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

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

Phase 2  
May 2024 – April 2029

# Enhancing the River Basin Management Planning Framework for Kosovo

## Request for Proposals

2024-001

August 2024

*The IWRM-K is a Swiss Agency for Development and Cooperation (SDC) and Government of Kosovo Program, implemented by Skat Consulting Ltd. (Switzerland) in consortium with the Environment Agency Austria (EAA)*

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## Acronyms/Abbreviations

ADCP	Acoustic Doppler Current Profiler
ASHI	Kosovo Agency for Information
CSO	Civil Society Organization
CGS	Competitive Grants Scheme
EAA	Environment Agency Austria
EEA	European Environment Agency
EIONET	European Environment Information and Observation Network
EU	European Union
EU WFD	European Union Water Framework Directive
GIS	Geographic Information System
GoK	Government of Kosovo
HEC-HMS	Hydrologic Engineering Center - Hydrologic Modeling System
GWB	Groundwater Bodies
HMWB	Heavily Modified Water Bodies
IWRM	Integrated Water Resource Management
IWRM-K	Integrated Water Resource Management in Kosovo
KEPA	Kosovo Environmental Protection Agency
KHMI	Kosovo Hydro-Meteorological Institute
MESPI	Ministry of Environment, Spatial Planning, and Infrastructure
MSPM	Multi-Stakeholder Participation Mechanism
NGOs	Non-Governmental Organization
PFU	Program Facilitation Unit
PoM	Programme of Measures
PSP	Policies, Strategies, Plans (also seen as Policy, Strategy, and Plan)
RBDA	River Basin District Authority
RBMP	River Basin Management Plan
SDC	Swiss Agency for Development and Cooperation
SWAT	Soil and Water Assessment Tool
SWMI	Significant Water Management Issues
WEAP	Water Evaluation and Planning System
SEA	Strategic Environment Assessment
SWB	Surface Water Bodies
WIS	Water Information System
WISE5	Water Information System for Europe, version 5

## INVITATION FORM

<b>Integrated Water Resources Management in Kosovo (IWRM- K) Program</b>	<b>DATE: August 22, 2024</b>
	<b>REFERENCE: Enhancing the River Basin Management Planning Framework for Kosovo</b>

Dear Sir / Madam:

The “Integrated Water Resources Management in Kosovo” Program<sup>1</sup> (hereinafter the Program or IWRM-K) kindly invites you to submit your Proposal<sup>2</sup> in EUR (VAT excluded) for RFP 2024-001 Enhancing the River Basin Management Planning Framework for Kosovo. The proposal must be submitted electronically by 16.30 CEST on **14 October 2024**, to the following dedicated email: [tender@skat.ch](mailto:tender@skat.ch).

**Please use the following e-mail subject: RFP 2024-001 Enhancing River Basin  
Management Planning Framework for Kosovo**

**The technical offer must be submitted in one PDF document. The financial offer  
must be submitted in one file as well and encrypted with a password. The financial  
offer shall be DIGITALLY signed or signed and scanned in the .pdf format.**

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

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

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

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

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

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

<sup>1</sup> The Program is funded by the Swiss Agency for Development and Cooperation 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.

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

## DESCRIPTION OF REQUIREMENTS

1	<b>Brief Description of the Required Services</b>	<p>The objectives of the assignment are to provide expertise and capacity development support to responsible institutions in order to (a) revise Kosovo’s four RBMPs in line with the fourth EU WFD cycle, along with developing detailed basin-scale and national-level action plans for implementing the respective Programmes of Measures (PoMs), (b) assist in harmonizing selected policies, strategies and plans (PSP) with IWRM/RBMPs objectives, and (c) assist in aligning municipal-level planning methodologies with IWRM/RBMPs objectives.</p> <p>This work will build on and enhance the relevant achievements of Phase 1 of the Program, and integrate the results of supplementary inputs (e.g., thematic studies, newly generated water monitoring results) generated throughout Phase 2 implementation.</p>																																					
2	<b>List and Description of Expected Outputs to be Delivered</b>	<table border="1"> <thead> <tr> <th>No.</th> <th>Deliverable</th> <th>Tentative timeline</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;"><b>Task 1. Deliverables</b></td> </tr> <tr> <td>1</td> <td>Inception report based on Contractor’s initial methodology and the analysis of existing documents/resources and gap assessment of the RBMPs</td> <td>15 Jan 2025</td> </tr> <tr> <td>2</td> <td>Concept papers for the required thematic studies to be implemented in parallel with the RBMPs update process</td> <td>As required</td> </tr> <tr> <td>3</td> <td>Final deliverables/reports, supporting datasets, GIS and other resources related to the four steps of RBMP preparation (roadmap, SWMI, draft and final RBMPs, as well as action plans)</td> <td>21 Dec 2027</td> </tr> <tr> <td>4</td> <td>Water monitoring programme designs in line with the established practice (in English and Albanian)</td> <td>30 Apr 2027</td> </tr> <tr> <td>5</td> <td>Revised/updated current RBMPs methodologies for future use by the institutions</td> <td>31 Jan 2028</td> </tr> <tr> <td>6</td> <td>Updated SWAT model and corresponding analytical reports containing recommendations for implementation of priority measures At least 2 SWAT re-running</td> <td>01 Jan 2028</td> </tr> <tr> <td colspan="3" style="text-align: center;"><b>Task 2. Deliverables</b></td> </tr> <tr> <td>1</td> <td>TOR for the stakeholder platform</td> <td>15 April 2025</td> </tr> <tr> <td>2</td> <td>Detailed analytical/advisory reports for harmonization of the selected PSPs</td> <td rowspan="3">As required &amp; earliest possible</td> </tr> <tr> <td>3</td> <td>Written reports/advisory notes on the alignment of the individual selected PSPs with the IWRM/RBMPs objectives</td> </tr> <tr> <td>4</td> <td>Written reports/advisory notes on the alignment of the selected municipal planning methodologies with the IWRM/RBMPs objectives</td> </tr> </tbody> </table> <p>A detailed list of required deliverables and the timelines is provided in the Annex 1 (ToR)</p>	No.	Deliverable	Tentative timeline	<b>Task 1. Deliverables</b>			1	Inception report based on Contractor’s initial methodology and the analysis of existing documents/resources and gap assessment of the RBMPs	15 Jan 2025	2	Concept papers for the required thematic studies to be implemented in parallel with the RBMPs update process	As required	3	Final deliverables/reports, supporting datasets, GIS and other resources related to the four steps of RBMP preparation (roadmap, SWMI, draft and final RBMPs, as well as action plans)	21 Dec 2027	4	Water monitoring programme designs in line with the established practice (in English and Albanian)	30 Apr 2027	5	Revised/updated current RBMPs methodologies for future use by the institutions	31 Jan 2028	6	Updated SWAT model and corresponding analytical reports containing recommendations for implementation of priority measures At least 2 SWAT re-running	01 Jan 2028	<b>Task 2. Deliverables</b>			1	TOR for the stakeholder platform	15 April 2025	2	Detailed analytical/advisory reports for harmonization of the selected PSPs	As required & earliest possible	3	Written reports/advisory notes on the alignment of the individual selected PSPs with the IWRM/RBMPs objectives	4	Written reports/advisory notes on the alignment of the selected municipal planning methodologies with the IWRM/RBMPs objectives
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3	<b>Frequency of Reporting and Progress Reporting Requirements</b>	As proposed in the company’s methodology and agreed with the IWRM-K prior to contract signing																																					

4	<b>Location of work</b>	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's location and in Pristina, Kosovo (at the premises of the Ministry of Environment, Spatial Planning and Infrastructure, and the IWRM-K office)
5	<b>Expected duration of work</b>	40 months from the signing of the contract
6	<b>Target start date</b>	November 2024
7	<b>Estimated completion date</b>	February 2028
8	<b>Language of the Proposal</b>	English
9	<b>Pre-proposal conference</b>	Not Applicable
10	<b>Travels Expected</b>	Representatives of the expert team are expected to travel to Kosovo as needed. All travel related costs need to be included in company's offer.
11	<b>Implementation Schedule indicating breakdown and timing of activities/sub-activities</b>	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required  [A detailed breakdown/timeline of activities needs to be included as part of the company's methodology reflecting the main requirements from the Terms of Reference]
12	<b>Names and curriculum vitae of individuals who will be involved in completing the services</b>	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
13	<b>Currency of Proposal</b>	<input type="checkbox"/> Other currency (if required) <input checked="" type="checkbox"/> Euro
14	<b>Value Added Tax on Price Proposal<sup>4</sup></b>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
15	<b>Bid Security</b>	Will not be applied
16	<b>Liquidated Damages</b>	Will be applied at the rate of 3.33 % of the price of the contract per month of delay, for up to 10% or 3 months, upon which the Contract will be considered for termination.
17	<b>Performance Security</b>	Required, and to be submitted by the Contractor within a maximum of 15 days upon notification of selection. The amount, in EUR, shall be 10% of the contract value. The receipt of the performance security by IWRM-K shall be a condition for the contract to become effective.
18	<b>Financial Standing</b>	Required. The minimum annual turnover must be at least half of the financial offer amount for each of the last two years (2022 and 2023).
19	<b>Validity Period of Proposals (Counting for the last day of submission of quotes)</b>	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days  In exceptional circumstances, 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	<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted

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

		<b>Instalment</b>	<b>Deliverable</b>	<b>Tentative timeline</b>
<b>21</b>	<b>Payment Terms<sup>5</sup></b>	10%	<ul style="list-style-type: none"> <li>Inception report</li> <li>Timeline, work programme, roadmap</li> </ul>	Jan 2025
		20%	<ul style="list-style-type: none"> <li>SWMI report</li> <li>Other deliverables as per TOR</li> <li>2 written reports/advisory notes for harmonization of municipal planning methodologies</li> </ul>	December 2025
		30%	<ul style="list-style-type: none"> <li>Draft RBMPs and action plans</li> <li>4 written reports/advisory notes for harmonization of PSPs</li> </ul>	December 2026
		40%	<ul style="list-style-type: none"> <li>Final RBMPs</li> <li>Completion and acceptance of all remaining deliverables</li> </ul>	February 2028
<b>22</b>	<b>Type of Contract to be Signed</b>	<input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Other Type of Contract [pls. specify]		
<b>23</b>	<b>Evaluation Method for the Award of Contract</b>	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively <input checked="" type="checkbox"/> Full acceptance of the IWRM-K's 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.		
<b>24</b>	<b>Criteria for the Assessment of Proposal</b>	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> The expertise of the Firm 200 <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 250 <input checked="" type="checkbox"/> Qualification of Key Personnel 250  <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.		
<b>25</b>	<b>IWRM-K will award the contract to:</b>	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:		
<b>26</b>	<b>Contract General Terms and Conditions<sup>6</sup></b>	Terms and Conditions for contracts (goods and/or services)		

<sup>5</sup> IWRM-K's preference is not to pay any amount in advance upon signing of contract. However, this RFP allows for 5% advance payment right upon signing of contract. Should the amount advanced exceeds \$30,000, IWRM-K shall require the Service Provider to submit a bank guarantee or bank cheque payable to IWRM-K, in the same amount as the payment advanced by the IWRM-K to the Service Provider.

<sup>6</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.



27	<b>Annexes to this RFP<sup>7</sup></b>	<input checked="" type="checkbox"/> Annex 1: Terms of Reference <input checked="" type="checkbox"/> Annex 2: Bidder Submission Form <input checked="" type="checkbox"/> Annex 3: Bidder Information Form <input checked="" type="checkbox"/> Annex 4: Qualification Form <input checked="" type="checkbox"/> Annex 5: Format of Technical Proposal <input checked="" type="checkbox"/> Annex 6: Financial Proposal Submission Form <input checked="" type="checkbox"/> Annex 7: Joint Venture/Consortium/Association Information Form <input checked="" type="checkbox"/> Annex 8: Evaluation Criteria <input checked="" type="checkbox"/> Annex 9: Terms and Conditions
28	<b>Contact for Inquiries (Written inquiries sent by email only)<sup>8</sup></b>	<p><b>Email to: <a href="mailto:skatconsultingkosovo@skat.ch">skatconsultingkosovo@skat.ch</a></b></p> <p>Any delay in the IWRM-K's response shall be not used as a reason for extending the deadline for submission unless the IWRM-K determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
29	<b>Deadline for Submission of requests for clarification</b>	7 working days before the deadline
30	<b>Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries</b>	By e-mail to the requesting bidder and also posted on the Skat Consulting Ltd., St. Gallen website ( <a href="https://skat.ch/jobs/">https://skat.ch/jobs/</a> )
31	<b>Documents to be submitted:</b>	<input checked="" type="checkbox"/> Annex 2: Bidder Submission Form <input checked="" type="checkbox"/> Annex 3: Bidder Information Form <input checked="" type="checkbox"/> Copy of the registration from relevant Registry in the country of origin defining the constitution or legal status, place of registration, and principal place of business, business activities (no translation required) <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any <input checked="" type="checkbox"/> Annex 4: Qualification Form including proof of minimum required annual turnover <input checked="" type="checkbox"/> Annex 5: Format of Technical Proposal including CVs of proposed experts for the assignment, as per the qualification requirements in the TORs (format and full CV) <input checked="" type="checkbox"/> CVs of proposed non-key experts for the additional expertise areas as listed in the TORs <input checked="" type="checkbox"/> Annex 6: Financial Proposal Submission Form <input checked="" type="checkbox"/> Annex 7: Joint Venture/Consortium/Association Information Form- <b>[JOINT VENTURE/CONSORTIUM IS ALLOWED IN THIS</b>

<sup>7</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>8</sup> This contact person and address is officially designated by IWRM-K. If inquiries are sent to other person/s or address/es, even if they are IWRM-K staff, IWRM-K shall have no obligation to respond nor can IWRM-K confirm that the query was received.

		<p><b>PROCUREMENT CASE</b><sup>9</sup>. In such case, the participants in the JV/Consortium/Association can share in any proportion their references to meet/exceed the minimum qualification requirements on the bidder (as stated in the TORs and the Evaluation Table). The requirements regarding the minimum annual turnover and the minimum years of experience of the bidder needs to be met <b>at least by the Lead Partner</b> in the JV/Consortium/Association.</p>
32	Other:	<p>Maximum budget for this assignment is <b>650,000 EUR</b>. The IWRM-K holds the right to eliminate offers exceeding the maximum available budget for this contract.</p>

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

## Annex 1: Terms of Reference

### Terms of Reference

## Enhancing the River Basin Management Planning Framework for Kosovo

<b>Program Title:</b>	Integrated Water Resources Management in Kosovo (IWRM-K)
<b>Contract:</b>	Enhancing the River Basin Management Planning Framework for Kosovo
<b>Duty Station:</b>	Home-based (with regular presence in Kosovo)
<b>Duration:</b>	40 months (November 2024 – February 2028)

### 1. Background

#### 1.1. About the IWRM-K Programme – Phase 2

Following the successful completion of its Phase 1 (2020-2024) and building upon the multitude of results and lessons learned, the ongoing Phase 2 (2024-2029) of the Integrated Water Resources Management in Kosovo (IWRM-K) Program is designed to take the water sustainability agenda to the next level seeking to transform Kosovo into a model for resilience and sustainability in managing water resources.

Over the coming five years, this Program will help address some of the root causes of Kosovo's severe challenges in relation to water. By building capacities to tackle these challenges, it will help ensure sufficient water for Kosovo's people, economy, and ecosystems.

The Program's Phase 2 implements carefully designed and strategized interventions that will help gradually build the country's capacity to adopt IWRM as a viable response to the current and future challenges, by investing in:

- **Outcome 1 – Plans and Measures:**

- Aligning of Kosovo's water policy, strategic, and planning framework with IWRM principles and EU-based standards and approaches as articulated in the four existing River Basin Management Plans (RBMPs) for Ibër, Drini i Bardhë, Morava e Binçes, and Lepenci.
- Facilitating the implementation of the RBMPs through supporting a series of targeted measures to address sources of pollution from industry, agriculture, settlements, as well as through promoting Nature-based Solutions.
- Updating Kosovo's four RBMPs while aligning them with the fourth cycle of the EU Water Framework Directive (2028 – 2033).

- **Outcome 2 – Legislation, Institutions, and Knowledge:**

- Upgrading the water legislation and supporting institutional and organizational capacity development for water resource management among partner institutions at national and local/municipal levels.
- Facilitating budgetary increases to support IWRM through improved water financing models.
- Continue introducing top water science courses in national universities and creating on-the-job training opportunities for young professionals, experts, and researchers.
- Upgrading the current water monitoring and water information systems.

- **Outcome 3 - Stakeholder Involvement & Awareness:**

- Further developing the newly introduced stakeholder participation mechanisms to ensure democratization of water resource management.
- Empowering stakeholders and CSOs to partner with the Government on water resources management through targeted training and grants.
- Conducting communication and awareness-raising activities at national and local levels to spur action and position water resource management as a top priority on the country's political agenda.

The Program is funded by the Swiss Agency for Development and Cooperation (SDC) and the Government of Kosovo (GoK). Its implementation is entrusted to a consortium comprising Skat Consulting, Switzerland, and the Environment Agency Austria (EAA). The day-to-day implementation is managed by the Pristina-based Program Facilitation Unit (PFU), which consists of a dedicated team of professionals with expertise in various technical water-related issues.

## 1.2. Overview of the key achievements IWRM-K Phase 1 relevant to the assignment

The previous four-year Phase 1 (May 2020 – April 2024) of the IWRM-K Program has delivered the following key achievements:

- **Outcome 1 - Plans & Measures:** The Program provided Kosovo with a consolidated water resources analytical and management planning framework comprising a ***national-level water balance assessment*** and ***RBMPs for Ibër, Morava e Binçës, and Lepenc***. The planning processes were backed by a ***targeted water monitoring program*** used also to enhance national monitoring capacities. The expert studies and plans point to priority solutions for pressures related to point and diffuse sources of pollution, part of which were demonstrated by the Program through the Competitive Grants Scheme (CGS) and other financing mechanisms.
- **Outcome 2 - Legislation, Institutions & Knowledge:** The Program facilitated tangible improvements of the water legislation and enhances the institutional/organizational capacity among the key stakeholders, while the GoK was advised on future funding needs and corresponding financial instruments for IWRM. Acknowledging the importance of water monitoring in building overall IWRM capacity, the Program contributed directly to ***upgrading the country's water monitoring system***. These activities are aligned with efforts to operationalize a national ***Water Information System*** (WIS), aiming to enable more informed decision-making. Further, a set of educational and skills development opportunities help build up to date in-country IWRM capacity, such as a certified IWRM training program, a new M.Sc. in IWRM program, as well as a wide array of knowledge exchanges and on-the-job training opportunities.
- **Outcome 3 - Stakeholder Involvement & Awareness:** The Program demonstrates proof-of-concept on tailor-made ***stakeholder participation mechanisms*** for IWRM in Kosovo. Civil Society Organizations (CSOs) and Non-Governmental Organizations (NGOs) representing different societal interests are particularly prominent in IWRM. Following specialized capacity development support, capacitated CSOs/NGOs contribute to the overall Program goals and the country's priorities through successfully completed Program-backed grants. Finally, the Program's communication and awareness-raising activities trigger environmental awareness and related civic duty, as well as facilitate the adoption of country-wide IWRM approaches.

Designed in such fashion, the Program is set to fundamentally improve the capacity and strengthen the role of the **Ministry of Environment, Spatial Planning and Infrastructure (MESPI)**, especially the **River Basin District Authority (RBDA)** as the central institution charged with IWRM/RBMP processes in the country. The capacity development support extends to a number of other MESPI-based institutions (e.g., Kosovo Environmental Protection Agency – **KEPA**), Kosovo Hydro-

meteorological Institute – **KHMI**, the **Water Division**, and the **Environment/Water Inspectorate**), as well as other institutional and non-institutional stakeholders.

The Program's long-term vision and strategic approach allows for the **complementarity of a multitude of ongoing and future initiatives** pursuing similar objectives. Among the key partners of the Program were the World Bank (e.g., in upgrading country's monitoring system, harmonizing investments in water resources development and protection), as well as the Swedish SIDA that has supported the preparation of the RBMP for the Drini i Bardhe River Basin.

### 1.3. Overview of available resources relevant to the assignment

The IWRM-K Program has provided a very strong foundation for continuation of the activities related to the update of the river basin management planning framework for Kosovo that is subject to this TOR. Some of the most significant include but are not limited to:

- **National-level water balance study:** The Program has delivered significant outputs including a comprehensive report assessing national-level water availability and demand under various climate scenarios, an economic analysis of national-level water resources management, and a detailed design for a national-level meteorological and hydrological monitoring system. Additionally, it has established updated long-term datasets for meteorological and hydrological data, accompanied by numerous GIS tools and resources. To support decision-making, three simulation models (WEAP, HEC-HMS, and SWAT) were developed.

The final phase of the study enhanced the SWAT model with detailed mapping of pollution sources and predicted drainage patterns in basins, considering factors such as climate, topography, geology, and soils. Such analyses facilitate geographic and thematic prioritization of measures for implementation in river basins. These options are crucial for enhancing RBMPs and formulating measures in Phase 2 of the IWRM-K Program.

- **River Basin Management Plans for Ibër, Morava e Binçës and Lepenc:** Following an intense data collection, analytical and stakeholder involvement process, the Program provided the RBMPs. To ensure full integration of environmental legislation, objectives, and standards, the Program has completed the Strategic Environment Assessment (SEA) process for the RBMPs. The plans are undergoing final approval at the Government of Kosovo (GoK) level.

The comprehensive outputs linked to the RBMP process include: three finalized RBMPs for Ibër, Lepenc, and Morava e Binçës; three Pressure and Risk Assessment Reports; three Programmes of Measures; one report on water quality monitoring system design for the three river basins; as well as numerous methodological guidance documents; and various datasets, GIS tools, and resources. These resources need to be utilized and, if necessary, further improved as part of the process for updating the four RBMPs.

In addition to these Program-backed RBMPs, Kosovo was provided with a RBMP for Drini i Bardhe with support of a SIDA-funded initiative. In line with MESPI's plans all four RBMP will be revised to align with the fourth EU WFD cycle and in line with a unified planning methodology.

- **(Pilot) Monitoring Program:** The first-ever WFD-aligned pilot monitoring program for Kosovo has been completed, generating crucially new data, and fostering capacity development among KHMI staff. Some of the newly generated data have been incorporated into the RBMPs and utilized for the advanced SWAT modelling. A final summary report has been compiled, consolidating all data to strengthen the ecological status assessment of water bodies delineated in the RBMPs. This enhances understanding of future monitoring priorities that will be supported under the Program's Phase 2. In fact, the Program has supported the continuation of the water monitoring activities which are already taking place as part of Phase 2. The ongoing pilot monitoring programme covers the period May 2024 – April 2025. The pilot monitoring program is expected to evolve into a permanent monitoring program, with long-term funding provided by the GoK. Any newly generated data during the RBMPs update process should be used to enhance their overall quality and address

previously identified data gaps. In the course of this initiative/contract, the (pilot) monitoring programme needs to be aligned with the RBMP cycle.

- **Capacity development support for enhanced water monitoring capacity:** Capacity development support for KHMI has focused on enhancing both water quantity and water quality monitoring. A significant achievement has been the ongoing upgrade of the country-wide meteorological monitoring system leveraging co-funding from GoK. These investments build upon an earlier successfully completed upgrade of the hydrological monitoring system supported through the World Bank's FLOWS project. The Program has also provided to MESPI an Acoustic Doppler Current Profiler (ADCP) and a professional drone which are available for use for any need related to the RBMPs update.
- **Water Information System (WIS) (re)activation:** The Kosovo's WIS has seen significant progress under the Program, particularly in advancing the (re)activation/upgrade roadmap. Crucial guidance documents and protocols, such as data quality policies, data sharing agreements, and new regulations on WIS management, have been formulated to ensure future operational effectiveness. Collaboration with MESPI and the Kosovo Agency for Information (ASHI) has been instrumental in achieving consensus on these key documents. Efforts have also focused on redesigning and implementing comprehensive WIS software and related solutions in Kosovo. This included tasks such as data modelling, normalization, indexing, and enhancing the user interface to improve usability and reporting capabilities. All enhancements were aligned with the National Water Law, EU WFD, and EU Reporting Guidance, ensuring compliance with EU policies and international obligations such as EEA/EIONET (WISE5). The WIS platform was enriched with updated data from various donor projects, including RBMP, to ensure its relevance and currency. Any deliverable (e.g., data, GIS resources) produced as part of the RBMPs revision process must be made in a way to be compatible with the WIS requirements. For this purpose, the Contractor will collaborate closely with the relevant authorities and the Program's WIS experts<sup>10</sup>.
- **Stakeholder participation mechanism for IWRM/RBMP:** The Program supported the establishment of a functional Multi-Stakeholder Participation Mechanism (MSPM) operating at basin-scale (3 structures for Ibër, Morava e Binçës and Lepenc River Basins) and national level. Led by MESPI/RBDA, the MSPM serves advisory, consultative, informative, and coordination roles in IWRM issues, ensuring inclusive and democratic decision-making processes. Instrumental in preparing RBMPs, it provides a platform for dialogue and consensus building on priorities and fund allocation. At the national level, the MSPM comprises 18 members representing key water resource management institutions and interests, integrating river basin-level stakeholder participation structures. Expected to monitor and evaluate RBMP implementation, it will be a significant component of IWRM-K Phase 2, specifically in the update of the existing four RBMPs.
- **Coordination Advisory Group / Technical Advisory Groups:** The preparation of the RBMPs and other related program-backed activities was facilitated by a system of working groups at both the technical and institutional levels. Specifically, four Technical Advisory Groups—focusing on Water Quantity, Water Quality, Water Finance and Economics, and WIS—were established under a Coordination Advisory Group, which brought together key institutional stakeholders and decision-makers. This structure should be maintained and further developed during the RBMPs update process. Nominated members of these working groups are represented in the broader stakeholder participation mechanisms bringing together the institutional and non-institutional interests in IWRM/RBMPs.

<sup>10</sup> The Contractor will be notified on the interfaces according to which they must provide the deliverables (georeferenced data) to achieve full compatibility.

#### 1.4. Summary of the IWRM-K Phase 2 requirements in relation to the assignment

- ***Aligning Kosovo's RBMPs with the common EU-based cycles.***

River basin management planning is a continuous effort and the RBMPs have a 6-year revision cycle. The revision process and the preparation of the RBMPs for the next period is done in parallel to the RBMPs implementation efforts. In line with the EU WFD these 6-year periods apply to all EU member and aspiring states such as Kosovo. The ongoing third RBMP cycle (2022-27) and the subsequent fourth RBMP cycle (2028-33) are the most significant ones from the Program's implementation perspective.

This requires that Kosovo's RBMPs revision is initiated already in 2025 by the publishing of the new RBMPs preparation timetable/work program or a roadmap. Any stakeholder feedback on the roadmap will be reflected in the interim Significant Water Management Issues (SWMI) for each basin by the beginning of 2026. The draft RBMPs would be published by the beginning of 2027 and the final RBMPs – fully harmonized with the fourth EU cycle (2028-33) – will be launched by the beginning of 2028. The one-year difference between the roadmap-SWMI-draft RBMPs-final RBMPs will enable adequate stakeholder participation, supplementary data collection and analysis, drafting of the plans, and creation of new capacity for RBMPs implementation.

The revision process assesses whether the characterization and pressures have changed and whether the implemented measures have contributed to an improvement in the status of the water bodies. Based on the findings of the assessment, the monitoring programme and the PoM are adjusted to be applied in the subsequent 6-year implementation period.

Equipped with new knowledge from Phase 1, and the set of methodological papers, the revision of RBMPs will be largely assisted by flexible external support (defined in this TOR) combined with targeted on-the-job learning targeting the key MESPI-based institutions.

For this purpose, mixed expert and MESPI-based team will document, analyze, and report on the existing RBMPs achievements and engage in a process of co-creation of the next iteration.

The institutional (e.g., technical advisory groups) and broader stakeholder participation mechanisms established in Phase 1 will provide the necessary platform for an inclusive RBMPs update. All four RBMPs need to be updated as part of this process in line with a unified methodology and approach.

Considering earlier identified gaps in different specific aspects related to water resources management, this process will assist in formulating different other (thematic) studies that will further enrich the data/knowledge foundation for better water resources management (e.g., erosion mapping, hydro-morphological impacts of river sediment extraction, register of industrial and other pollutants, the impact of water abstraction on groundwater balance).

To enhance the implementability of the PoMs, the Program will support the development of detailed action plans that outline implementation priorities. These plans will be created for each basin-scale PoM individually, as well as a consolidated national-level action plan. The national action plan will prioritize implementation measures by basin, considering realistic funding scenarios for the RBMPs. It will be developed from a central government/national budget perspective, highlighting funding priorities based on projected socio-economic and environmental outcomes.

- ***Facilitate harmonization of key sectoral resource management policies, strategies, and plans with IWRM/RBMPs priorities.***

By building upon the strong analytical and planning foundation of Phase 1 and Phase 2, the Program intends facilitate the harmonization of the country's key water-related policies, strategies, and plans (PSPs) with the IWRM priorities as specified in the RBMPs. The process will involve in-depth research into the degree of compliance of other selected sectoral PSPs with the objectives of the RBMPs, and how they (can) affect future water resources management in a business-as-usual scenario. Based on

this, as well as supplementary feasibility assessment (financial, economic, social, environmental, and political sensitivity), the Program intends to generate sector-specific guidance that would boost the RBMP implementation toward the achievement of the set of objectives.

The key PSPs to be considered as part of the process include agriculture, forestry, climate change, energy sector development (including hydropower), industrial development, and mining/mineral extraction. The selection of the priority PSPs to be subjected to in-depth analysis and harmonization guidance will be done with the help of the selected expert team.

This process allows for supporting the land-use/spatial planning system as the highest-level planning framework underpinning the country's overall development. The update of Kosovo's spatial plan – a largely MESPI-led/coordinated process – will coincide with the (extended) Phase 2 implementation lifespan. This will enable the Program to facilitate the integration of the IWRM priorities into the new spatial plan and the corresponding zoning framework predefining priority land uses across the country. For this purpose, the Program intends to partner with the Spatial Planning Unit of MESPI and help in carrying out the planning process in a way to maximize the use of new (water) knowledge and resources and facilitate the adoption of IWRM across the country.

- ***Aligning municipal development and urban planning with the IWRM/RBMPs priorities***

Municipalities in Kosovo have decentralized responsibilities for water resource management, alongside broader development activities that can impact water resources and the environment. These activities are typically outlined in municipal local development and urban planning documents approved by municipal councils.

The Program will evaluate existing municipal planning instruments, and underlying processes to determine the extent to which they consider water resources management priorities. It will then provide guidance on how these priorities, derived from the RBMPs, can be effectively integrated into the municipal context.

Specifically, the Program will conduct an in-depth analysis of existing municipal planning instruments, such as municipal development plans and urban plans, along with their methodologies and common practices. This analysis will form the basis for developing methodological improvements that link RBMPs and IWRM principles with municipal-level planning frameworks. In the long term, once these improvements are formalized, they will ensure that local measures support the objectives of the RBMPs or at least do not hinder their achievement.

Following this, the Program will assist selected municipalities in aligning their development and urban planning frameworks with the RBMPs' objectives, fostering synergies between local implementation priorities and the respective PoMs. The goal is to demonstrate the harmonization of basin-scale priorities with the local development agenda.

To achieve the Program's key objectives related to river basin management planning, PSP, and municipal planning harmonization, the Program seeks to engage an **international consulting company** with extensive, complementary expertise. The consulting firm will play a crucial role in providing **capacity development support** to key institutions through a proactive, hands-on, learning-by-doing approach.

The assignment will be highly inclusive, leveraging existing **stakeholder participation mechanisms** to ensure their active involvement in both implementing the current RBMPs and developing revised versions. The selected consulting firm will maintain a **regular presence within Kosovo** institutions (MESPI/RBDA) and the Program, working closely with assigned staff and existing or newly established working groups to revise all four RBMPs and address other aspects of the assignment. The capacity development support provided must be well-structured and aligned with the RBMP revision process, while remaining flexible and responsive to the current capacities of the institutions



## 2. Objectives & Scope of work

The objectives of the assignment are to provide **expertise and capacity development support** to responsible institutions in order to (a) **revise Kosovo's four RBMPs** in line with the fourth EU WFD cycle, along with developing detailed basin-scale and national-level **action plans** for implementing the respective PoMs, (b) assist in **harmonizing selected PSP** with IWRM/RBMPs objectives, and (c) assist in **aligning municipal-level planning methodologies** with IWRM/RBMPs objectives, as outlined in subsection 1.4 above (Summary of the IWRM-K Phase 2 requirements in relation to the assignment).

This work will **build on and enhance the relevant achievements of Phase 1** of the Program, and **integrate the results of supplementary inputs** (e.g., thematic studies, newly generated water monitoring results) **generated throughout Phase 2 implementation**.

The expert team will assist in formulating detailed **concepts for various thematic studies** and **designing two three-year monitoring programs** based on identified gaps in the existing RBMPs and new conclusions in course of the monitoring implementation.

Additionally, the expert team will **advise the Program on prioritizing implementation measures** that will facilitate the objectives/PoMs of the existing RBMPs using advanced analytical work and modelling (e.g., SWAT).

## 3. Duties and Responsibilities

Under the supervision of the Team Leader and the assigned Senior Adviser of the IWRM-K Program, and in coordination with the relevant Kosovo authorities (MESPI/RBDA), the Contractor shall be responsible for the following main tasks. This will be done considering the guidance and quality assurance role of the EAA and in close collaboration with beneficiaries and relevant stakeholders represented in the working groups and stakeholder participation mechanisms:

### Task 1 – Revision of Kosovo's four RBMPs

- Undertake an **in-depth review of all relevant available documentation and other resources** (to shared be with the selected Contractor), including but not limited to:
  - Existing legislation, and relevant policies, strategies and plans related to water and other relevant sectors at national and local/municipal levels.
  - Existing RBMPs (and existing/underlying methodological papers)<sup>11</sup>
  - Water Balance Study and the related deliverables including the SWAT model and the related documentation
  - Thematic reports in agriculture (crops and animal farming), and industrial pollution
  - Water Information System and supporting documentation<sup>12</sup>
  - Other relevant documentation provided by the Program and/or the responsible institutions.

It is the Contractor's primary responsibility to proactively and consistently acquire relevant data, information, and documentation throughout the contract duration, beyond what will be provided by the Program. This involves maintaining strong communication with stakeholders who may possess the required materials and assisting them in providing these materials in the necessary formats.

<sup>11</sup> During the procurement process, interested bidders may request to review the existing RBMPs and their corresponding methodologies that will be subject to update in line with these TORs. The Program will provide the RBMPs in electronic format.

<sup>12</sup> The Contractor must become sufficiently familiar with the interfaces of WIS to effectively use the available datasets and ensure that their quality-assured results can be uploaded to the system.

- **Familiarize with the stakeholder landscape**, including existing working groups and stakeholder participation mechanisms involved in the RBMPs revision process. Propose any necessary adjustments to both mechanisms, such as changes in composition or methods of operation, to ensure efficient involvement.
- **Liaise with EAA** for in-depth understanding of their work on development of the emission cadastre and their support to water quality monitoring to ensure their use in the RBMPs revision process.
- Provide an **overview of any potential existing data/information/content gaps** in the current RBMPs and reflect them in:
  - RBMPs revision timeline and work programme (roadmap)
  - Concepts for the required thematic studies to be considered for funding by the Program and/or the GoK/MESPI<sup>13</sup>
- **Analyse the existing monitoring datasets** (historical and provided by the pilot monitoring programme), including the data generation potential provided by the newly established meteorological and hydrological monitoring systems, in order to:
  - Plan for their adequate use in the process of revision of the RBMPs.
  - Design subsequent three-year monitoring programs to be implemented in parallel with the RBMPs revision process<sup>14</sup>.
- Draft the **key deliverables related to all four RBMPs** revision process to be posted on the MESPI's website as per the following timeline:
  - Revised timeline / work programme / roadmap by 24 January 2025<sup>15</sup>
  - Interim SWMI reports by 21 December 2025
  - Draft RBMPs by 21 December 2026
  - Final RBMPs by 21 December 2027
  - Action plans for PoMs implementation (by basin and at national levels) by 21 December 2027<sup>16</sup>.

The RBMPs revision involves update of the existing narrative parts, as well as all existing corresponding reports (e.g., characterization, pressure and risk assessment, economic analyses), databases, maps, and other products in the respective format that will ensure compatibility with the WIS.

<sup>13</sup> These concepts will be used by the Program to produce TORs for the necessary thematic studies and select contractors that will work in parallel to the RBMPs revision process providing supplementary gap filling input.

<sup>14</sup> The Program will support the continuation of the pilot monitoring program throughout Phase 2. During the contract period, the Contractor will be responsible for aligning the monitoring program with the RBMP cycle. The (re)design of the monitoring program will inform the Program's arrangement with the Hydro-meteorological Institute regarding its implementation. The Contractor will adjust the monitoring program design to meet the requirements of the EU common implementation strategy, the Program's specifics concerning the gradual transfer of funding and implementation responsibilities to the Hydro-meteorological Institute, and any resource limitations that may arise.

<sup>15</sup> The initial draft of the roadmap will be developed by the Program in collaboration with the authorities before selecting the Contractor. The Contractor will be responsible for revising and updating the roadmap to incorporate the findings of the review and gap analysis process and to reflect specific priorities within the four different RBMPs.

<sup>16</sup> In formulating the action plans, the Contractor will rely on a SWAT-based prioritization, as well as the approach used in Kosovo's Water Strategy in combination with their own methodological approaches.

The submission deadlines refer to the final versions of the documents. Therefore, the initial draft deliverables must be submitted 2-3 months before the final version deadline to ensure they are ready for posting on MESPI's website<sup>17</sup>.

- **Apply/upgrade the existing SWAT** model to improve the corresponding analyses in support of the RBMP revision process and prioritization of Program-based measures to facilitate the implementation of the existing RBMPs<sup>18</sup>.
- Organize, support the work and benefit from the involvement of stakeholders through the **thematic working groups** throughout RBMPs revision process. This involvement needs to be aligned with the key steps of the RBMPs<sup>19</sup> (around 20 meetings of all working groups during the course of the contract are expected to be organized).
- **Design and implement training targeting** the working group representatives and other selected stakeholders aligned with the RBMPs revision needs and agreed steps (around 6 two-day thematic trainings on different aspects of the RBMP preparation process are planned to be organized). NOTES: (a) Considering the importance of training, the Contractor is expected to allocate 10-15% of the planned expert days for training and other capacity development activities; (b) Any cost required to organize logistics will be borne by the Program. The Contractor will be expected to pay for the participation of their own experts.
- Ensure involvement of the broader stakeholder community represented in the **stakeholder participation mechanisms** during different key stages of the RBMP preparation process, such as the pressures and risk assessment, and the PoMs. At least 2 meetings for each basin (meetings for smaller basins can be combined) and 4 national level meetings, or 12 in total are anticipated to be needed for this purpose.

The Contractor will be primarily responsible for conceptualizing and organizing the meetings, working closely with the respective invitees to ensure their active and informed participation. All meeting costs will be covered by the Program, except for those associated with the participation of the Contractor's experts.

### Deliverables (Task 1):

- Inception report based on Contractor's initial methodology and the analysis of existing documents/resources and gap assessment of the RBMPs.
- Concept papers for the required thematic studies to be implemented in parallel with the RBMPs update process (at least 4).
- Deliverables/reports, supporting datasets, GIS, and other resources related to the four steps of RBMP preparation (updated roadmap, SWMI, draft, and final RBMPs), including revisions of those produced during Phase 1 as part of this contract.
- Basin-scale and national-level action plans for PoM implementation.
- Water monitoring programme design(s) aligned with the RBMP cycle.

<sup>17</sup> This needs to be reflected in the bidders' proposed methodologies.

<sup>18</sup> The selected Contractor will be provided with full access to the existing SWAT model, the corresponding reports, and datasets. The SWAT model will then be enhanced by the Contractor to enable basin-specific modeling of various pollution and nutrient loads at the pathway level. This enhancement, combined with monitoring data, will facilitate pressures and impact analysis as well as risk assessment. The system analyses will identify effective mitigation measures, with spatial reference focusing on the water body level.

<sup>19</sup> To be proposed in the methodology of the interested bidders.

- Updated RBMPs methodologies for future use by the institutions<sup>20</sup>.
- Updated SWAT model and corresponding analytical reports containing recommendations for implementation of priority measures.

## Task 2 Facilitate harmonization of the key sectoral PSPs and municipal planning methodologies with IWRM/RBMPs priorities

By conducting a thorough analysis of existing national-level sectoral PSPs and municipal development and urban planning methodologies, and evaluating them against the objectives of the RBMPs and broader IWRM principles, the Contractor will assist the Program in aligning at least four national-level PSPs and two municipal-level methodologies with IWRM/RBMPs. Specifically, the Contractor shall:

- Support MESPI and the Program in **prioritizing national-level sectoral PSPs** critical for alignment with IWRM/RBMP principles.
- Advise on establishing a **cross-sectoral platform and corresponding working groups** to analyze PSPs in light of IWRM/RBMP objectives, defining their composition and responsibilities.
- Conduct a **comprehensive analysis of selected PSPs' potential impacts on Kosovo's IWRM/RBMP objectives**, identifying synergies and disconnects to inform alignment efforts and avoid conflicting directions.
- Provide **written reports/advisory notes for revising selected PSPs** to harmonize with IWRM/RBMPs. These reports should include concise economic, environmental, and social analyses that demonstrate both explicit and hidden societal benefits of applying IWRM principles across the identified sectors. The reports must offer proposals for specific, well-structured adjustments to the PSPs, enabling authorities to incorporate them during their future revisions.
- **Present findings and recommendations** within the platform to enhance stakeholders' knowledge and advocate for the revision process, focusing on practical aspects to equip stakeholders with persuasive arguments for PSP revision (at least 10 such meetings are anticipated in the course of the contract duration).
- Conduct an **in-depth evaluation of existing methodologies/guidance documents for the development of relevant municipal-level plans** (e.g., municipal development plans and urban plans) to assess their consideration of IWRM/RBMPs.
- Propose **methodological adjustments in the form of written reports/advisory notes** for selected municipal-level planning instruments to ensure their alignment with IWRM/RBMPs and the effective downscaling of PoMs into appropriate municipal actions.

The Contractor will be responsible for proactively maintaining the stakeholder involvement platform to facilitate the success of the PSP harmonization mission. Primary responsibilities include ensuring information and knowledge exchange, organizing meetings, and facilitating feedback and positive conclusions. The Contractor will also collaborate with local self-government stakeholders responsible for municipal-level development and urban planning.

### ***Deliverables (Task 2)***

- TORs for the stakeholder platform to facilitate the harmonization efforts.

<sup>20</sup> These methodologies were developed as part of the initial RBMP preparation process. The Contractor must review and revise them as necessary to improve their quality and facilitate future use by the authorities.

- Report proposing PSPs to be considered for harmonization (based on analysis of a longer list of PSPs and stakeholder feedback)
- Written reports/advisory notes on the alignment of the individual selected PSPs with the IWRM/RBMPs objectives (minimum 4)
- Written reports/advisory notes on the alignment of the selected municipal planning methodologies with the IWRM/RBMPs objectives (minimum 2).

## 2. Overview of Key Deliverables and Timeline

No.	Deliverable	First draft for internal review	Second draft for MESPI review	Final draft	
<b>Task 1. Deliverables</b>					
1	Inception report based on Contractor's initial methodology and the analysis of existing documents/resources and gap assessment of the RBMPs (in English)	20 Dec 2024	N/A	15 Jan 2025	
2	Concept papers for the required thematic studies to be implemented in parallel with the RBMPs update process (in English)	As required	As required	As required	
3	Final deliverables/reports, supporting datasets, GIS and other resources related to the four steps of RBMP preparation (roadmap, SWMI, draft and final RBMPs, as well as action plans) (in English and Albanian)	Updated Roadmap	15 Dec 2024	10 Jan 2025	24 Jan 2025
		SWMI	21 Oct 2025	21 Nov 2025	21 Dec 2025
		Draft RBMPs	21 Oct 2026	15 Nov 2026	21 Dec 2026
		Final RBMPs and action plans	21 Nov 2027	N/A	21 Dec 2027
4	Water monitoring programme designs in line with the established practice (in English and Albanian)	Monitoring period 1 (2025 – 2027)	20 Mar 2025	10 Apr 2025	30 Apr 2025
		Monitoring period 2 (2028 – 2031)	20 Mar 2027	10 Apr 2027	30 Apr 2027
5	Revised/updated current RBMPs methodologies for future use by the institutions (in English and Albanian).	15 Jan 2028	N/A	31 Jan 2028	
6	Updated SWAT model and corresponding analytical reports containing recommendations for implementation of priority measures (in English)  At least 2 SWAT re-running	Running 1	1 Dec 2026	15 Dec 2026	01 Jan 2027
		Running 2	1 Dec 2027	15 Dec 2027	01 Jan 2028
<b>Task 2. Deliverables</b>					
1	TOR for the stakeholder platform (in English and Albanian)	15 February 2025	N/A	15 April 2025	

2	Detailed analytical/advisory reports for harmonization of the selected PSPs (in English and Albanian)	As required & earliest possible	As required & earliest possible	As required & earliest possible
3	Written reports/advisory notes on the alignment of the individual selected PSPs with the IWRM/RBMPs objectives (minimum 4) (in English and Albanian)	As required & earliest possible	As required & earliest possible	As required & earliest possible
4	Written reports/advisory notes on the alignment of the selected municipal planning methodologies with the IWRM/RBMPs objectives (minimum 2) (in English and Albanian)	As required & earliest possible	As required & earliest possible	As required & earliest possible

**NOTE:** This tentative timeline serves as a foundation and can be adjusted in line with the methodology of the selected Contractor and any other contextual changes during the contracting process. The submission deadlines indicated in the table are for the final deliverables. Therefore, initial drafts must be submitted in advance to allow the Program sufficient time for review and provide feedback for integration into the final versions. Non-compliance with this timeline may prevent the Program from making necessary payments. Payments will be based only on reviewed, revised, and accepted deliverables following stakeholder validation, as per the contract terms.

### 3. Qualification requirements

The Consulting company (the Contractor) shall have extensive experience (**at least 10 years**) in developing and managing **complex projects in the area of water resources/river basin management, environment and/or sustainable development**. It will have a record of **minimum 5 projects** of comparable nature and degree of complexity<sup>21</sup> (e.g., river basin management plans; development of complex water resources projects such as irrigation / drainage or dam projects / studies, optimization of water resources systems; flood risk assessments/management plans; feasibility studies for complex environmental investment projects that include water-related issues). It will have experience from **at least 2 projects** that involve preparation of **RBMPs**<sup>22</sup> (NOTE: these projects can be part of the required 5 of comparable nature and degree of complexity)

The scope of work requires an **interdisciplinary team** of skilled **experts** with compatible qualifications and previous experience in similar environmental/water resources/river basin management projects. Team members will possess excellent relevant technical and drafting skills to successfully implement the assignment. The team of experts shall be able to respond to the requirements of the key mandatory areas of expertise described in the table below:

	Team members and/or areas of expertise	Qualification requirements
1.	Team Leader / Integrated River	<ul style="list-style-type: none"> <li>Minimum M.Sc. (or equivalent)<sup>24</sup> in relevant field (Water Resources Management, Environment, Civil / Hydraulic Engineering, Ecology or similar)</li> <li>Minimum 12 years of professional experience in similar assignments</li> </ul>

<sup>21</sup> While there is no strict requirement regarding the size/value of the proposed reference projects, it is expected that each of the minimum 5 required reference projects will be with value no lower than 50% of the bidder's financial offer for this assignment. Projects with lower value can also be considered subject to elaboration on degree of complexity in relation with the requirements of these RFP/TORs.

<sup>22</sup> A list of projects/RBMPs shall be submitted along with contact details for reference checking purposes (please indicate the e-mail addresses of contact persons). The bidders need to provide copies or point to links where these RBMPs can be downloaded from.

<sup>24</sup> For example, an engineering degree based on a 5-year study program can be considered equivalent to an M.Sc. degree in newer formats (e.g., 4+1 or 3+2).

	Basin Management <sup>23</sup>	<p>(development and management of complex environmental / water resources / watershed / sustainable development projects)</p> <ul style="list-style-type: none"> <li>• Relevant experience from at least 5 projects of comparable nature and degree of complexity (environmental / water resources / watershed / river basin projects)</li> <li>• Demonstrated experience in preparation of at least 2 basin management plans in accordance with the EU WFD</li> <li>• Experience as a team leader from at least 1 relevant project (environmental / water resources / watershed / river basin project)</li> </ul>
2	Water Quality Expert	<ul style="list-style-type: none"> <li>• Minimum M.Sc. (or equivalent) in chemistry, biology, environment or similar</li> <li>• Minimum 10 years of professional experience in development and implementation of water quality monitoring programmes, ecological characterization of river basins or similar</li> <li>• Relevant experience from at least 2 assignments that involve development and/or implementation of water quality monitoring programmes, analysis of surface water quality monitoring data or similar, characterisation of water bodies for surface water based on EU WFD requirements</li> </ul>
3.	Database and GIS management	<ul style="list-style-type: none"> <li>• Minimum M.Sc. (or equivalent) in engineering, computer science, geo-spatial sciences or similar</li> <li>• At least 10 years of professional experience from projects/assignments as a GIS/database management expert</li> <li>• Relevant experience from at least 2 projects as a GIS/database management expert including in map creation and data visualization</li> </ul>
4.	Hydrological modelling expert	<ul style="list-style-type: none"> <li>• Minimum M.Sc. (or equivalent) in hydrology, hydraulic engineering, or similar</li> <li>• Minimum 10 years of relevant professional experience hydrological, hydraulic, sediment transport/erosion modelling.</li> <li>• Relevant experience from at least 2 assignments that involve use of SWAT model.</li> </ul>

In addition, to these key areas of expertise, the Contractor needs to demonstrate the ability<sup>25</sup> of providing additional diverse expertise (e.g., in a form of a **pool of experts**) that will be required to complete the tasks of these TORs. This additional expertise will include, but not limit to **a)** diffuse and point source pollution characterization and management; **b)** groundwater management, **c)** institutional development/capacity building, **d)** environmental/water economics, **g)** water quantity monitoring (meteorology and hydrology), and **h)** water quality monitoring (surface- and groundwater, chemistry and biology).

**NOTES:**

- There is no limit on the number of experts per area of expertise both in the mandatory areas listed in the table and the pool of experts. Including experts capable of addressing all defined areas of expertise in the table is mandatory. Failure to provide relevant expertise for each area may lead to disqualification. In cases where multiple experts are proposed for the same area, companies must designate a key expert whose qualifications will influence the scoring and evaluation process.
- During the evaluation of offers, only experts proposed for key positions in the table will be scored. Individual experts listed in the pool will not undergo evaluation, but the ability to mobilize them as needed for the Program will impact the overall score.
- Companies may supplement the pool with experts from other fields (e.g., social sciences, climate change, gender), considering the potential impact on financial offers. While this may marginally increase overall scores, these additional experts will not undergo specific evaluation.

<sup>23</sup> Companies may propose a Deputy Team Leader position to be preferably held by a local expert from Kosovo.

<sup>25</sup> By providing information on their in-house relevant expertise and/or lists and/or CVs of staff which can be made available for different tasks under the TORs.

- Companies are encouraged to involve local experts in both key and non-key positions, as well as other support personnel, wherever feasible. While not mandatory, local expertise should comprise at least 25% of the planned expert-days, which will be considered advantageous.

- The Contractor must maintain a **regular presence** in Kosovo, primarily at RBDA or Program premises. This presence ensures an organic connection with stakeholders, facilitating the collaborative preparation of RBMP revisions through an on-the-job, learning-by-doing approach, with the Contractor ensuring the quality of final deliverables. On average, the Contractor's key experts must be present for 4-6 days per month throughout the contract period. These days must be fulfilled by the Contractor's key experts, who may be supported by local experts and/or support staff (e.g., for translation during meetings). This presence must be budgeted, documented, and reported to the Program as a prerequisite for releasing agreed payments.

## 4. Terms and Conditions

- *Language and formatting*

The language requirements for the deliverables are specified in the Main Outputs/Deliverables Section of these TORs. **High-quality proofreading** in both English and Albanian is mandatory<sup>26</sup>. Ensuring language quality and **proper document formatting** is a precondition for the initial review of deliverables. Non-compliance with this requirement will result in the return of the documents until the precondition is met, which will subsequently delay the review and payment processes.

- *Sources of data*

The Program will make every effort to provide all relevant documentation and information to the selected Contractor. In some cases, it may only direct the Contractor to information sources. In such instances, the Contractor will be responsible for evaluating the quality of the information, as well as for collecting and analyzing it. **The Contractor is expected to go beyond formal data requests to actively access and generate new data using valid methodologies.**

The Contractor's local presence and integration with stakeholders should be leveraged to ensure effective access to information. **The data and documentation collection process should be approached as a capacity-building exercise**, helping stakeholders who may have data or documents but lack the ability to organize and share them in the correct format.

- *Duration of the assignment*

Maximum available time for completing the assignment is **40 months** upon signing of the contract.

- *Methodology*

Interested bidders must develop a comprehensive methodology detailing the approach and steps to be undertaken to successfully complete the assignment. Specifically, the methodology should include:

- A reflection on the requirements of the TOR.
- The proposed approach for fulfilling these requirements.
- The data collection and analysis approach.
- Strategies for stakeholder engagement and communication (e.g., technical working groups, stakeholder participation mechanisms, and the stakeholder platforms for the PSP and municipal planning harmonization process).

<sup>26</sup> The use of translation tools (e.g., Google Translate) without rigorous quality assurance will not be accepted. Reports using such tools will be returned to the Contractor for revision before content review. The Program will not engage in editing or proofreading of any deliverables produced by the Contractor.



- A timeline with key milestones and deliverables reflecting on the requirements of the EU WFD.
- Quality assurance measures to ensure the accuracy and reliability of the results, including quality of language, formatting and overall quality of content.
- Risk management plans to address potential challenges.
- A plan for coordinating the experts and integrating their contributions, as well as ensuring presence in Kosovo as required.
- Detailed descriptions of the roles and responsibilities of the project team.

The methodology must demonstrate the bidder's understanding of the project scope and their capability to deliver high-quality results.

- *Ownership and submission of data, reports and other material produced*

All primary data, reports, and other documentation generated during this assignment shall be made available to the Program and MESPI in electronic format. The ultimate ownership over the deliverables is with the Donor (the Swiss Agency for Development and Cooperation) and MESPI. The Program reserves the right to use the results of the work in various publications, citing the work conducted and/or requesting the experts to contribute as authors or co-authors. The Contractor's experts may use the findings of this work only with written consent from the owners.

- *Travel & Local Presence*

Key experts of the Contractor are expected to be present in Kosovo regularly (4-6 days per month of the assigned key experts), primarily at the premises of MESPI/RBDA and/or the Program. All travel-related costs must be included in the company's bid. The Contractor is not required to establish a local office in Kosovo, as limited space will be provided by MESPI/RBDA and the Program (e.g., 2 working seats and access to a meeting room as needed).

- *Payment schedule*

Tentatively the full contract amount can be processed in four instalments which can be adjusted prior to signing of contract and in line with company's methodology:

<b>Instalment</b>	<b>Deliverable</b>	<b>Tentative timeline</b>
10%	Inception report Timeline, work programme, roadmap	January 2025
20%	SWMI report Other deliverables as per TOR 2 written reports/advisory notes for harmonization of municipal planning methodologies	December 2025
30%	Draft RBMPs and action plans 4 written reports/advisory notes for harmonization of PSPs	December 2026
40%	Final RBMPs Completion and acceptance of all remaining deliverables	February 2028

## 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 password encrypted Financial Proposal.

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

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

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

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

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

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

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

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

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

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

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

*[Stamp with official stamp of the Bidder]*

### Annex 3: Bidder Information Form

<b>The legal name of Bidder</b>	
<b>Legal address</b>	
<b>Year of registration</b>	
<b>Bidder's Authorized Representative Information</b>	
<b>Country/ies of operation</b>	
<b>No. of full-time employees</b>	
<b>Quality Assurance Certification<sup>27</sup> (e.g. ISO 9000 or Equivalent) (If yes, provide a copy of the valid Certificate):</b>	
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a copy of the valid Certificate):</b>	
<b>Person the IWRM-K may contact for requests for clarification during the Proposal evaluation</b>	

<sup>27</sup> The possession of such certification is not a mandatory requirement. However, it may result in acquiring slightly higher score on the Bidder's qualifications, capacity and experience assessment.

## Annex 4: Qualification Form

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

Documents to be submitted along with Annex 4:

If JV/Consortium/Association, to be completed by each partner.

### Previous Relevant Experience

Please list only previous similar assignments successfully completed [as per the requirements in the Terms of Reference related to relevant experience].

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

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

### Expertise

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

No.	Position	Relevant projects are (please check the requirements in TOR for the relevance of projects)	Education	Total-experience/experience in relevant projects (years)	Other
1.		1. 2. 3.			

No.	Position	Relevant projects are (please check the requirements in TOR for the relevance of projects)	Education	Total-experience/experience in relevant projects (years)	Other
2.		1. 2. 3.			
...					

### Financial Standing

<b>Annual Turnover for the last 2 years</b>	Year 2022	EUR
	Year 2023	EUR

Financial information (in EUR)	Historic information for the last 2 years		
	Year 2022	Year 2023	
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

[To be checked only if required] Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## Annex 5: Format of the Technical Proposal

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

*The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.*

### **SECTION 1: Bidder's qualification, capacity and, expertise**

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and, project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 The relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures, accreditations and certificates (such as ISO or similar), and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

### **SECTION 2: Proposed Methodology, Approach and Implementation Plan**

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

### SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

#### Format for CV of Proposed Key Personnel

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

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

	Reference 1: [Insert]
	Reference 2: [Insert]

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

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

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



## Annex 6: Financial Proposal Submission Form

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

We, the undersigned, offer to provide the services for *[Insert RFP Title]* in accordance with your Request for Proposal No. **RFP 2024-001** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and our Financial Proposal sealed under a separate envelope.

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

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

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

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

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

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

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

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

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

**The currency of the proposal: EUR**

**Table 1: Summary of Overall Prices**

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

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

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

**Table 3: Breakdown of Other Costs**

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump-Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
<b>Subtotal Other Costs:</b>				

**Table 4: Breakdown of Price per Deliverable/Activity**

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

Deliverable 3				
.....				

Payment is deliverables based

## Annex 7: Joint Venture/Consortium/Association Information Form

<b>Name of Bidder:</b>	<b>[Insert Name of Bidder]</b>	<b>Date:</b>	<b>Select date</b>
<b>RFP reference:</b>	<b>[Insert RFP Title]</b>		

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

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

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

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

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

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

## Annex 8: Evaluation Criteria

A two-stage procedure is utilized in evaluating the proposals, with an evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals (expertise of the firm in similar projects, methodology and approach and qualifications of the staff with relevant experience) and the price has allocated 300 points.

The contract will be awarded to the company with the highest aggregate score based on the technical and financial proposal.

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
1.	Expertise of organization	200					
2.	Proposed methodology and approach	250					
3.	Personnel (qualifications and experience)	250					
<b>Total:</b>		<b>700</b>					

		YES/NO for minimum requirements	
Section 1. Bidder's qualification, capacity, and experience			
1.1	Company profile and evidence of capacity/organization capability (see Annex 5, Format of Technical Proposal (SECTION 1: Bidder's qualification, capacity, and expertise)	Max 20	
1.2	Demonstrated ability to mobilize additional diverse expertise (e.g., in a form of a pool of experts) that will be required to complete the tasks of these TORs.  <i>To demonstrate the ability the bidder is required to submit a detailed list of projects with elaboration on the background and the number of experts/list of expertise involved in those.</i>	Max 20	Max 8 points for at least 1 project that involved use of extensive pool of experts Max 14 points for 2-4 projects that involve use of extensive pool of experts Max 20 for 5 and more projects that involved the use of extensive pool of experts
1.3	At least 10 years in developing and managing complex projects in the area of water resources/river basin management, environment and/or sustainable development	Max 50	Max 32 points for 10 years Max 42 points for 11 to 15 years Max 50 points for 16 years and more
1.4	Record of minimum 5 projects of comparable nature and degree of complexity (e.g., river basin management plans; development of complex water resources projects such as irrigation / drainage or dam projects / studies, optimization of water resources systems; flood risk assessments/management plans feasibility studies for complex environmental investment projects that include water-related issues).	Max 60	Max 42 points for 5 projects Max 52 points for 6 to 10 projects Max 60 points for 11 projects and more
1.5	At least 2 projects that involve preparation of RBMPs  (NOTE: these projects can be part of the above required 5 of comparable nature and degree of complexity)	Max 50	Max 31 points for 2 projects Max 41 points for 3 to 5 projects Max 50 points for 6 projects and more
<b>Total Section 1:</b>			<b>200</b>

Section 2. Proposed Methodology, Approach and Implementation Plan	Points obtainable
---	-------------------

2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Does the proposer understand the task and the project environment?	Max 60
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	Max 70
2.3	Details on how the different service elements shall be organized, controlled, and delivered	Max 40
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	Max 40
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	Max 40
<b>Total Section 2:</b>		<b>250</b>

**Section 3. Management Structure and Key Personnel**

<b>3.1</b>				
<b>Team Leader / Integrated River Basin Management</b>		<b>YES/NO for minimum requirements</b>	<b>Score</b>	<b>Max obtainable points</b>
	Minimum M.Sc. (or equivalent) in relevant field (Water Resources Management, Environment, Civil / Hydraulic Engineering, Ecology or similar)		Max 7 points for MSc	10
			Max 10 points for PhD	
	Minimum 12 years of professional experience in similar assignments (development and management of complex environmental / water resources / watershed / sustainable development projects)		Max 10 points for 12 years	15
			Max 13 points for 13 to 18 years	
			Max 15 points for 19 years or more	
	Relevant experience from at least 5 projects of comparable nature and degree of complexity (environmental / water resources / watershed / river basin projects)		Max 14 points for 5 projects	20
			Max 17 points for 6 to 10 projects	
			Max 20 points for 11 and more projects	
	Demonstrated experience in preparation of at least 2 basin management plans in accordance with EU WFD		Max 11 points for 2 projects	15
			Max 15 points for 2 projects and more	
	Experience as a team leader from at least 1 relevant project (environmental / water resources / watershed / river basin project)		Max 7 points for 1 project	10
			Max 10 points for 2 and more relevant projects	
			<b>Max points:</b>	<b>70</b>
<b>3.2</b>				
<b>Water Quality Expert</b>		<b>YES/NO for minimum requirements</b>		
	Minimum M.Sc. (or equivalent) in chemistry, biology, environment or similar		Max 7 points for MSc	10
			Max 10 points for PhD	
	Minimum 10 years of professional experience in development and implementation of water quality monitoring programmes, ecological characterization of river basins or similar		Max 14 points for 10 years	20
			Max 17 points for 11 to 15 years	
			Max 20 points for 16 years or more	
	Relevant experience from at least 2 assignments that involve development and/or implementation of water quality monitoring programmes, analysis of surface water quality monitoring data or similar, characterisation of water bodies for surface water based on EU WFD requirements		Max 14 points for 2 projects	20
			17 points for 3 to 5 projects	
			Max 20 points for 6 and more projects	
			<b>Max points:</b>	<b>50</b>
<b>3.3</b>				
<b>Database and GIS management</b>		<b>YES/NO for minimum requirements</b>		
	Minimum M.Sc. (or equivalent) in engineering, computer science, geo-spatial sciences or similar		Max 7 points for MSc	10
			Max 10 points for PhD	
	At least 10 years of professional experience from projects/assignments as a GIS/database management expert		Max 14 points for 10 years	20
			Max 17 points for 11 to 20 years	
			Max 20 points for 21 years and more	

	Relevant experience from at least 2 projects as a GIS/database management expert including in map creation and data visualization		Max 14 points for 2 projects 17 points for 3 to 4 projects Max 20 points for 5 and more projects	<b>20</b>
<b>3.4</b>			<b>Max points:</b>	<b>50</b>
	<b><u>Hydrological modelling expert</u></b>	<b>YES/NO for minimum requirements</b>		
	Minimum M.Sc. (or equivalent) in hydrology, hydraulic engineering, or similar		Max 7 points for MSc Max 10 points for PhD	<b>10</b>
	Minimum 10 years of relevant professional experience hydrological, hydraulic, sediment transport/erosion modelling.		Max 14 points for 10 years Max 17 points for 11 to 20 years Max 20 points for 21 years and more	<b>20</b>
	Relevant experience from at least 2 assignments that involve use of SWAT model.		Max 14 points for 2 projects Max 17 points for 3 to 5 projects Max 20 points for 6 and more projects	<b>20</b>
<b>3.5</b>			<b>Max points:</b>	<b>50</b>
	<b><u>Additional non-key expertise</u></b>			
	Adequacy of proposed additional expertise (e.g., in a form of a pool of experts) that will be required to complete the tasks of these TORs.  This additional expertise will include, but not limit to a) diffuse and point source pollution characterization and management; b) groundwater management, c) institutional development/capacity building, d) environmental/water economics, g) water quantity monitoring (meteorology and hydrology), and h) water quality monitoring (surface- and groundwater, chemistry and biology).		Max 10 points for no clear demonstration, but only written commitment for providing the required expertise as required Max 20 points for demonstrated available expertise for some of the indicated areas of expertise Max 30 points for demonstrated in-house and/or available external expertise (e.g., by providing signed declarations of availability of experts) for the indicated areas (or more)	<b>Max 30 points</b>
<b>Total Part 3:</b>				<b>250</b>

Failing to meet the mandatory requirements (e.g., educational background requirements, years of professional experience, number of relevant previous projects), even one of all will lead to disqualification.

An Offeror’s response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. A proposal shall be considered non-responsive and rejected if it fails to substantially satisfy the requirements of the TOR, or it fails to achieve a minimum technical score (70% of 700 points or 490 points) as specified in the RFP.

The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals. The offer with the lowest price will receive a total of 300 points. Other offers with higher prices will receive their respective scores according to the following formula:

$$\frac{\text{Lowest Bid}}{\text{Proposed Bid}} \times 300$$

The proposal will be awarded with the highest aggregate score based on the technical and financial proposal. The remaining financial proposals of Offeror’s whose technical proposals are deemed unacceptable or unqualified shall remain unopened can be returned.

## Annex 9: Terms and Conditions for Contracts

### 1. LEGAL STATUS:

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

### 2. SOURCE OF INSTRUCTIONS:

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

### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

### 4. ASSIGNMENT:

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

### 5. SUB-CONTRACTING:

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

### 6. OFFICIALS NOT TO BENEFIT:

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

### 7. INDEMNIFICATION:

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



## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

## **9. LIENS:**

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

## **10. TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by IWRM-K shall rest with IWRM-K and any such equipment shall be returned to IWRM-K at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to IWRM-K, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate IWRM-K for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS, AND OTHER PROPRIETARY RIGHTS:**

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

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

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

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

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

### **13. CONFIDENTIALITY:**

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

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

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

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

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

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

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

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

### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the IWRM-K, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the IWRM-K of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the IWRM-K shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

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

### **15. TERMINATION**

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

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

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

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

## **16. SETTLEMENT OF DISPUTES**

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

## **17. TAX EXEMPTION**

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

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

## **18. OBSERVANCE OF THE LAW:**

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

## **19. AUTHORITY TO MODIFY:**

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