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Swiss Agency for Development
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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

Support on Reforming the Water Financing in Kosovo

Request for Proposal

03/2023

April 2023



Integrated Water Resources
Management in Kosovo

skat Swiss Resource Centre and
Consultancies for Development

ENVIRONMENT
AGENCY AUSTRIA **umweltbundesamt**^U



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Acronyms/Abbreviations

CEST	Central European Summer Time
CV	Curriculum Vitae
EAA	Environment Agency Austria
EU-WFD	European Union Water Framework Directive
ITL/CWRE	International Team Leader / Chief Water Resource Expert
IWRM	Integrated Water Resources Management
IWRM-K	Integrated Water Resource Managements in Kosovo (Program)
MESPI	Ministry of Environment, Spatial Planning and Infrastructure
RBMP	River Basin Management Plan
RFP	Request for Proposal
SDC	Swiss Agency for Development and Cooperation
TOR	Terms of Reference
VAT	Value Added Tax

1. INVITATION FORM

Integrated Water Resources Management in Kosovo (IWRM- K) Program	DATE: April 20, 2023
	REFERENCE: Support on Reforming the Water Financing 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 03/2023 Support on Reforming the Water Financing in Kosovo. The proposal must be submitted in a sealed envelope on or before 16:30 CEST on 12 May 2023, to the address below:

**Skat Consulting Kosovo, IWRM-K Program
RFP 03/2023 Support on Reforming the Water Financing in Kosovo
136 Pashko Vasa Street
Floor I. No.5, Pejton, Pristina, Kosovo
DO NOT OPEN BEFORE 12 May 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, with the following subject:

RFP 03/2023 Support on Reforming the Water Financing in Kosovo

The technical offer must be submitted in one PDF file.

The financial offer (including the price schedule) must be submitted in one document, in a PDF file, encrypted with a password. The financial offer shall be DIGITALLY signed or signed and scanned in PDF format. The same submission time applies to 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 when required by e-mail³.

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

¹ 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.

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

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

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

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

Any discrepancy between the unit price and the total price shall be re-computed by the IWRM-K Program, 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 of twenty-five percent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any contract that will be issued as a result of this RFP shall be subject to the Terms and Conditions indicated herein. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of 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 Provider's preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

Thank you and we look forward to receiving your Proposal.

2. DESCRIPTION OF REQUIREMENTS

1	Brief Description of the Required Services	<p>The objective of this assignment is to initiate the reform of water financing instruments in Kosovo to enable environment/water-related governmental institutions to provide access to secure supplies of water efficiently and effectively in the future whilst protecting the environment.</p> <p>A team of experts will be hired to facilitate the reform by doing all the necessary assessments and proposing the best options to be followed. This includes scoping and designing a model for setting water charges taking into account three key principles of the “water user”, “polluter pays”, and “cost recovery” and other elements such as introducing a differential price per basin, encourage efficient water use, fair allocation and payment within different categories of users, and protection of the environment.</p> <p>Throughout this interactive exercise, relevant ministry and other agencies’ staff will be fully engaged and trained up to a level that they can understand, update and upgrade the model.</p>												
2	List and Description of Expected Outputs to be Delivered	<table border="1"> <thead> <tr> <th data-bbox="669 751 721 842"></th> <th data-bbox="721 751 1127 842">Deliverable</th> <th data-bbox="1127 751 1427 842">Tentative timeline (months upon signing of contract)</th> </tr> </thead> <tbody> <tr> <td data-bbox="669 842 721 890">1.</td> <td data-bbox="721 842 1127 890">Del 1.1: Concept Paper on reforming process</td> <td data-bbox="1127 842 1427 1094" rowspan="4">To be agreed later with the selected Service Provider</td> </tr> <tr> <td data-bbox="669 890 721 968">2.</td> <td data-bbox="721 890 1127 968">Del 2.1: Designing an Excel-based model for calculating water resource charges</td> </tr> <tr> <td data-bbox="669 968 721 1045">3.</td> <td data-bbox="721 968 1127 1045">Del 3.1: Populating the water resource charges model</td> </tr> <tr> <td data-bbox="669 1045 721 1094">4</td> <td data-bbox="721 1045 1127 1094">Del A.1: Preparing a final report</td> </tr> </tbody> </table>		Deliverable	Tentative timeline (months upon signing of contract)	1.	Del 1.1: Concept Paper on reforming process	To be agreed later with the selected Service Provider	2.	Del 2.1: Designing an Excel-based model for calculating water resource charges	3.	Del 3.1: Populating the water resource charges model	4	Del A.1: Preparing a final report
	Deliverable	Tentative timeline (months upon signing of contract)												
1.	Del 1.1: Concept Paper on reforming process	To be agreed later with the selected Service Provider												
2.	Del 2.1: Designing an Excel-based model for calculating water resource charges													
3.	Del 3.1: Populating the water resource charges model													
4	Del A.1: Preparing a final report													
3	Frequency of Reporting and Progress Reporting Requirements	As proposed in the company’s methodology and agreed with the IWRM-K prior to the contract signing												
4	Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At the Contractor’s Location and on the premises of the Ministry of Environment, Spatial Planning and Infrastructure												
5	Expected duration of work	8 months from the signing of the contract												
6	Target start date	June 2023												
7	Estimated completion date	January 2024												
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 taken into account in the daily fee of the Experts.												
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 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	Not required							
18	Financial Standing	Required. Annual turnover of a minimum of EUR 130,000 for both 2021 and 2022.							
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>% from the total payment</th> <th>Deliverable</th> </tr> </thead> <tbody> <tr> <td>To be calculated</td> <td> <ul style="list-style-type: none"> Del 1.1: Concept Paper on reforming process Del 2.1: Designing an Excel-based model for calculating water resource charges </td> </tr> <tr> <td>To be calculated</td> <td> <ul style="list-style-type: none"> Del 3.1: Populating the water resource charges model Del A.1: Preparing a final report </td> </tr> </tbody> </table>	% from the total payment	Deliverable	To be calculated	<ul style="list-style-type: none"> Del 1.1: Concept Paper on reforming process Del 2.1: Designing an Excel-based model for calculating water resource charges 	To be calculated	<ul style="list-style-type: none"> Del 3.1: Populating the water resource charges model Del A.1: Preparing a final report 	
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To be calculated	<ul style="list-style-type: none"> Del 3.1: Populating the water resource charges model Del A.1: Preparing a final report 								
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 ⁶									
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 Contract Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.							
24	Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> The expertise of Firm 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							

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

⁵ The IWRM-K's preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted.

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

		<u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by the IWRM-K.
25	IWRM-K will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers
26	Contract General Terms and Conditions⁷:	Terms and Conditions for contracts (goods and/or services)
27	Annexes to this RFP⁸	<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	Contact for Inquiries (Written inquiries sent by email only)⁹	Email to: kosovo@skat.ch Any delay in the IWRM-K's response shall be not used as a reason for extending the deadline for submission unless the IWRM-K determines that such an extension is necessary and communicates a new deadline to the Proposers.
29	Deadline for Submission of requests for clarification	4 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 the 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	Other:	The maximum budget for this assignment is EUR 35,000. The IWRM-K holds the right to eliminate offers exceeding the maximum available budget for this contract.

⁷ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

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

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

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 need for future sustainable development. It aims to help replace the current fragmented approach with a more comprehensive, and highly participatory approach to 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.**

In response to its overall goal, the IWRM-K, among others, foresees reforming the existing water management financing framework by valuing water as an economic good to achieve efficient and equitable use and encouraging conservation and protection of water resources.

ASSIGNMENT CONTEXT

Kosovo is considered a water-stress country and there is a need to properly manage it to avoid increased stress in the future. Despite continued improvements in overall water management, there is still lots to be done to have a better control on water use, discharge of wastewater, and extracting water inter materials. In response to this, the policy-makers, soon enough, realised that is a need to better protect water resources from over-abstraction and from pollution threats, thus **introducing a more robust system of water abstraction permitting (for both surface and ground waters) specifying abstraction limits, quality control requirements, and fees.** This overall aim is being addressed progressively over the past decade.

Kosovo is implementing its water abstraction, wastewater discharge, and other water-related activities charges since 2006, though no reforms have been introduced since then. While Kosovo agreed to implement the “water user”, “polluter pays”, and “cost recovery” principles in its national water policy and legislation, in practice it is not yet fully enforced.

Different drivers and barriers may influence the process of design and implementation of the current water use charges. The current charges were initially regulated by the Administrative Instruction on Structure of Payments No. 02/2006 revised in 2016. These charges are set on a

“lump sum” bases, taking into account the average charges in the region rather than covering environmental and resource costs of water use, such as pollution and the depletion of resources. The revenue from the charges is collected by the Ministry in charge of environment/water management (currently MESPI) and flows to the consolidated budget of Kosovo, i.e., is not directly redistributed to environmental projects and initiatives. However, the respective country legislation recognizes the right of self-financing of ministries/agencies following a memorandum of understating acknowledged by the requester ministry and the ministry in charge of financing.

The current abstraction system is not flexible enough to meet the needs of a changing environment. These charges do not reflect water availability over time, and there is no fee signal to encourage efficient water use. There are also challenges around the allocation of water among users and the water balance model¹⁰ is not yet in use for such purposes.

Due to the fast-changing legal framework in Kosovo, the implementation of regulatory acts is relatively slow, creating an incoherence between legislative acts. In addition, the administrative burden combined with a lack of institutional capacity results in insufficient management/monitoring of water resources and a lack of data¹¹. These conditions created a beneficial environment for water users to take advantage of “gaps” in the legislation and implementation and thus avoid/postpone the payment of charges, reducing the impact of the current instrument. While from the other perspective, if the process were clearer, and revenues will be dedicated to environmental/water investments, as a matter of reversible process, all parties involved might be encouraged to endorse the charges.

Considering the above-mentioned facts, the Kosovo Government aims to reform the financing instruments including re-designing the charges regime, justified by the need to fulfil the requirements of the EU-WFD, and key principles derived by it. This initiative might lead to higher water charges, which might be opposed by a certain category of water users, thus requiring a need to consider the political economy dimension of the reform.

Over the past years the water abstraction charges have had moderate effects on water use but **once the instrument is reformed, and apparently higher charges are introduced, the policy-makers expect increased economic and environmental efficiency. Hence, the charges shall be continuously evaluated through various mechanisms that the Program will propose in the course of this assignment.**

The Program has undertaken a superficial assessment of the current water charge regime by (i) reviewing the respective legislation and the Report on water payment in Kosovo¹² and (ii) interrogating the key stakeholders. The selected Service Provider will have full access to legislation and quoted Report once the assignment is kicked off.

SCOPE OF WORK

The objective of this assignment is to initiate the reform on water financing instruments in order to support environment/water-related governmental institutions that will be able to provide access to secure supplies of water efficiently and effectively in the future whilst also protecting the environment. Such a reformed system should:

- (i) give clear signals and regulatory certainty on the availability of water, to drive efficient investment to adapt to climate change and meet country water needs;
- (ii) better reflect the value of water to users, its scarcity, and the value of ecosystems services to ensure aquifers, lakes, and rivers are protected;
- (iii) be fair to all water users;

¹⁰ The water balance model has been recently prepared by the IWRM-K

¹¹ Reference: Different Program assessment reports 2020-2022

¹² Report on Water Payment in Kosovo, Inter-ministerial Water Council, Qehaja D., 2018

- (iv) be flexible and responsive to changes in supply and demand, including providing greater access to water when more is available;
- (v) meet the water needs of people and the environment at affordable costs;
- (vi) ensure an efficient mechanism for the collection of revenues from water charges at the right funds; and
- (vii) ensure the return of revenues to water-related investments and projects.

A team of experts will be hired to facilitate the reform by doing all the necessary assessments and proposing the best options to be followed. This includes scoping and designing a model for setting water charges taking into account three key principles of the “water user”, “polluter pays”, and “cost recovery” and other elements such as introducing a differential price per basin, encourage efficient water use, fair allocation and payment within different categories of users, and protection of the environment.

Throughout this interactive exercise, relevant ministry and other agencies’ staff will be fully engaged and trained up to a level that they are able to understand, update and upgrade the model themselves.

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: Drafting a Concept Paper on Reforming the Water Financing

- Carrying out research based on a review of available documentation produced by the Program and different relevant projects, the country’s water sector legislation and institutional setup, water resources and services charges regime, as well as through further stakeholder interactions (meetings, workshops);
- Organising a round-table for discussing and understanding of (i) the existing water charges framework in the country and region and what are the challenges that might influence the misapplication of EU-WFD principles, and (ii) the basics of the water financing reform;
- Preparing a **draft Concept Paper** introducing a reforming process with defined steps, following the overview of the institutional, regulatory, and administrative frameworks under which water financing/pricing operates/shall operate in Kosovo. The Concept shall provide:
 - Analysis of the current institutional, regulatory, and administrative frameworks regulating the water charges and the degree of their implementation;
 - Analysis of regulatory framework gaps on sectorial self-financing¹³. It will include proposing a regime for setting water resource charges taking into account the requirements from EU-WFD in respecting the principle of recovery of the costs of water services, including environmental and resource-related costs, according to the "polluter pay" principle. This proposed model shall incentivize users to use water resources efficiently and contribute to the cost recovery of water services. To this end, it is necessary to include in the analysis the following critical sectors: households, agriculture, and industry. In addition, the regime shall consider the EU principle on the affordability of water services as fundamental. In this sense, the proposed regime shall review and guide cross-subsidizing the disadvantaged social groups or farmers.
 - Proposals on reforming the water financing by redesigning the financing instruments in line with best practices of implementing respective EU principles on ‘polluter pays’ and ‘cost recovery’;
 - Challenges that might be faced during the implementation of the reform and the

¹³ This will found the bases for MESPI to draft the Concept for new Law on Financing of Water Sector

dialogue needed to smooth the process¹⁴.

- Present the preliminary findings and recommendations of the Concept;
- Provide the final Proposal based on the feedback provided by the Program and its key partners/stakeholders.

Task 2: Designing an Excel-based model for calculating water resource charges

This task includes **designing an Excel-based model** for calculating water resource charges based on the regime agreed upon with stakeholders during Task 1 above. The model should be user-friendly and should consist of separate datasets (input data) and charges/fee calculation display sheets per basin (if applicable) and category of water users. The goal is to propose a mathematical optimization model to implement the charges structure guaranteeing compliance with respective EU principles, i.e., guaranteeing the sustainability of the fees for all users and, at the same time, ensuring that the fees grow proportionally to consumption in an optimal manner for the user.

Task 3: Populating the water resource charges model

After the Excel-based model is designed and found to be appropriate by the key users (MESPI/Water division), it will be **populated with the existing data and information available** from different sources, e.g., proposed action plans from the Program of Measures for four river basins, proposed investments in the Water Balance Studies, etc. In case some necessary data and information are not available during the course of this assignment then the model will be populated with existing available data while the completion of the first-cycle calculation of charges remains pending to full availability of data and information.

The calculated charges will be the subject of discussion with all interested parties including policy and decision makers and in case of exceeding affordability thresholds, a scrutinizing process might be introduced. For clarification, this process shall be led by the Water Division and it may take longer than the assignment is due. In such case, the Water Division will get further support from the IWRM-K in continuation of the reforming process.

Task 4: Capacity building / Knowledge transfer

The Service Provider shall involve the respective Water Division staff during the whole assignment by getting consulted and transferring knowledge formally and informally.

The formal way includes **on-job training and workshops**, while the informal transfer of knowledge can be done through discussions, literature, models, and experience sharing.

At the end of the assignment, the Service Provider submits a Final Report (short/concise) documenting the work done and recommendations for the next steps.

METHODOLOGY

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

¹⁴ This initiative might lead to higher water charges, which might be opposed by a certain category of water users, thus requiring a need to consider the political economy dimension of the reform.

Tasks	Description of activities (Act) / deliverables (Del)	Estimated distribution of days ¹⁵		Tentative timetable
		ITL/CWRE	Pool	
Task 1	Act 1.1: Discussing and agreeing on the list of activities, deliverables, and timeline	To be proposed by the Service Provider in its methodology and work plan		
Task 1	Act 1.2: Carrying out research			
Task 1	Act 1.3: Organising a round-table			
Task 1	Del 1.1: Concept Paper on reforming process			
Task 2	Del 2.1: Designing an Excel-based model for calculating water resource charges			
Task 3	Del 3.1: Populating the water resource charges model			
Task 4	Act 4.1: Capacity building/Knowledge transfer			
Admin	Del A.1: Final Report			
Total expert days:				

QUALIFICATION REQUIREMENTS

The Service Provider shall have **extensive experience of a minimum of 10 years** in developing environmental and/or water-related studies. It shall have a record of a **minimum of 2 projects** of similar nature and degree of complexity (design and development of water resources and water services charges). Experience in water resource projects in the **Southeast Europe region is considered a great 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, the IWRM-K will evaluate/score the International Team Leader (Chief Water Resource Expert – ITL/CWRE). The minimum qualification requirement for the ITL/CWRE include:

Team members	Qualification requirements
Team Leader/Chief Water Resource Expert	<ul style="list-style-type: none"> Advanced university degree (minimum M.Sc./MA) in environmental engineering, water engineering; or environmental economics; At least 5 years of experience in designing and/or implementing water resource charges; At least 5 years of experience in water resource planning and management including river basin management plans, stakeholder consultation, and national water policy dialogue; Knowledge of the EU water-related directives; Experience and knowledge in Southeast Europe’s water resource management, water resource management approaches, practices, and customs, is considered an asset; Excellent written and verbal communication skills in English; Excellent communication, interpersonal skills, and facilitation/moderation skills.

NOTE: In addition to ITL/CWRE, 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

¹⁵ 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.

of the ToR¹⁶. 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. The quality of the documents is subject to review before approval. High-quality proofreading in English 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. **8 months** upon signing of the contract.

The budget ceiling for this assignment is EUR 35,000.

- *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 the 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 Coordination Advisory 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.

¹⁶ 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 another 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 the Contract and in accordance with the Terms of Reference.

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Annex 3: Bidder Information Form

The legal name of Bidder	
Legal address	
Year of registration	
Bidder's Authorized Representative Information	
Country/ies of operation	
No. of full-time employees	
Quality Assurance Certification¹⁷ (e.g. ISO 9000 or Equivalent) (If yes, provide a copy of the valid Certificate):	
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a copy of the valid Certificate):	
Person IWRM-K may contact for requests for clarification during the Proposal evaluation	

¹⁷ 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 2021	EUR
	Year 2022	EUR

Financial information (in EUR)	Historic information for the last 2 years		
	Year 2021	Year 2022	
	<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 the format of the 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, the 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 meet 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 the CV of Proposed Key Personnel

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

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

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

Signature of Personnel

Date (Day/Month/Year)

Annex 6: Financial Proposal Submission Form

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

We, the undersigned, offer to provide the services for [Insert RFP Title] in accordance with your Request for Proposal No. **RFP 03/2023** 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 the Description of Requirements [Annex 1].

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with the official stamp of the Bidder]

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

The currency of the proposal: EUR

Table 1: Summary of Overall Prices

Amount(s)	
Professional Fees (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 ¹⁸	No. of Days/month s/ hours	Total Amount
		A	B	C=A*B
In-Country				
Home Based				
Subtotal Professional Fees:				

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				
.....				

¹⁸ 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 before any price proposal is 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 40
1.2	Minimum 10 years in developing environmental and/or water-related studies.	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	It shall have a record of a minimum of 2 projects of similar nature and degree of complexity (design and development of water information systems). Experience in water projects in the Southeast Europe region is considered an asset.	Max 60	Max 45 points for 2 projects Max 53 points for 3-5 projects Max 60 points for 6 projects and more
1.4	Experience in water resource projects in the Southeast Europe region		Max 40
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?	50
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	50
2.3	Details on how the different service elements shall be organized, controlled, and delivered	50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	40

Section 2. Proposed Methodology, Approach, and Implementation Plan		Points obtainable
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	30
2.6	Details on how the pool of experts will contribute to the design and delivery of the training based on the proposed methodology	30
Total Section 2:		250

Section 3. Management Structure and Key Personnel			
3.1 Chief Water Resource Expert			
	YES/NO for minimum requirements	Score	Max obtainable points
Minimum M.Sc./MA) in environmental engineering, water engineering; environmental economics		Max 65 points for MSc	70
		Max 70 points for a PhD	
At least 5 years of experience in designing and/or implementing water resource charges		Max 70 points for 5 years	75
		Max 75 points for 6 or more years	
At least 5 years of experience in water resource management including river basin management plans, stakeholder consultation, and national water policy dialogue		Max 70 points for 5 years	75
		Max 75 points for 6 or more years	
Experience and knowledge in Southeast Europe's water resource management, approaches, practices, and customs, are considered an asset		Max 30 points	30
Total Section 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 the highest aggregate score based on the technical and financial proposal. The remaining financial proposals of Offerors whose technical proposals are deemed unacceptable or unqualified shall remain unopened and 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 a 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 another 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, 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 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 the 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.