** (e.g., in terms of type, location, size, operations, environmental effects, economics, sustainability)
4. Design of **public call** for preselection of farmers for participation in the training/grants programme based on the pre-defined criteria.
5. Provide support to **dissemination of the call**/funding opportunity through different networks (e.g., farmers and their associations, municipalities)
6. Organize the **evaluation of applications and facilitate selection of participants** in the training/grants programme
7. **Identification of other participants/stakeholders to be involved in the training programme** (e.g., representatives from relevant institutions, local experts, education/research professionals, young professionals, municipalities)
8. Design and delivery of a **specialized tailor-made training programme on manure management** options in the context of Kosovo (e.g., based on environmental requirements and economic/production/use opportunities in line with the circular economy principles)
9. Provide simple, **hands-on manual/guidance document** on application of the most appropriate manure management options for the priority animal/livestock farms
10. Support the **selection of grantees** from the group of trainees (e.g., through design and implementation of a test of knowledge among trainees or other means¹⁴)
11. Lead **all communication with selected farmers** (e.g., information sharing, answering to requests, provide clarifications on all technical and organizational aspects related to the implementation of the grant programme)
12. Support the **negotiation with the selected grantees** on the type of support to be provided by the Program in line with the selected manure management approach (e.g., construction of manure storage facilities, equipment, and other materials) prior to signing of grant agreements
13. Prepare type-specific¹⁵ **designs for model manure and/or slurry storage/management facilities** that will include but not limit to:
 - Basic layouts and technical drawings
 - Bill of Quantities
 - Technical specifications of material/equipment to be used

¹³ All draft documentation including selection criteria, call for application, and other will have to be cleared by the Program before publishing.

¹⁴ To be elaborated in technical proposals of the bidders

¹⁵ Related to the type of farm/livestock, size, site conditions

NOTE: the level of detail of the technical documentation needs to be sufficient for the Program to be able to purchase the necessary construction materials / equipment, and selected contractors to build the facilities¹⁶

14. Provide support to implementation of measures by:

- Provide **engineering supervision** of construction works and **overall guidance** in line with the design documentation and pertaining national construction standards for the respective types of structures/manure storage facilities¹⁷
- Provide **training on the use of any type of equipment** that might be provided as part of the grants programme in addition to the possible trainings by manufacturers' representatives
- **Inspect/control the materials and equipment** delivered by the contracted suppliers to the farmers/grantees and certify/verify their appropriateness against the technical specification requirements. This will be used as a basis for acceptance of the purchased items by the Program and subsequent payment
- **Draft model grant agreement**, and facilitate¹⁸ signing between the Program and the selected farmers.
- Support the Program to organize possible **visibility events** (e.g., by preparing concepts and agendas, sending out invitations, ensuring participation and other support as requested)
- Any other **on-demand support** that will result in successful completion of activities (e.g., commissioning of structures)
- **Document progress and results** (specifically of construction and other related activities), including by providing of as-built designs for the respective structures/facilities
 - a. **Evaluation of overall results of the grant programme**, analysis of lessons learnt and suggestions for follow-up initiatives.
 - b. Upon finalisation of the activities, **handover to the Program all the produced materials and documents** (databases, lists, photos)

4. Deliverables and Timeline

	Deliverables	Tentative content¹⁹	Tentative timeline (months upon signing of contract)
1.	Public call (in English and Albanian)	<ul style="list-style-type: none"> • Selection and evaluation criteria • Application form 	1 month
2.	Training material for manure management (in English and Albanian)	<ul style="list-style-type: none"> • Overview of manure management (based on available documentation) 	4 months

¹⁶ Construction companies will be contracted separately by the Program and/or by the grant recipients.

¹⁷ The anticipated necessary number of field visits for supervision of works, monitoring of grant implementation, advising farmers, or other purposes, needs to be planned and specified in the methodology.

¹⁸ To reduce costs, signing of agreements may be organized during the regular/planned visits to individual farmers, or in a possible single Program-supported (public) event.

¹⁹ To be adjusted upon selection of the Contractor in line with their methodology and approach.

		<ul style="list-style-type: none"> Type of possible final products and possible uses in the context of Kosovo On-farm processes and procedures for handling manure in an environmentally sensitive fashion Health and safety measures during handling manure 	
3.	Design documentation for selected specific types of manure storage/management facilities (in English and Albanian)	<ul style="list-style-type: none"> Basic layouts and technical drawings Bill of Quantities Technical specifications of material/equipment to be used 	8 months
4.	Reports from implementation of measures (in English and Albanian)	<ul style="list-style-type: none"> Supervision engineering reports (indicating quantities of material and equipment used) As built designs 	14 months
5.	Final report (in English)	<ul style="list-style-type: none"> Evaluation of the grants programme (results) Lessons learnt & recommendations on follow up activities to be considered by IWRM-K 	15 months

5. Qualification requirements

The Consulting company (the Contractor) shall have extensive experience (**at least 10 years**) in developing and managing **complex projects in the area of agricultural development, organic waste management, environment and/or sustainable development**. It will have a record of **minimum 2 projects** of comparable nature and degree of complexity²⁰ (e.g., projects in sustainable farming practices, waste management, manure management, design of animal/livestock farms, technical assistance in agriculture – animal and/or crops farming, feasibility studies for complex environmental investment projects that include agriculture-related issues or other).

The scope of work requires an **interdisciplinary team** of skilled professionals with compatible qualifications and previous experience in similar projects. Team members will possess excellent relevant technical and language skills to successfully implement the assignment. This includes knowledge of local language(s), primarily Albanian so as to reach out to the target farmer community.

The implementation of the grants requires **strong local/field presence**²¹.

The team of experts shall be able to respond to the requirements of the mandatory areas of expertise described in the table below:

²⁰ While there is no strict requirement regarding the size/value of the proposed reference projects, it is expected that each of the minimum 4 required reference projects will be with value no lower than 50% of the bidder's financial offer for this assignment. Projects with lower value can also be considered subject to elaboration on degree of complexity in relation with the requirements of these RFP/TORs.

²¹ This may involve partnering with local companies, associations, and/or qualified individuals. The **local presence** during the contract/grant implementation needs to be elaborated in the companies' offers and will be **subject to evaluation**.

	Team members and/or areas of expertise	Qualification requirements
	1. Team Leader / Grants coordination expert ²²	<ul style="list-style-type: none"> ○ Advanced university degree (min M.Sc./MA) in relevant field (agricultural science, agriculture economy, management, agriculture/environment engineering, or similar) ○ Minimum 10 years of professional experience in similar assignments (research and practical projects in agriculture, agro-ecological farming practices, GAP, value chain analyses in agriculture, business planning in agriculture, organic waste management and similar) ○ Relevant experience from at least 3 projects of comparable nature and degree of complexity (grants programmes in agriculture, projects in sustainable farming practices, waste management, manure management, design of animal/livestock farms, technical assistance in agriculture – animal and/or crops farming, feasibility studies for complex environmental investment projects that include agriculture-related issues or other) ○ Experience from at least 1 project of comparable size and degree of complexity in lead position (team leader, project manager, coordinator)
	2. Animal Science / Livestock Farming	<ul style="list-style-type: none"> ○ Advanced university degree (minimum M.Sc.) in animal science / livestock production ○ Minimum 10 years of experience in livestock/animal farming (e.g., in production methods, design of animal farm operations, assessment of animal farm pollution, mitigation of environmental impacts from animal farming) ○ Record of at least 3 relevant projects that involved projects, consultancies and/or research work on relevant aspects (e.g., design of animal farm operations, production methods, assessment of pollution from animal farmers, mitigation of environmental impacts from animal farming or similar)
	3. Organic waste management expert	<ul style="list-style-type: none"> ○ Minimum university degree in natural sciences, engineering, agriculture, environment. ○ Minimum 8 years of experience in waste management systems and practices, preferably in organic/biodegradable waste (e.g., composting, anaerobic digestion) ○ Record of at least 2 relevant projects that involve organic waste management
	4. Civil Engineering / Architecture	<ul style="list-style-type: none"> ○ Minimum university degree in civil engineering or architecture ○ Minimum 8 years of experience in design, review, execution and/or supervision of construction projects ○ Record of at least 3 relevant projects (e.g., design of buildings, supervision of construction projects)

NOTES: a) In addition to the key areas of expertise, the Contractor needs to provide additional flexible and diverse expertise, and field capacity that may be required to complete all tasks of these TORs (e.g., engineers, technicians, geodetic surveyors, other field work staff); b) 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 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); c) Wherever possible, companies are encouraged to involve local experts (on key or non-key positions) and/or other support personnel.

²² If found appropriate, based on their methodologies, bidders may also foresee a Deputy Team Leader position (in case of an international bidder, considering local/Kosovo professionals for such position shall be considered **an asset**).

6. 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 in English and Albanian 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 15 months upon signing of the contract. Earlier contract conclusion is possible/advisable subject to completion of all duties and responsibilities according to the TOR.

- *Methodology*

The interested bidders 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 Environment, Spatial Planning and Infrastructure. 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 & Local Presence*

Representatives of the expert team are expected to be present in Kosovo regularly (even in event of contracting international company), especially for the trainings and the field activities (to be proposed in companies' methodologies). While for the local staff this is easily achievable, the possible international staff will be expected to regularly travel to Kosovo²³ for the trainings, stakeholder consultations and other activities. All travel related costs need to be calculated 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 methodology²⁴:

Instalment	Deliverables	Tentative timeline (months upon signing of contract)
------------	--------------	---------------------------------------------------------

²³ Subject to COVID-19 and other restrictions.

²⁴ The payment schedule is for orientation purposes only. It can be adjusted during negotiations with the selected company prior to signing of contract

15%	Public call (in English and Albanian) Training material for manure management (in English and Albanian)	4 months
55%	Design documentation for selected specific types of manure storage/management facilities (in English and Albanian)	8 months
30%	Reports from implementation of measures (in English and Albanian) Final report (in English)	15 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 Certification²⁵ (e.g. ISO 9000 or Equivalent) (If yes, provide a copy of the valid Certificate):	
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a copy of the valid Certificate):	
Person the IWRM-K may contact for requests for clarification during the Proposal evaluation	

²⁵ 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.

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 Terms of Reference related to relevant experience].

No.	Position	Relevant projects are (please check the requirements in TOR for the relevance of projects)	Education	Total-experience/experience in relevant projects (years)	Other
1.		1.			
		2.			
		3.			
2.		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 10/2022** 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 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 separately from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder’s disqualification. The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder’s Technical Proposal.

The currency of the proposal: EUR

Table 1: Summary of Overall Prices

Amount(s)	
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees (THIS IS JUST a SAMPLE)

Name	Position	Fee Rate	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 7: Joint Venture/Consortium/Association Information Form

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

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture OR JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to IWRM-K for the fulfilment of the provisions of the Contract.

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

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. 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	200					
2.	Proposed methodology and approach	250					
3.	Personnel (qualifications and experience)	250					
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 20
1.2	At least 10 years of experience in developing and managing complex projects in the area of agricultural development, organic waste management, environment and/or sustainable development.	Max 80	Max 56 points for 10 years Max 68 points for 11 to 19 years Max 80 points for 20 years and more
1.3	Record of minimum 2 projects of comparable nature and degree of complexity (e.g., projects in sustainable farming practices, waste management, manure management, design of animal/livestock farms, technical assistance in agriculture – animal and/or crops farming, feasibility studies for complex environmental investment projects that include agriculture-related issues or other)	Max 100	Max 70 points for 2 projects Max 85 points for 3 to 5 projects Max 100 points for 6 projects and more
Total Section 1:			200

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, Grant coordination expert	YES/NO for minimum requirements	Score
	Advanced university degree (min M.Sc./MA)		Max 7 points for MSc
			Max obtainable points
			10

	in relevant field (agricultural science, agriculture economy, management, agriculture/environment engineering, or similar)		Max 10 points for PhD	
	Minimum 10 years of professional experience in similar assignments (research and practical projects in agriculture, agro-ecological farming practices, GAP, value chain analyses in agriculture, business planning in agriculture, organic waste management and similar).		Max 15 points for 10 years	25
			Max 20 points for 11 to 15 years	
			Max 25 points for 16 years or more	
	Relevant experience from at least 3 projects of comparable nature and degree of complexity (grants programmes in agriculture, projects in sustainable farming practices, waste management, manure management, design of animal/livestock farms, technical assistance in agriculture – animal and/or crops farming, feasibility studies for complex environmental investment projects that include agriculture-related issues or other		Max 15 points for 3 projects	25
			Max 20 points for 4 to 6 projects	
			Max 25 points for 7 and more projects	
	Experience from at least 1 project of comparable size and degree of complexity in lead position (team leader, project manager, coordinator)		Max 7 points for 1 project	10
			Max 10 points for 2 projects and more	
			Max points:	70
3.2				
	<u>Animal Science / Livestock Farming</u>	YES/NO for minimum requirements		
	Advanced university degree (minimum M.Sc.) in animal science / livestock production		10 points for MSc	15
			Max 15 points for PhD	
	Minimum 10 years of experience in livestock/animal farming (e.g., in production methods, design of animal farm operations, assessment of animal farm pollution, mitigation of environmental impacts from animal farming)		Max 14 points for 10 years	20
			Max 17 points for 11 to 14 years	
			Max 20 points for 15 years or more	
	Record of at least 3 relevant projects that involved projects, consultancies and/or research work on relevant aspects (e.g., design of animal farm operations, production methods, assessment of pollution from animal farmers, mitigation of environmental impacts from animal farming or similar)		Max 15 points for 3 projects	25
			Max 20 points for 4 to 5 projects	
			Max 25 points for 6 and more projects	
3.3			Max points:	60
	<u>Organic Waste Management Expert</u>	YES/NO for minimum requirements		
	Minimum university degree in natural sciences, engineering, agriculture, environment.		Max 10 points for MSc	15
			Max 15 points for PhD	
	Minimum 8 years of experience in waste management systems and practices, preferably in organic/biodegradable waste (e.g., composting, anaerobic digestion)		Max 14 points for 8 years	20
			Max 17 points for 9 to 13 years	
			Max 20 points for 14 years and more	
	Record of at least 2 relevant projects that involve organic waste management		Max 15 points for 2 projects	25
			Max 20 points for 3 to 5 projects	
			Max 25 points for 6 and more projects	
3.4			Max points:	60
	<u>Civil Engineering / Architecture</u>	YES/NO for minimum requirements	Sub-Score	
	Minimum university degree in civil engineering or architecture		Max 10 points for university degree	15
			Max 15 points for MSc or more	
	Minimum 8 years of experience in design, review, execution and/or supervision of construction projects		Max 14 points for 8 years	20
			Max 17 points for 9 to 13 years	

			Max 20 points for 14 years and more	
	Record of at least 3 relevant projects (e.g., design of buildings, supervision of construction projects)		Max 15 points for 3 projects	25
			Max 20 points for 4 to 6 projects	
			Max 25 points for 7 and more projects	
			Max points:	60
			Total Part 3:	250

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 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 the IWRM-K has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless, at its own expense, the IWRM-K, its officials, agents, servants, and employees from and against all third-party claims, suits, obligations, causes of action, demands, and all losses, damages, judgments, the liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability, and liability arising out of the use of patented inventions or devices, copyrighted material, or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES:

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

9. LIENS:

The Contractor shall not cause or permit any lien, attachment, or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the IWRM-K against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by 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.