

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS	
1. Introduction	<p>Bidders shall adhere to all the requirements of this tender, including any amendments in writing by the IWRM-K. This procurement is conducted in accordance with the Financial & Administrative Manual of the IWRM-K.</p> <p>Any Proposal/Bid/Offer submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal/Bid by the IWRM-K. The IWRM-K is under no obligation to award a contract to any Bidder as a result of this tender.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>The IWRM-K strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, and collusion, unethical or unprofessional practices and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation.</p> <p>Bidders/vendors shall not offer gifts or hospitality of any kind to IWRM-K staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>In pursuance of this policy, the IWRM-K:</p> <p>(a) Shall reject a Proposal/Bid/Offer if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing an IWRM-K contract.</p>
3. Conflict of Interests	<p>Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ol style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the IWRM-K to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the program/project related to the services requested under this tender; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of the IWRM-K. <p>In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to the IWRM-K, and seek the IWRM-K's confirmation on whether or not such a conflict exists.</p> <p>Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ol style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of IWRM-K staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this tender; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. c) Failure to disclose such information may result in the rejection of the proposal or proposals affected by the non-disclosure. <p>The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to the IWRM-K's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this tender, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
PREPARATION OF PROPOSALS	
4. General Considerations	<p>In preparing the Proposal/Bid/Offer, the Bidder is expected to examine the tender documentation in detail. Material deficiencies in providing the information requested in the tender may result in rejection of the Proposal.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the tender documentation. Should such errors or omissions be discovered, the Bidder must notify the IWRM-K.</p>
5. Cost of Preparation of Proposal	<p>The Bidder shall bear any, and all costs related to the preparation and/or submission of the Proposal/Bid/Offer, regardless of whether its Proposal/Bid/Offer was selected or not. The IWRM-K shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>

6. Language	The Proposal/Bid/Offer, as well as any and all related correspondence exchanged by the Bidder and the IWRM-K, shall be written in the language (s) specified in the Description of Requirements.
7. Documents Comprising the Proposal/Bid/O ffer	<p>The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> - Documents Establishing the Eligibility and Qualifications of the Bidder; - Technical proposal; - Financial proposal; - Bid Security, if required; - Any attachments and/or appendices to the Proposal/Bid/Offer
8. Technical Proposal Format and Content	<p>The Bidder is required to submit a Technical Proposal using forms and templates provided in the tendering documentation.</p> <p>The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>When applicable and required the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the IWRM-K.</p>
9. Financial Proposals	<p>The Financial Proposal shall be prepared using the template provided in the tender. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
10. Bid Security	<p>A Proposal/Bid/Offer Security, if required shall be provided in the amount and form indicated in the tender. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>The Proposal/Bid/Offer Security shall be included along with the Technical Proposal. If Proposal Security is required by the tender documentation but is not found along with the Technical Proposal, the Proposal/Bid/Offer shall be rejected.</p> <p>The Proposal/Bid/Offer Security may be forfeited and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity; b) In the event that the successful Bidder fails to sign the Contract and an award has been issued or to provide the Performance Security, insurances, or other documents that the IWRM-K may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
11. Currencies	<p>All prices shall be quoted in the currency or currencies indicated in the tender. Where Proposal/Bid/Offer are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>The currency will be converted to EUR using the exchange rate from the Central Bank of Kosovo exchange rate on the deadline of the proposal; and</p> <p>In the event a proposal is selected for award that is quoted in a currency different from the preferred currency, the IWRM-K shall reserve the right to award the contract in the currency of IWRM-K's preference, using the conversion method specified above.</p>
12. Joint Venture, Consortium or Association	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal/Bid/Offer, they shall confirm in their Proposal/Bid/Offer that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between the IWRM-K and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Proposal/Bid/Offer I, the lead entity identified to represent the JV, Consortium or Association cannot be altered.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall submit only one Proposal/Bid/Offer.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the tender, both in the Proposal/Bid/Offer and the JV, Consortium or Association Agreement. If not otherwise specified, all entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment.</p>

	<p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
13. Only One Proposal	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal/Bid/Offer, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have the same legal representative for purposes of this tender; or b) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal/Bid/Offer of, another Bidder regarding this tender process; c) they are subcontractors to each other's Proposal/Bid/Offer, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or d) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal/Bid/Offer received for this tender process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
14. Proposal Validity Period	<p>Proposal/Bid/Offer shall remain valid for the period specified in the tender, commencing on the Deadline for Submission of Proposal/Bid/Offer. A Proposal/Bid/Offer valid for a shorter period may be rejected and rendered non-responsive.</p> <p>During the Proposal/Bid/Offer validity period, the Bidder shall maintain its original Proposal/Bid/Offer without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
15. Clarification of Proposal	<p>Bidders may request clarifications on any of the tender documents no later than the date indicated in the tender. Any request for clarification must be sent in writing. If inquiries are sent other than specified channel, even if they are sent to an IWRM-K staff member, IWRM-K shall have no obligation to respond or confirm that the query was officially received.</p> <p>IWRM-K will provide the responses to clarifications through the method specified in the TENDER.</p>
16. Amendment of Proposals	<p>At any time prior to the deadline of Proposal/Bid/Offer submission, the IWRM-K may for any reason, such as in response to a clarification requested by a Bidder, modify the tender in the form of an amendment to the tender. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, the IWRM-K may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposal/Bid/Offer.</p>
17. Alternative Proposals	<p>Unless otherwise specified in the tender, alternative proposals shall not be considered. If submission of alternative proposal is allowed in the tender, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the tender requirements. The IWRM-K shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, IWRM-K reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
18. Pre-Bid Conference	<p>When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the tender. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated and shared by email or with prospective bidders. No verbal statement made during the conference shall modify the terms and conditions of the tender, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to tender.</p>
SUBMISSION AND OPENING OF PROPOSALS	

19. Submission	<p>The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the tender.</p> <p>The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>Bidders must be aware that the mere act of submission of a Proposal implies that the Bidder fully accepts the IWRM-K Terms and conditions.</p>
20. Deadline for Submission of Proposals and Late Proposals, Manner of submission	<p>Proposal/Bid/Offer shall be submitted in hard copy, in a clearly marked sealed envelope, to the address marked in the tender documents. All Proposal/Bid/Offer shall be submitted by the deadline indicated in the tendering documentation. Bids submitted after the deadline shall not be considered for evaluation. Complete Proposals must be received by the IWRM-K in the manner, and no later than the date and time, specified in the tender.</p> <p>IWRM-K shall not consider any Proposal/Bid/Offer that is submitted after the deadline for the submission of Proposals.</p> <p>Alternatively, the offers can be submitted by email to a dedicated e-mail address.</p> <p>The technical offer must be submitted in one PDF document, free of viruses and not corrupted. The financial offer shall be submitted encrypted with password and the password shall be provided to IWRM-K only upon conclusion of deadline and required by e-mail.</p>
21. Withdrawal, Substitution, and Modification of Proposals	<p>A Bidder may withdraw, substitute or modify its Proposal/Bid/Offer after it has been submitted at any time prior to the deadline for submission.</p> <p>Proposal/Bid/Offer requested to be withdrawn shall be returned unopened to the except if the bid is withdrawn after the bid has been opened</p>
22. Proposal Opening	<p>IWRM-K shall open the Proposal/Bid/Offer in the presence of an ad-hoc committee formed by IWRM-K as per internal policies. No public bid opening is required for RFPs at any amount. ITBs are always publicly opened. Public opening can be determined at the time of the preparation of tendering documentation if deemed necessary for the solicitation process by IWRM-K.</p>
EVALUATION OF PROPOSALS	
23. Confidentiality	<p>Information relating to the examination, evaluation, and comparison of Proposal/Bid/Offer, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a Bidder or anyone on behalf of the Bidder to influence IWRM-K in the examination, evaluation and comparison of the Proposal/Bid/Offer or contract award decisions may, at the IWRM-K's decision, result in the rejection of its Proposal.</p>
24. Evaluation of Proposals	<p>The Bidder is not permitted to alter or modify its Proposal/Bid/Offer in any way after the proposal submission deadline.</p> <p>IWRM-K will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
25. Evaluation of Proposal/Bid/Offer	<p>For RFPs</p> <p>Two approaches shall be used in evaluation of bids:</p> <p>The Cumulative approach and Lowest-priced among technically compliant offer (point system with a minimum threshold).</p> <p><i>Cumulative Approach:</i></p> <p>The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other tender documents, applying the evaluation criteria, sub-criteria, and point system specified in the tender. A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the tender.</p> <p>The evaluation is based on 1000 points score system, in which the technical offer score is part. The recommended approach is 70%-30% (i.e. 70% for technical evaluation and 30% for financial evaluation). Other ratios as determined can be applied (60%-40% if determined more appropriate). The bidder shall obtain minimum technical score of 70% to be considered as having passed the technical evaluation.</p> <p>In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened and be returned to the Bidder unopened.</p> <p>Cost under this method of analysis is rendered as an award criterion, which should not be less than 30% of all the desirable factors of the RFP. The weight of financial proposals should take into account the</p>

complexity of the assignment and its relative proportion to quality. The designated weightings of both the technical and financial proposals should be specified in the RFP at the time of solicitation.

Example:

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 the total 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 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.

In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion.

A suggested formula is as follows:

$$p = y (\mu/z)$$

Where:

- p = points for the financial proposal being evaluated
- y = maximum number of points for the financial proposal
- μ = price of the lowest priced proposal
- z = price of the proposal being evaluated

The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money and should be selected for the award.

Lowest-priced among technically compliant offer:

In this approach the technical offer is evaluated based on 1000 points score system, in which the technical score shall again be 70% (or lower if determined more appropriate for example 60%). The bidders shall obtain at least 70% of the technical score.

The financial proposal of only those offers obtaining the minimum 70% score during technical evaluation should be opened. The remaining financial proposals of offerors whose technical proposals are deemed unqualified and non-responsive shall be remain unopened. The contract will be award to the company meeting the minimum 70% score in the technical evaluation and offering the lowest price.

For Requests for Offer and Invitation to Bid

ITBs and Requests for Offer are reviewed based on a non-discretionary "pass/fail" method only. Only bids offering goods, civil works or services with the characteristics meeting or exceeding those defined in the ITB (i.e., rated "pass") shall be considered acceptable and responsive or compliant.

The lowest-priced offer among the technically compliant/responsive (pass/fail) offers must be selected (in case of Request for offers or Invitation to bid).

26. Clarification of Proposal/Bid/Offer

27. Responsiveness of Proposal

To assist in the examination, evaluation and comparison of Proposal/Bid/Offer, the IWRM-K may, at its discretion, ask any Bidder for a clarification of its Proposal/Bid/Offer.

The IWRM-K's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal/Bid/Offer shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by IWRM-K in the evaluation of the Proposals, in accordance with tender.

Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by the IWRM-K, shall not be considered during the review and evaluation of the Proposals.

The IWRM-K's determination of a Proposal's responsiveness will be based on the contents of the Proposal/Bid/Offer itself. A substantially responsive Proposal/Bid/Offer is one that conforms to all the terms, conditions, ToR and other requirements of the tender without material deviation, reservation, or omission.

If a Proposal/Bid/Offer is not substantially responsive, it shall be rejected by the IWRM-K and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

28. Nonconformities, Reparable Errors and Omissions	<p>Provided that a Proposal/Bid/Offer is substantially responsive, the IWRM-K may waive any non-conformities or omissions in the Proposal that, in the opinion of IWRM-K, do not constitute a material deviation.</p> <p>The IWRM-K may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>For Financial Proposal that has been opened, the IWRM-K shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the IWRM-K there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the Bidder does not accept the correction of errors made by the IWRM-K, its Proposal shall be rejected.</p>
AWARD OF CONTRACT	
29. Award Criteria	Prior to expiration of the proposal validity, the IWRM-K shall award the contract to the qualified Bidder based on the award criteria indicated in the tender.
30. Right to Vary Requirements at the Time of Award	At the time of award of Contract, IWRM-K reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
31. Contract Signature	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IWRM-K. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and at which event, the IWRM-K may award the Contract to the Second Ranked Bidder or call for new Proposals.
32. Performance Security	Performance security, if required in the tender, shall be provided in the amount specified in tender within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by the IWRM-K shall be a condition for rendering the contract effective.
33. Bank Guarantee for Advanced Payment	Except when the interests of the IWRM-K are so required, it is the IWRM-K's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per tender, and exceeds 20% of the total contract price, or 20,000 EUR, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form supplied by the IWRM-K.
34. Liquidated Damages	If specified in tender, the IWRM-K shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract from any of the possible means such as a) final payment, b) performance security furnished by the contractor, or any other means available.
35. Payment Provisions	Payment will be made only upon the IWRM-K's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work. Payment will be effected by bank transfer in the currency of contract.