



Schweizerische Eidgenossenschaft  
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Swiss Agency for Development  
and Cooperation SDC

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

Phase 1  
May 2020 – April 2024

## Support on further developing the Water Information System in Kosovo

### Request for Proposal

01/2023

January 2022

*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)*

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## Acronyms/Abbreviations

CET	Central European Time
CV	Curriculum Vitae
DBMS	Database Management System
EAA	Environment Agency Austria
EU WFD	European Union Water Framework Directive
GIS	Geographical Information System
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
RBMP	River Basin Management Plan
RFP	Request for Proposal
SDC	Swiss Agency for Development and Cooperation
TOR	Terms of References
VAT	Value Added Tax
WIS	Water Information System

## 1. INVITATION FORM

<b>Integrated Water Resources Management in Kosovo (IWRM-K) Program</b>	<b>DATE: January 17, 2023</b>
	<b>REFERENCE: Support on further developing the Water Information System in Kosovo</b>

Dear Sir / Madam:

The “Integrated Water Resources Management in Kosovo” Program<sup>1</sup> (hereinafter the Program or IWRM-K) kindly invites you to submit your Proposal<sup>2</sup> in EUR (VAT excluded) for RFP 01/2023 Support on further developing the Water Information System in Kosovo. The proposal must be submitted in a sealed envelope on or before 16:30 CET on 15 February 2023, to the address below:

**Skat Consulting Kosovo, IWRM-K Program**  
**RFP 01/2023 Support on further developing the Water Information System in Kosovo**  
**136 Pashko Vasa street**  
**Floor I. No.5, Pejton, Pristina, Kosovo**  
**DO NOT OPEN BEFORE 15 February 2023**

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](mailto:tender@skat.ch), with the following subject:

**RFP 01/2023 Support on further developing the Water Information System in Kosovo**

**The technical offer must be submitted in one PDF file.**  
**The financial offer (including price schedule) must be submitted in one document, in PDF file, encrypted with a password. The financial offer shall be DIGITALLY signed or signed and scanned in the PDF format. The same submission time applies as for hard copy offers.**

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

**Password for Financial OFFER SHALL be provided to IWRM–K only upon conclusion of the deadline and required by e-mail<sup>3</sup>.**

<sup>1</sup> 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). This procurement is organized by Skat Consulting Branch Office in Kosovo.

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

<sup>3</sup> 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, 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 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	<b>Brief Description of the Required Services</b>	The overall objective of this assignment is to further develop the Water Information System (WIS) in Kosovo in a highly participatory fashion, i.e., through direct involvement of its users from institutions. It will be established in parallel with the capacity building and river basin management plans (RBMPs) efforts. The RBMPs will provide important entries for the WIS (e.g., maps, as well as historical and new monitoring results). Throughout this assignment, specific elements for further developing the system will include (i) fully operationalising the WIS and making it user-friendly and broadly accessible; (ii) updating the system with recently collected and produced data from different donor-projects; (iii) establishing a coordination mechanism between key stakeholders on data exchange; and (iv) introducing a quality assurance policies and data quality and governance mechanism.														
2	<b>List and Description of Expected Outputs to be Delivered</b>	<table border="1"> <thead> <tr> <th data-bbox="667 743 716 806"></th> <th data-bbox="716 743 1101 806"><b>Deliverable</b></th> <th data-bbox="1101 743 1412 806"><b>Tentative timeline</b> (months upon signing of contract)</th> </tr> </thead> <tbody> <tr> <td data-bbox="667 806 716 869">1.</td> <td data-bbox="716 806 1101 869">Del 1.1: Report on database architecture assessment and design</td> <td data-bbox="1101 806 1412 1010" rowspan="5">To be agreed later with selected Service Provider</td> </tr> <tr> <td data-bbox="667 869 716 911">2.</td> <td data-bbox="716 869 1101 911">Del 2.1: Revised Admin Instruction on WIS</td> </tr> <tr> <td data-bbox="667 911 716 953">3.</td> <td data-bbox="716 911 1101 953">Del 2.2: Quality assurance policy and data sharing protocol</td> </tr> <tr> <td data-bbox="667 953 716 995">4.</td> <td data-bbox="716 953 1101 995">Del 2.3: Data sharing agreements</td> </tr> <tr> <td data-bbox="667 995 716 1010">5.</td> <td data-bbox="716 995 1101 1010">Del A.1: Preparing a final report</td> </tr> </tbody> </table>		<b>Deliverable</b>	<b>Tentative timeline</b> (months upon signing of contract)	1.	Del 1.1: Report on database architecture assessment and design	To be agreed later with selected Service Provider	2.	Del 2.1: Revised Admin Instruction on WIS	3.	Del 2.2: Quality assurance policy and data sharing protocol	4.	Del 2.3: Data sharing agreements	5.	Del A.1: Preparing a final report
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4.	Del 2.3: Data sharing agreements															
5.	Del A.1: Preparing a final report															
3	<b>Frequency of Reporting and Progress Reporting Requirements</b>	As proposed in the company's methodology and agreed with IWRM-K prior to contract signing														
4	<b>Location of work</b>	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location and in premises of Ministry of Environment, Spatial Planning and Infrastructure														
5	<b>Expected duration of work</b>	11 months from the signing of the contract														
6	<b>Target start date</b>	March 2023														
7	<b>Estimated completion date</b>	January 2024														
8	<b>Language of the Proposal</b>	English														
9	<b>Pre-proposal conference</b>	Not Applicable														
10	<b>Travels Expected</b>	Representatives of the expert team are expected to travel to Kosovo as needed. All travel related costs need to be taken into account in the daily fee of the Experts.														
11	<b>Implementation Schedule indicating breakdown and timing of activities/sub-activities</b>	<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	<b>Names and curriculum vitae of individuals who will be involved in completing the services</b>	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required														
13	<b>Currency of Proposal</b>	<input type="checkbox"/> Other currency (if required) <input checked="" type="checkbox"/> Euro														

14	<b>Value Added Tax on Price Proposal<sup>4</sup></b>	<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	<b>Bid Security</b>	Will not be applied	
16	<b>Liquidated Damages</b>	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	<b>Performance Security</b>	Not required	
18	<b>Financial Standing</b>	Required. Annual turnover of minimum EUR 130,000 for both 2020 and 2021.	
19	<b>Validity Period of Proposals (Counting for the last day of submission of quotes)</b>	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, IWRM-K may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.	
20	<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted	
21	<b>Payment Terms<sup>5</sup></b>	% from total payment	Deliverable
		20%	<ul style="list-style-type: none"> <li>Del 1.1: Report on database architecture assessment and design</li> </ul>
		40%	<ul style="list-style-type: none"> <li>Del 2.1: Revised Admin Instruction on WIS</li> <li>Del 2.2: Quality assurance policy and data sharing protocol</li> <li>Del 2.3: Data sharing agreements</li> </ul>
		40%	<ul style="list-style-type: none"> <li>Del A.1: Preparing a final report</li> </ul>
Note: Tentatively the full contract amount can be processed in line with the above instalments which can be adjusted before the signing of the contract and in line with the Service Provider's methodology <sup>6</sup>			
22	<b>Type of Contract to be Signed</b>	<input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Other Type of Contract [pls. specify]	
23	<b>Evaluation Method for the Award of Contract</b>	<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 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	<b>Criteria for the Assessment of Proposal</b>	<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 200	

<sup>4</sup> IWRM-K is VAT exempt in the country and all activities implemented by the Program directly or through contracts are also VAT exempt.

<sup>5</sup> 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 EUR 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.

<sup>6</sup> The payment schedule is for orientation purposes only. It can be adjusted during negotiations with the selected company prior to signing of contract.

		<input checked="" type="checkbox"/> Qualification of Key Personnel 300 <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by IWRM-K.
25	<b>IWRM-K will award the contract to:</b>	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
26	<b>Contract General Terms and Conditions<sup>7</sup></b>	Terms and Conditions for contracts (goods and/or services)
27	<b>Annexes to this RFP<sup>8</sup></b>	<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: Evaluation Criteria <input checked="" type="checkbox"/> Annex 8: Terms and Conditions
28	<b>Contact for Inquiries (Written inquiries sent by email only)<sup>9</sup></b>	<b>Email to: kosovo@skat.ch</b> Any delay in IWRM-K's response shall be not used as a reason for extending the deadline for submission unless IWRM-K determines that such an extension is necessary and communicates a new deadline to the Proposers.
29	<b>Deadline for Submission of requests for clarification</b>	4 working days before the deadline
30	<b>Manner of Disseminating Supplemental Information to the RFP and responses / clarifications to queries</b>	By e-mail to the requesting bidder and also posted on the Skat Consulting Ltd., St. Gallen website ( <a href="https://skat.ch/jobs/">https://skat.ch/jobs/</a> )
31	<b>Documents to be submitted:</b>	<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; business activities (no translation required) <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 <input checked="" type="checkbox"/> Annex 4: Qualification Form including proof of minimum required annual turnover <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"/> Annex 6: Financial Proposal Submission Form
32	<b>Other:</b>	Maximum budget for this assignment is EUR <b>110,000</b> . The IWRM-K holds the right to eliminate offers exceeding the maximum available budget for this contract.

<sup>7</sup> 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.

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

<sup>9</sup> 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.

## ANNEX 1: TERMS OF REFERENCE

### PROGRAM BACKGROUND

The Integrated Water Resources Management in Kosovo Program (hereinafter referred to as “IWRM-K” or the “Program”) is implemented by the Consortium of Skat Consulting Ltd., Switzerland, and the Environment Agency Austria (EAA), thanks to the funding provided by the Swiss Agency for Development and Cooperation (SDC) and the Government of Kosovo. The key Program partner is the Ministry of Environment, Spatial Planning and Infrastructure (MESPI).

The ambition of the Program is 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, aligned with the principles of Integrated Water Resources Management (IWRM) and the EU Water Framework Directive (EU WFD).

The IWRM-K concentrates its efforts on creating the enabling environment for the envisaged transformation of Kosovo’s water resources management through: (i) Support to the development of institutional capacity for IWRM; (ii) Preparation of a coherent planning and information base systems to inform future measures and water resource management decisions (e.g., River Basin Management Plans (RBMPs), other country-level policies, strategies, and plans); (iii) Support to knowledge and skills development of (young) water professionals whilst facilitating relevant job creation; and (iv) Public awareness-raising on environmental issues and creating stakeholder participation mechanisms in water resources management.

The overall goal of the IWRM-K is to establish a functionally integrated water resources management framework for the protection, quality, sustainable use, and equitable allocation of water resources, thus contributing to the improved socio-economic well-being and population health, preserved resources, and reduced risks of internal and transboundary water-related conflicts. **To be able to achieve this goal, among others, it is fundamental to develop a comprehensive Water Information System (WIS) in country that would collect, organise, validate, maintain and make available data from various sources in a centralised national database to produce timely, accurate, reliable, and comprehensive information at the national and basin level to enable effective and efficient implementation of IWRM in Kosovo. The requirements from the potential WIS users in country shall be mapped with data for IWRM.**

### ASSIGNMENT CONTEXT

Generally, the MESPI units collect data from many different sources. Due to the multiplicity of topics and rather informal cooperation between the institutions/units in terms of data/information exchange, the necessary information usually exists in a fragmented and scattered form. The institutions (data producers) are following their own procedures to manage data, as there are not yet rules in place adopted to ensure production of uniform and comparable data. Existing data is usually heterogeneous, sometimes not easily comparable, and in many cases not available / accessible to the key stakeholders and third parties.

In order to address the above-mentioned challenges, different donor or government projects provided assistance to great extent for identifying the gaps and shortcomings and establishing information environmental/water systems. But there is still much to be done on the way to a functional comprehensive information system for water management in Kosovo that will be a tool for implementing the national and EU obligations and measures efficiently and timely. There are few databases currently used by different MESPI units. The existing WIS<sup>10</sup> is run by MESPI/River Basin District Authority (RBDA). Others are run by Kosovo Environmental Protection Agency including Hydrometeorological Institute of Kosovo that are foreseen to interact with WIS. The WIS

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<sup>10</sup> <https://siu.rks-gov.net/>



is web-based geo-database and it contains limited data and information on water resources and infrastructure, and even such is accessible to a small number of officers at MESPI/RBDA. The Program has assessed the functionality of the WIS in terms of technical and human capacities and based on it has drafted a **Roadmap as a guiding document identifying steps for implementation, building capabilities, and establishing governance arrangements for further developing the WIS**. The interested Service Providers can obtain the Roadmap document by sending a written request to [kosovo@skat.ch](mailto:kosovo@skat.ch).

The ultimate goal during the IWRM-K Phase 1 is to achieve an intermediate modernisation of the existing Water Information Systems and capacities. It is ambitious but still modest, with discrete and practical recommendations that can be sized in response to the level of investment secured. This is considered to be rather a “right” level of initial investment to realise a functional WIS and allow the MESPI to work to its current strengths while building its expertise and resources to work effectively with other key stakeholders.

The assessment, as presented in more details in the Roadmap, shows that while there are existing web-based water resources geo-databases, there are limited capacities to run, update, upgrade, and maintain them. Some of the reasons behind it are: (i) creation of too sophisticated systems which are difficult to maintain and upgrade without proper knowledge and skills; (ii) limited training to the end users of the system to using, upgrading, and maintaining of the system; (iii) lack of rather long-term technical support to the level that Ministry staff is fully capable of running the system independently; and (iv) funding limitations.

### SCOPE OF WORK

The objective of this assignment is to address some of the above-mentioned challenges by adopting a phased approach to further develop the WIS. **The system shall be co-designed in a highly participatory fashion, i.e., through direct involvement of its users, in parallel with the Program’s capacity building and RBMP preparation efforts.** The RBMPs will provide important entries for the WIS (e.g., maps, as well as historical and new monitoring results).

Throughout this interactive exercise, relevant ministry staff will be further trained, in addition to the basic and advanced GIS training courses already delivered by Program Expert. Furthermore, staff needs to be taught about the key procedures and share of roles and responsibilities in the operation of the system (e.g., data entry, generation of analytical reports). Some of the specific elements of the approach for further developing the system will include:

- a) fully operationalising the WIS and making it user-friendly and broadly accessible by introducing a standardised web technology components for inter-connecting databases, datasets, and people inside and outside water management sector;
- b) establishing a formal coordination mechanism between key stakeholders on data exchange;
- c) introducing a quality assurance policies and data quality and governance mechanism;
- d) standardisation according to international (EU) requirements, organisation of data in well-structured, coded, and tailored-made spatial feature datasets;
- e) enabling data acquisition from various data sources and their integration, i.e., updating the system with recently collected and produced data from different donor-projects and from Program consultants working on the RBMPs and the Water Balance Study;
- f) further building local expertise throughout information and knowledge dissemination.

### DUTIES AND RESPONSIBILITIES

Under the supervision of the Team Leader of the IWRM-K Program and the Component 2 Leader, the Service Provider will be responsible for the following specific duties and responsibilities:

#### **Task 1. Designing a database architecture**

This task includes designing a geo-database structure for storing and managing data in

accordance with a logical model, i.e., preparation of the functional specifications for all applications and tools that will be included in the database. The design comprises of the following key tasks: (i) web application for interactive data entry, processing, and maintenance; (ii) web-GIS application for search, display, report and disseminate information; (iii) metadata data view and search; (iv) data and information exchange with the key stakeholders and future transboundary international river basin commissions; and (v) application for data/information and user administration.

More explicitly, it consists of:

- Reviewing the current database structure and data
- Proposing improvements of the current database structure and data quality/quantity, and describe how a database management system (DBMS) will be integrated with WIS

## **Task 2. Drafting legislation, policies, and agreements**

This task includes drafting of policy, legislation and data sharing documents to establish the basic structure for regulating data production, collection, storage and dissemination.

More explicitly, it consists of:

- Revising the existing Administrative Instruction on WIS to further define the regulations and procedures on data collection, production and exchange, redefine the datasets terminology and description
- Drafting a quality assurance policy
- Drafting a data sharing protocol (internal and external) and water users list and access roles
- Drafting data sharing agreements

## **Task 3. Executing direct improvements in the database**

This task includes execution of proposals as outlined in the Task 1, i.e., designing the geo-database structure for storing and managing data in accordance with a standard format and providing tools for data input, verification, storage, retrieval, query, and management. It will also specifically include the integration of water-related databases available at the MESPI and establish common interfaces – combine data from different sources – and harmonise data (use standards, enable data exchange and use) and apply strict quality assurance and well described data used (metadata). Another key activity is the transformation of all collected data from the Program consultants to comply with developed databases. A data quality control and validation shall be performed before and after filling databases with collected background data.

More specifically, it consists of:

- Improving database structure including database, datasets, and data linkages
- Improving the web-based interface including designing and a reporting module
- Improve data quality (metadata, data coordinates, data coding, and infographics)
- Migrating all the data available from Program consultants to respective MESPI databases

## **Task 4. Capacity building / Knowledge transfer**

This task includes provision of appropriate information on water management system principles to stakeholders so that they can understand the related processes, issues and national and international requirements via WIS Working Group meetings and workshops. Thus, supporting understanding between stakeholders in order to reduce potential conflicts and promoting effective cooperation. Additional activity is the knowledge transfer, purpose of it is to enable MESPI WIS-officials to get acquainted with the methodology for the development of data model, present the structure of the logical data model; explain the procedure for adjusting and harmonizing the proposed data model and reporting model. Furthermore, the recommendation on database

updating and maintenance will be provided.

The expert will also suggest potential locations for a study visit on a functional water information system of a small group of MESPI WIS-officials. Following the selection of the country, the Service Provider will support the Program in arranging the study visit and accompany the group, providing organizational and thematic support.

More specifically, it consists of:

- Providing on-the-job training to MESPI WIS-officials throughout the assignment implementation
- Part-taking in the WIS Working Group meetings: presenting conclusions and recommendations from Task 1, reporting achievements and challenges of Task 2-3 and providing of a platform to stakeholders for sharing views, needs and knowledge on WIS
- Proposing to WIS Working Group available WIS platforms in region or EU countries that could serve as a good example to be followed by Kosovo water institutions and recommend the most suitable one to be visited
- Taking a lead role in communicating with the potential host(s) of the study visit to define the agenda and arrange the organizational details
- Join/facilitate the study visit to provide thematic and organizational support to the Kosovo group<sup>11</sup>.

## METHODOLOGY

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

## INPUTS AND TIMETABLE

Tasks	Description of activities (act) / deliverables (del)	Estimated distribution of days <sup>12</sup>		Tentative timetable
		International	Local	
Task 1	Act 1.1: Discussing and agreeing the list of activities, deliverables and timeline	To be proposed by the Service Provider in its methodology and workplan	To be proposed by the Service Provider in its methodology and workplan	To be proposed by the Service Provider in its methodology and workplan
Task 1	Act 1.2: Conducting meetings and interviews with MESPI staff			
Task 1	Del 1.1: Report on database architecture assessment and design			
Task 2	Del 2.1: Revised Admin Instruction on WIS			
Task 2	Del 2.2: Quality assurance policy and data sharing protocol			
Task 2	Del 2.3: Data sharing agreements			
Task 3	Act 3.1: Improving database structure			
Task 3	Act 3.2: Improving the web-based interface			
Task 3	Act 3.3: Improving data quality			
Task 3	Act 3.4: Migrating available data			
Task 4	Act 4.1: Providing on-the-job training to MESPI officials			
Task 4	Act 4.2: Part-taking in the WIS Working Group meetings			

<sup>11</sup> The costs for the participation of the Program partners in study visit will be covered by IWRM-K through a separate budget. This should not be part of Service Provider's budget. However, the Service Provider needs to plan to cover the study visit costs for their nominated expert.

<sup>12</sup> The figures serve orientation purposes only. They are used to assess the anticipated workload for the expert. The distribution of days per tasks may be adjusted based on final methodology and approach.

Tasks	Description of activities (act) / deliverables (del)	Estimated distribution of days <sup>12</sup>		Tentative timetable
		International	Local	
Task 4	Act 4.3: Preparations for study visit and partaking/ facilitating the study visit			
Admin	Del A.1: Preparing a final report			
<b>Total expert days:</b>				

## QUALIFICATION REQUIREMENTS

The Service Provider shall have **extensive experience of minimum 10 years** in designing and developing environmental and/or water information systems, and/or water resource management projects that involve the core aspects of this assignment (e.g., geo-database development, GIS-based water data analytics). It shall have a record of **minimum 3 projects** of similar nature and degree of complexity (design and development of water information systems). Experience in water information system projects in the Southeast Europe region is considered an asset.

The scope of work requires a **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 (including the Albanian language for communication with Program partners). For the needs of the evaluation process, IWRM-K will evaluate/score the International Team Leader (Chief Water Information Expert – ITL/CWIE) and Local Water Information Expert – LWIE. The minimum qualification requirements of both Experts include:

Team members	Qualification requirements
International Team Leader/Chief Water Information Expert	<ul style="list-style-type: none"> <li>• Advanced university degree (minimum M.Sc./MA) in information technology, geospatial sciences, geography, natural resources and environment related studies, engineering</li> <li>• At least 8 years of experience in designing and implementing of water information systems and other relevant assignments involving the core elements of WIS development</li> <li>• Experience from at least 3 similar projects/assignments (design and development of water information system)</li> <li>• Advanced knowledge on GIS and other relevant software</li> <li>• Knowledge of the EU water-related directives</li> <li>• Experience and knowledge in the Southeast Europe's water information management, water resource management approaches, practices and customs, is considered an asset</li> <li>• Excellent written and verbal communication skills in English</li> <li>• Excellent communication, interpersonal skills, and facilitation/moderation skills</li> </ul>
Local Water Information Expert	<ul style="list-style-type: none"> <li>• Advanced university degree (M.Sc./MA) in information technology, geospatial sciences, geography, natural resources and environment related studies, engineering</li> <li>• At least 8 years of experience in designing and implementing environmental/water information systems</li> <li>• Experience from at least 3 similar projects/assignments (implementing water information system)</li> <li>• Advanced knowledge on GIS and other relevant software</li> <li>• Excellent written and verbal communication skills in English and</li> </ul>

Team members	Qualification requirements
	Albanian <ul style="list-style-type: none"> <li>• Excellent communication, interpersonal skills, and facilitation/moderation skills</li> </ul>

**NOTE:** In addition to ITL/CWIE and LWIE, the Service Provider needs to demonstrate the ability to provide additional diverse expertise, e.g., in a form of a **pool of experts**, required to complete the tasks of the TOR<sup>13</sup>. The bidders should demonstrate how the experts from the pool will contribute to the assignment.

### OTHER TERMS AND CONDITIONS

- *Language*

The language of the required deliverables is English and Albanian, whilst interventions in the database shall be done in English, Albanian and Serbian. The quality of the documents is subject to review before approval. High-quality proofreading in English and Albanian is mandatory.

- *Sources of information*

The Program will make the best possible efforts to provide all relevant documentation/information to the selected Contractor.

- *Duration and budget of the assignment*

The maximum available time for completing the assignment is max. **11 months** upon signing of the contract.

The budget ceiling for this assignment is EUR 110,000.

- *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. Besides, bidders will propose the input to be deployed (numbers of working days) and timeline.

- *Quality assurance*

The Contractor will work under the overall supervision of the Team Leader of IWRM-K, as well as direct supervision of the IWRM-K Component Leader 2, and in close cooperation with MESPI staff. Validation of assignment deliverables will be provided through a WIS Working Group.

- *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 the Program in electronic format. The ultimate ownership of the deliverables rests within the donor (Swiss Agency for Development and Cooperation) and the Program partners. 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 with written consent by the owners.

- *Travel & Local Presence*

Representatives of the expert team are expected to travel to Kosovo as needed, especially for the consultations, system reviewing/interviews, presentations, on-the-job training and other activities (to be proposed in Service Provider's methodology). All travel-related costs need to be calculated and included in the daily fees of proposed Experts.

<sup>13</sup> By providing information on their in-house relevant expertise and/or lists and/or CVs of staff which can be made available for different tasks under the TOR.

## 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 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 IWRM-K accept this Proposal.*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

[Stamp with official stamp of the Bidder]

## Annex 3: Bidder Information Form

<b>The legal name of Bidder</b>	
<b>Legal address</b>	
<b>Year of registration</b>	
<b>Bidder's Authorized Representative Information</b>	
<b>Country/ies of operation</b>	
<b>No. of full-time employees</b>	
<b>Quality Assurance Certification<sup>14</sup> (e.g. ISO 9000 or Equivalent) (If yes, provide a copy of the valid Certificate):</b>	
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a copy of the valid Certificate):</b>	
<b>Person IWRM-K may contact for requests for clarification during the Proposal evaluation</b>	

<sup>14</sup> 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 experts and their qualifications in the list provided in addition to requirements under Annex 5 [as per the requirements in the Terms of Reference related to relevant experience].

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

### 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, 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 and needed inputs.
- 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

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment / Area of Expertise (from the TOR)</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>
	<ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/ Experience</b>	<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]
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert]  Reference 2: [Insert]

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

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

## Annex 6: Financial Proposal Submission Form

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

We, the undersigned, offer to provide the services for [Insert RFP Title] in accordance with your Request for Proposal No. **RFP 01/2023** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in Description of Requirements [Annex 1].

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with the official stamp of the Bidder]*

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

**The currency of the proposal: EUR**

**Table 1: Summary of Overall Prices**

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

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

Name	Position	Fee Rate <sup>15</sup>	No. of Days/month s/ hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
<b>Subtotal Professional Fees:</b>				

**Table 3: Breakdown of Price per Deliverable/Activity**

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

<sup>15</sup> Including all related costs, e.g., travel, accommodation costs, etc.

## Annex 7: 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	200					
3.	Personnel (qualifications and experience)	300					
<b>Total:</b>		<b>700</b>					

		YES/NO for minimum requirements	
<b>Section 1. Bidder's qualification, capacity, and experience</b>			
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 40
1.2	Minimum 10 years in designing and developing environmental and/or water information systems, and/or water resource management projects that involve the core aspects of this assignment (e.g., in different areas of water resource management, geo-database development, GIS-based water data analytics)	Max 60	Max 45 points for 10 years
			Max 53 points for 11 to 15 years
			Max 60 points for 16 years and more
1.3	Record of minimum 3 projects of similar nature and degree of complexity (design and development of water information systems). Experience in water information system projects in the Southeast Europe region is considered a big asset.	Max 60	Max 45 points for 3 projects
			Max 53 points for 4 to 6 projects
			Max 60 points for 7 projects and more
1.4	Experience in water information system projects in the Southeast Europe region		Max 40
<b>Total Section 1:</b>			<b>200</b>

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?	40
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	40
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	30

<b>Section 2. Proposed Methodology, Approach and Implementation Plan</b>		<b>Points obtainable</b>
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	25
2.6	Details on how the pool of experts will contribute to the design and delivery of the training based on the proposed methodology	25
<b>Total Section 2:</b>		<b>200</b>

<b>Section 3. Management Structure and Key Personnel</b>			
<b>3.1 Chief Water Information Expert</b>			
	<b>YES/NO for minimum requirements</b>	<b>Score</b>	<b>Max obtainable points</b>
Minimum M.Sc./MA equivalent in information technology, geospatial sciences, geography, and environment related studies, engineering		Max 55 points for MSc	60
		Max 60 points for PhD	
At least 8 years of experience in designing and implementing of water information management related projects		Max 55 points for 8 years	60
		Max 60 points for 9 or more years	
Experience from at least 3 similar projects/assignments (design and development of water information system) preferably in region		Max 35 points for 3 projects	40
		Max 40 points for 4 or more projects	
Knowledge on GIS and other water related software		Max 20 points	20
Knowledge of the EU water-related directives and experience and knowledge in the Southeast Europe's water information management		Max 20 points	20
<b>Max points or 3.1:</b>			<b>200</b>
<b>3.2 Local Water Information Expert</b>			
M.Sc./MA equivalent in information technology, geospatial sciences, geography, and environment related studies, engineering		Max 35 points	35
At least 8 years of experience in designing and implementing of water information systems		Max 25 points for 8 years	30
		Max 30 points for 9 or more years	
Experience from at least 3 similar projects/assignments (implanting water information system)		Max 15 points for 3 projects	20
		Max 20 points for 4 or more	
Knowledge on GIS and other water related software		Max 15 points	15
<b>Max points or 3.2:</b>			<b>100</b>
<b>Total Section 3</b>			<b>300</b>

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 8: 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.