

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

**Phase 1
May 2020 – April 2024**

**Construction of manure storage facilities
in selected animal farms in Kosovo**

Invitation to Bid (ITB-2023/001)

August 2023

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1. INVITATION FORM

Integrated Water Resources Management in Kosovo (IWRM-K) Program	DATE: 03 August 2023
	REFERENCE: Construction of manure storage facilities in selected animal farms 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 Bid² in EUR (VAT excluded) for **ITB-2023/001 for Procurement of construction works for 35 manure storage facilities.**

The Bid must be submitted in a sealed envelope on or before 16.30 CET on 18 August 2023, to the address below:

Skat Consulting Kosovo, IWRM-K Program
ITB-2023/001 for Construction of manure storage facilities in selected animal farms in Kosovo
136 Pashko Vasa street
Floor I. No.5, Pejton, Pristina, Kosovo
DO NOT OPEN BEFORE 18 AUGUST 2023

Alternatively, the Bids can be submitted electronically to the following dedicated email:
tender@skat.ch

Please use the following e-mail subject: ITB-2023/001 Construction of manure storage facilities

**The Technical and the Financial Bid MUST be submitted in one PDF document.
The Bid shall be DIGITALLY signed or signed and scanned in the .pdf format. The same submission time as for hard copy offers applies.**

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

Companies failing to meet these requirements will be disqualified. Your Bid must be valid for a minimum period of 120 days.

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

When preparing the Bid, interested bidders need to be mindful of the Instruction to Bidders document presented in Appendix A.

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

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

Bids shall be reviewed and evaluated based on their completeness and responsiveness toward the requirements of the ITB and all other annexes providing details on this procurement.

Any discrepancy between the unit price and the total price shall be re-computed by the IWRM-K Program, and the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the final price based on the IWRM-K's re-computation and correction of errors, its Bid 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 Bid. At the time of Award of Contract or Purchase Order, the IWRM-K reserves the right to vary (increase or decrease) the quantity of works, without changes in the unit price or other terms and conditions³.

Any contract that will be issued as a result of this ITB shall be subject to the Terms and Conditions indicated herein. The mere act of submission of a Bid implies that the Bidder 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 Bid, nor award a contract, nor be responsible for any costs associated with a Bidder preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

The IWRM-K encourages every prospective Bidders to prevent and avoid conflicts of interest, by disclosing 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 ITB.

Thank you and we look forward to receiving your Bid.

³ The variation of quantities will depend on the amount of the selected bid and the available budget of the IWRM-K Program. This may result in an up to 25% increase or decrease of amount of works, i.e., number of manure storage facilities to be constructed.

2. DESCRIPTION OF REQUIREMENTS

1	Brief Description of the Required Works	Construction of manure storage facilities in selected animal farms in Kosovo
2	Deadline for the Submission of Bid	18 August 2023, 16.30 local time (CEST)
4	Location of work	Multiple locations (see Appendix E for distribution of locations by types of manure storage facilities)
5	Expected duration of contract (delivery period)	4 months upon signing of contract
6	Target start date	1 September 2023
7	Estimated completion date	31 December 2023
8	Language of the Bid	English
9	Pre-bidding conference	Not Applicable
10	Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required, to be included in the Bid <input type="checkbox"/> Not Required
11	Names and CVs of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required, use CV template <input type="checkbox"/> Not Required
12	Currency of Bid	<input type="checkbox"/> Other currency (if required) <input checked="" type="checkbox"/> Euro
13	Value Added Tax on Price Offer⁴	<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
14	Bid Security	Will not be applied
15	Liquidated Damages	Will apply to the unliquidated value of the contract in the following manner: deduction of 2.5% of the contract value for each week of delay until actual delivery, up to a maximum deduction of 10% of the total contract amount (as per the work-plan submitted by the company). Max. possible delay: 4 weeks Next course of action: Termination of contract
16	Performance Security	Required. To be provided by the bidder's bank in the value of 10% of the bid, to be provided within a maximum of 15 days upon notification for contracting intention by the IWRM-K (draft template provided in Annex 8) ⁵ .
17	Financial Standing	Required. Minimum average annual turnover of at least two times of the bidder's financial offer, for the last two years of operation (2021, 2022).
18	Validity Period of Bids (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

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 Other forms based on bank's template will be accepted.

		In exceptional circumstances, the IWRM-K may request the Bidder to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bid shall then confirm the extension in writing, without any modification whatsoever on the Bid.
19	Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
19	Joint Venture, Consortium or Association	<input checked="" type="checkbox"/> Not permitted
20	Payment Terms⁶	Quantity-based monthly payments following certification by an external Supervising Engineer ⁷
21	Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Construction works
22	Evaluation Method/Criteria	<input checked="" type="checkbox"/> Lowest priced technically responsive, eligible and qualified bid. <input checked="" type="checkbox"/> Full acceptance of the IWRM-K's Contract Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services/goods/works required. Non-acceptance of the GTC may be grounds for the rejection of the Bid. <input type="checkbox"/> Other:
23	IWRM-K will award the contract to:	<input checked="" type="checkbox"/> One and only one Supplier
24	Contract General Terms and Conditions⁸	Terms and Conditions for contracts
25	Annexes to this ITB	<input checked="" type="checkbox"/> Annex 1: Term of Reference/Schedule of Requirements <input checked="" type="checkbox"/> Annex 2: Bidder Information <input checked="" type="checkbox"/> Annex 3: Bidder submission form <input checked="" type="checkbox"/> Annex 4: Qualification Form <input checked="" type="checkbox"/> Annex 5: Financial Bid <input checked="" type="checkbox"/> Annex 6: Evaluation Criteria <input checked="" type="checkbox"/> Annex 7: Format of Technical Bid <input checked="" type="checkbox"/> Annex 8: Performance Security Template
26	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.
27	Deadline for Submission of requests for clarification	3 working days before the deadline

⁶ The IWRM-K's preference is not to pay any amount in advance upon signing of contract. If the Contractor strictly requires payment in advance, it will be limited up to max. 10% of the total price quoted. For any higher percentage, or any amount advanced exceeding EUR 30,000, the IWRM-K shall require the Bidder to submit a bank guarantee or bank cheque payable to the IWRM-K, in the same amount as the payment advanced by the IWRM-K to the Bidder.

⁷ To be hired by the IWRM-K via a separate contract.

⁸ Bidders are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

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.

28	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	By e-mail to the requesting bidder and also posted on the Skat Consulting Ltd., St. Gallen, Switzerland website (https://skat.ch/jobs/)
29	Conditions for Release of Payment	<input checked="" type="checkbox"/> Issuance of certificate for substantial completion of works by external Supervising Engineer <input type="checkbox"/> Others:
31	Documents to be submitted:	<input checked="" type="checkbox"/> Annex 2: Bidder Information Form <input checked="" type="checkbox"/> Annex 3: Bidder Submission Form <input checked="" type="checkbox"/> Annex 4: Qualification Form <input checked="" type="checkbox"/> Annex 5: Financial Bid <input checked="" type="checkbox"/> Annex 7: Format of Technical Bid <input checked="" type="checkbox"/> Company profile <input checked="" type="checkbox"/> Copy of the registration from relevant Registry in the country of origin defining the constitution or legal status, place of registration, and principal place of business (no translation required). <input checked="" type="checkbox"/> Confirmation (not older than six months) that the company has fulfilled all their past and current obligations concerning the payment of taxes, contributions and other public fees, issued by the Public Revenue Office. <input checked="" type="checkbox"/> Quality Certificate ISO 14001, ISO 9001, BH OHSAS 18001 and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any (this is not an eliminatory requirement) <input checked="" type="checkbox"/> Company's Balance Sheet and Income statement showing minimum average annual turnover of at least two times of the bidder's financial offer, for at least two of the last three years of operation (2021, 2022). <input checked="" type="checkbox"/> CVs of the proposed personnel, presenting their qualifications, relevant experience, and copies of the relevant licenses and certificates. <ul style="list-style-type: none"> • For international companies: If selected for an award of contract, international companies shall obtain a permit/consent for execution of construction works in the country by the relevant national authorities
32	Other:	At the time of award of Contract or Purchase Order, the IWRM-K reserves the right to vary (increase or decrease) the quantity works, 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. If there is any restriction associated with quantity, the Bidder must clearly state such restrictions and any price variation in their Quotation.

Annex 1: Terms of References / Schedule of Requirements

The Contractor's main responsibility will be the construction of manure storage facilities in selected animal farms in Kosovo as per previously prepared technical design documentation. The initially foreseen number of manure storage facilities/units (35) may be varied based on financial offer and the IWRM-K's available budget either at prior to signing of contract or during the contract implementation.

The facilities are envisaged to be completed with 4 months from the date of award of the contract.

There are 3 types of facilities to be constructed under this ITB in relation to the size of the animal farms for which they are foreseen, namely:

- Type 1 for farms of up to 15 cows
- Type 2 for farms of 16-25 cows
- Type 3 for farms of 26 - 30 cows.

The technical details about each type of manure storage facility are provided in the attached Appendices, namely:

- Appendix B: Technical drawings
- Appendix C: Bills of Quantities (per type of facility) (in Excel)
- Appendix D: Reinforcement plan (per type of facility)
- Appendix E: Locations of facilities (per type of facility)

All technical specifications for the construction works necessary for the formulation of bids and organization of construction works are provided in the attached Appendices. Should potential bidders require any further clarification they need to ask them in line with the above provided instructions.

Annex 2: Bidder Information

The legal name of Bidder	
Legal address	
Year of registration	
Bidder's Authorized Representative Information	
Country/ies of operation	
No. of full-time employees	
Quality Assurance Certification¹⁰ (e.g. ISO 9000 or Equivalent) (If yes, provide a copy of the valid Certificate):	
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a copy of the valid Certificate):	
Person the IWRM-K may con- tact for requests for clarification during the Bid evaluation	

Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the ITB. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Client (other than the Point of Contact) to lobby or solicit information in relation to the ITB ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the ITB process the bidder will report it immediately to the Procuring Organisation's Point of Contact.

¹⁰ The possession of such certification is not a mandatory requirement. However, it may result in acquiring slightly higher score on the Bidder's qualifications, capacity and experience assessment

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We 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.
<input type="checkbox"/>	<input type="checkbox"/>	Bid Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Bid Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Bid you receive, and we certify that the goods offered in our Offer are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

Annex 3: Bidder Submission Form

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

We, the undersigned, Bid to provide the works for construction of manure storage facilities in selected animal farms in Kosovo in accordance with your ITB-2023/001 and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal and our Financial Quotation.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any subcontractors or suppliers for any part of the contract:

1. Have no conflict of interest in accordance with Instruction to Bidders Clause 4;
2. Have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
3. Undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the IWRM-K.

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Annex 4: Qualification Form

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

Documents to be submitted along with Annex 4:

Previous Relevant Experience

Please list only previous similar assignments successfully completed .

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

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

Expertise

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

No.	Position	Relevant projects ¹¹	Education	Total relevant experience (years)	Remarks
1.	Project Manager	1. 2. 3.			To be the contact person on all contract/administrative issues
2.	Site Engineer	1. 2. 3.			To be regularly present at the construction sites and in communications with the Supervising Engineer

¹¹ Please be guided by the requirements in Annex 6 to determine relevance of projects.

Financial Standing

Annual Turnover for the last 2 years	Year 2022	EUR
	Year 2021	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: Financial Bid

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

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders by using the BoQ in Excel (Appendix C). Besides this form, the bidder will provide signed and stamped versions of the priced BoQs (in pdf format in case of electronic bidding).

Description	Quantity	Unit Price	Total EUR
Works for Type 1 facilities	18		
Works for Type 2 facilities	12		
Works for Type 3 facilities	5		

Name of Bidder: _____
 Authorised signature: _____
 Name of authorised signatory: _____
 Functional Title: _____

Compliance with Requirements

	You Responses	
	Yes, we will comply	No, we cannot comply
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>
Validity of Offer	<input type="checkbox"/>	<input type="checkbox"/>
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>

I, the undersigned, certify that I am duly authorized to sign this offer and bind the company below in event that the offer is accepted.

<p><i>Exact name and address of company</i></p> <p>Company Name Click or tap here to enter text.</p> <p>Address: Click or tap here to enter text.</p> <p>here to enter text. Click or tap</p> <p>Phone No.: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>	<p>Authorized Signature: _____</p> <p>_____</p> <p>Date: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text.</p> <p>Functional Title of Authorised</p> <p>Signatory: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>
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Annex 6: Evaluation Criteria

Eligibility Criteria

Subject	Criteria
ELIGIBILITY	
Legal Status	Vendor is a legally registered entity.
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.
Certificates and Licenses	<ul style="list-style-type: none"> - Any permit/license or registration that will allow the bidder to carry out construction works in the country as per the local legislation (if any required). - Quality Certificate ISO 14001, ISO 9001, BH OHSAS 18001 and/or other similar certificates, accreditations, awards and citations received by the Bidder; (if any) <p><u>Instructions for international companies:</u> If selected for an award of contract, international companies shall obtain a permit/consent for execution of construction works in the country by the relevant national authorities</p>
Taxes and other obligations	Confirmation (not older than six months) that the company has fulfilled all their past and current obligations concerning the payment of taxes, contributions and other public fees, issued by the relevant national authorities
Equipment	List of equipment available (owned, leased or rented) necessary/planned for the implementation of the works.
QUALIFICATION	
Previous Experience	<p>For the company:</p> <ul style="list-style-type: none"> - Minimum 5 years of experience in (re)construction of various types of structures (residential and/or commercial/administrative buildings, hydraulic and/or geotechnical structures) - Minimum 5 (five) completed project of comparable nature and complexity such as various types of structures (residential and/or commercial/administrative buildings, hydraulic and/or geotechnical structures). The relevant projects shall be of comparable nature and degree of complexity and will have an individual value of at 80% of the value of the bid. <p>The list of relevant projects shall include their value, year of execution and contacts of clients (e-mail addresses) for reference checking purposes. If available, relevant available references shall also be submitted.</p> <p>For the experts/engineers (both for Project Manager and Site Engineer)</p> <ul style="list-style-type: none"> - Minimum university degree in civil engineering or architecture - Minimum 8 years of relevant experience as project managers, site engineers or supervising engineers in construction projects - Minimum 3 relevant projects in capacity of project manager, site engineer or supervising engineer various types of structures (residential and/or commercial/administrative buildings, hydraulic and/or geotechnical structures)
Financial Standing	Minimum average annual turnover of at least two times of the bidder's financial offer, for at least two of the last three years of operation (2021, 2022).
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications /BoQ identified in the bid document.
Financial Evaluation	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in BoQ.</p> <p>Price comparison shall be based on the comparison with price estimates and comparison with other bids.</p>

Annex 7: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. 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 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required works, 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 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

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 works

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]						
Position for this assignment	[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, title of position held and location of employment. For experience in 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] <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">No.</th> <th style="width: 40%;">Position</th> <th style="width: 50%;">Comparable nature and degree of complexity projects</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td></td> <td>1. 2. 3.</td> </tr> </tbody> </table>	No.	Position	Comparable nature and degree of complexity projects	1.		1. 2. 3.
No.	Position	Comparable nature and degree of complexity projects					
1.		1. 2. 3.					
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 8: Performance Security Template

**This must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: IWRM-K
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#). dated [Click here to enter a date](#) , to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid 12 months to cover liability period from the date of issue by IWRM-K of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Annex 9: Terms and Conditions for Contracts

1. LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the IWRM-K. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the IWRM-K. For the purposes of this agreement, the Contractor is defined as a business that agrees to conduct work for the IWRM-K as specified under the terms of a contract. The term "Contract" includes the general terms and conditions set forth in the body of this document (the "Terms and Conditions for Contracts Terms").

2. SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from anyone else but the IWRM-K in connection to its services under this contract. The Contractor shall refrain from any action that may adversely affect the IWRM-K and shall fulfil its commitments with the fullest regard to the interests of the IWRM-K.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims, or obligations under this Contract except with the prior written consent of the IWRM-K.

5. SUB-CONTRACTING:

In the event, the Contractor requires the services of sub-contractors in the course of the implementation of the assignment (unless specified in the Proposal/Offer/Bid), the Contractor shall obtain the prior written approval and clearance of the IWRM-K for all sub-contractors. The approval of the IWRM-K of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of the IWRM-K has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless, at its own expense, the IWRM-K, its officials, agents, servants, and employees from and against all third-party claims, suits, obligations, causes of action, demands, and all losses, damages, judgments, the liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Con-

tract. 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 the IWRM-K shall rest with IWRM-K and any such equipment shall be returned to the IWRM-K at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the 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 the IWRM-K for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS, AND OTHER PROPRIETARY RIGHTS:

Except as is otherwise expressly provided in writing in the Contract, the IWRM-K shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the IWRM-K under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the contract and the Contractor acknowledges and agrees that such products, documents, and other materials constitute works made for hire for the IWRM-K.

To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the IWRM-K does not and shall not claim any ownership interest thereto, and the Contractor grants to the IWRM-K a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

All maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the IWRM-K, shall be made available for use or inspection by the IWRM-K at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to IWRM-K authorized officials on completion of work under the Contract.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF IWRM-K

The Contractor shall not in any manner whatsoever use the name, emblem, or official seal of the IWRM-K in connection with its business or otherwise unless expressly allowed in writing by authorized IWRM-K officials.

13. CONFIDENTIALITY:

Information and data that is considered proprietary by either Party and that are delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

The recipient ("Recipient") of such information shall:

- a) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- b) use the Discloser's Information solely for the purpose for which it was disclosed.

Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract, the Recipient may disclose Information to:

- a) any other party with the Discloser's prior written consent; and,
- b) the Recipient's employees, officials, representatives, and agents who have a need to know such information for purposes of performing obligations under the Contract, and employees, officials, representatives, and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such information for purposes of performing obligations under the Contract.

The Contractor may disclose Information to the extent required by law, provided that the Contractor will give the IWRM-K sufficient prior notice of a request for the disclosure of information in order to allow the IWRM-K to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

The IWRM-K may disclose Information to the extent as required by national law in Kosovo.

These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the IWRM-K, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the IWRM-K of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under

this Article, the IWRM-K shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the IWRM-K shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party.

IWRM-K reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case the IWRM-K shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination by the IWRM-K no payment shall be due from the IWRM-K to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the IWRM-K may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the IWRM-K of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of this Contract or the breach, termination, or invalidity thereof. This Contract shall be construed and interpreted and the legal relations created hereby shall be determined in accordance with the laws of the Republic of Kosovo. The parties' consent to the exclusive jurisdiction of, and agree that venue lies solely with, the state courts located in the Republic of Kosovo.

17. TAX EXEMPTION

IWRM-K is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the IWRM-K's exemption from such taxes, duties, or charges, the Contractor shall immediately consult with the IWRM-K to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes the IWRM-K to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with the IWRM-K before the payment thereof and the IWRM-K has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the IWRM-K with written evidence that payment of such taxes, duties, or charges has been made and appropriately authorized.

18. OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

19. AUTHORITY TO MODIFY:

Only the IWRM-K Authorized Official possesses the authority to agree on behalf of the IWRM-K to any modification of or change in this Contract, to a waiver of any of its provisions, or any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the IWRM-K unless provided by an amendment to this Contract signed by the Contractor and jointly by the IWRM-K.