

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

**Phase 1
May 2020 – April 2024**

**Procurement of Agricultural Equipment
and Supplies**

Request for Offer 13/2022

December 2022

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1. INVITATION FORM

Integrated Water Resources Management in Kosovo (IWRM- K) Program	DATE: December 29, 2022
	REFERENCE: Procurement of Agricultural Equip- ment and Supplies

Dear Sir / Madam:

The “Integrated Water Resources Management in Kosovo” Program¹ (hereinafter the Program or IWRM-K) kindly invites you to submit your Offer² in EUR (VAT excluded) for **RFO 13/2022 for Procurement of Agricultural Equipment and Supplies**. The Offer must be submitted in a sealed envelope on or before 16.30 CET on January 12, 2023, to the address below:

Skat Consulting Kosovo, IWRM-K Program
RFO 13/2022 for Procurement of Agricultural Equipment and Supplies
08 Pashko Vasa Street
Floor 5. No.5, Pejton, Pristina, Kosovo
DO NOT OPEN BEFORE 12 January 2023

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

**Please use the following e-mail subject: RFO 13/2022 for Procurement of Agricultural
Equipment and Supplies**

**The offer must be submitted in one PDF document. The offer shall be DIGITALLY signed
or signed and scanned in the .pdf format. The same submission time as for hard copy of-
fers to pertain.**

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

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

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

Goods proposed shall be reviewed and evaluated based on completeness and compliance of the Offer and responsiveness with the requirements of the RFO and all other annexes providing details of this procurement.

¹ 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.

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by IWRM-K after it has received the Offer. 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 of twenty-five percent (25%) of the total Offer, without any change in the unit price or other terms and conditions.

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

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

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

Thank you and we look forward to receiving your Offer.

2. DESCRIPTION OF REQUIREMENTS

1	Brief Description of the Required Services/Goods/Works	Procurement of Agricultural Equipment and Supplies (LOTS 1 and 2)	
2	Deadline for the Submission of Offer	12 January 2022, 16:30h local time	
3	Location of work	N/A	
4	Expected duration of work	30 days from the signing of the contract	
5	Target start date	Upon signing of contract	
6	Estimated completion date	30 days upon signing of contract	
7	Language of the Offer	English	
8	Pre-bidding conference	Not Applicable	
9	Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required, to be included in the Offer <input type="checkbox"/> Not Required	
10	Names and curriculum vitae of individuals who will be involved in completing the services	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	
11	Currency of Offer	<input type="checkbox"/> Other currency (if required) <input checked="" type="checkbox"/> Euro	
12	Value Added Tax on Price Offer³	<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	
13	Bid Security	Will not be applied	
14	Liquidated Damages	Will not be applied	
15	Performance Security	Not Required	
16	Financial Standing	Not Required	
17	Validity Period of Offers (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, IWRM-K may request the Bidder to extend the validity of the Offer beyond what has been initially indicated in this RFO. The Offer shall then confirm the extension in writing, without any modification whatsoever on the Offer.	
18	Partial Quotes	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted - Bids per one or more LOTS are permitted	
19	Joint Venture, Consortium or Association	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted	
20	Payment Terms⁴	Instalment	Deliverable

³ IWRM-K is VAT exempt in the country and all activities implemented by the Program directly or through contracts are also VAT exempt.

⁴ IWRM-K's preference is not to pay any amount in advance upon signing of contract. If the Contractor strictly requires payment in advance, it will be limited up to max. 20% of the total price quoted in case of services or works (this does not apply to goods). For any higher percentage, or any amount advanced exceeding \$30,000, IWRM-K shall require

		85%	Paid upon delivery and technical acceptance of the goods
		15%	Paid upon completion of required installation and training on the use of equipment (as applicable)
21	Type of Contract to be Signed	<input type="checkbox"/> Contract for Professional Services – Long Term Agreement <input checked="" type="checkbox"/> Other Type of Contract [Contract for Goods]	
22	Evaluation Method/Criteria	<input checked="" type="checkbox"/> Contract will be awarded to a company/companies that will meet the specifications and offer the lowest price. <input checked="" type="checkbox"/> Full acceptance of the IWRM-K's Contract Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services/goods/works required. Non-acceptance of the GTC may be grounds for the rejection of the Offer. <input type="checkbox"/> Other:	
23	IWRM-K will award the contract to:	<input type="checkbox"/> One and only one Supplier <input checked="" type="checkbox"/> One or more Suppliers, depending on the following factors: partial quotations per LOTs are allowed	
24	Contract General Terms and Conditions⁵	Terms and Conditions for contracts	
25	Annexes to this RFO⁶	<input checked="" type="checkbox"/> Annex 1: Term of Reference/Schedule of Requirements <input checked="" type="checkbox"/> Annex 2: Bidder Information <input checked="" type="checkbox"/> Annex 3: Financial Offer <input checked="" type="checkbox"/> Annex 4: Evaluation Criteria <input checked="" type="checkbox"/> Annex 5: Terms and conditions	
26	Contact for Inquiries (Written inquiries sent by email only)⁷	Email to: kosovo@skat.ch Any delay in IWRM-K's response shall be not used as a reason for extending the deadline for submission unless IWRM-K determines that such an extension is necessary and communicates a new deadline to the Proposers.	
27	Deadline for Submission of requests for clarification	3 working days before the deadline	
28	Manner of Disseminating Supplemental Information to the RFO and responses/clarifications to queries	By e-mail to the requesting bidder and posted on the Skat Consulting Ltd., St. Gallen, Switzerland website (https://skat.ch/jobs/)	
29	Conditions for Release of Payment	<input checked="" type="checkbox"/> Completion of Installation, Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Goods, based on full compliance with RFO requirements <input type="checkbox"/> Others:	

the Contractor to submit a bank guarantee or bank cheque payable to IWRM-K, in the same amount as the payment advanced by IWRM-K to the Service Provider.

⁵ Bidders are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ Where the information is available in the web, a URL for the information may simply be provided.

⁷ 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.

30	Documents to be submitted:	<p><input checked="" type="checkbox"/> Annex 2: Bidder Submission Form</p> <p><input checked="" type="checkbox"/> Copy of the registration from relevant Registry in the country of origin defining the constitution or legal status, place of registration, and principal place of business; (no translation required)</p> <p><input checked="" type="checkbox"/> Annex 3: Financial Offer</p> <p><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 (LOT 1)</p> <p><input checked="" type="checkbox"/> Technical description of items: Full detail including technical and performance characteristics and exact model and country of origin enclose catalogue if available (for LOTs 1 and 2)</p> <p><input checked="" type="checkbox"/> Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer (LOT 1)</p> <p><input checked="" type="checkbox"/> Proof of after-sales service capacity and appropriateness of service network in the form of statement for availability of after-sales service in a period of 10 days (for LOT 1) and description of capacity</p> <p><input checked="" type="checkbox"/> Warranty statement for all items listed in the specification (LOT 1)</p> <p><input checked="" type="checkbox"/> Written statement that the company will be able to provide in person training on handling and maintaining the equipment as required by the future equipment owners</p>
32	INCOTERMS:	DPU (Incoterms 2020) - location for delivery of items: at the facilities/farms of selected 51 farmers across Kosovo
33	Other:	The offered equipment should come from European/EU and/or US manufacturers or by manufacturers from different countries that produce such equipment for the EU/European/US market (in case of non-EU/US/Europe origin, evidence for distribution in these markets needs to be provided as well as EU declaration of conformity).

Annex 1: Schedule of Requirements

Remark: Please note that the given specifications are the minimum requirements that must be met by your Offer. IWRM-K will not accept any specification that is below these requirements. You may, however, offer better performance and higher specifications. Contract will be awarded to a company/companies that will meet the specifications and offer the lowest price.

LOT 1: Control unit for fertigation

Technical Specifications (minimum requirements)	Quantity
Control unit for fertigation	
Fertirigator – PISTON PUMP	
Possibility of alternate use of two tanks and connecting the pump in by-pass	
Maximum capacity of water flow – between 50 to 3,500 liters/hour	
Maximum solution suction rate – between 0.5 - 350 liters / hour	
Metal stand	
Maximum Water pressure 0,2 – 8 bar	
Maximum loss of pressure – 0,2 bar	
Possibility for adjustment of concentration of the solution for fertigation 1 – 10%	
Valve for air release	
Two plastic tanks for basic solution for fertirgition with minimum capacity of 200 liters	
Disc filter for primary water filtration with minimum water flow of 20 m ³ , minimum pressure loss through the filter up to 0,7 bars and minimum density of 120 mesh	51 pieces
Screen filter for secondary water filtration with minimum water flow of 20 m ³ , minimum pressure loss through the filter up to 0,2 bars and minimum density of 100 mesh	
Check valve Ø 50	
Two control gauges for control of filter pressure	
Adequate fittings for connecting the control unit to the irrigation system	
Availability of service support and spare parts within maximum 10 days upon request	
Installation of the control unit and operation of the system	
Training for use of equipment and maintenance	
Warranty period: minimum 1 year	

LOT 2: Insect Monitoring Kits (pheromone traps) & Insect Capture Kits

Technical specifications (minimum requirements)	Quantity (pieces)
Codling moth – for monitoring of <i>Cydia pomonella</i> (L.)	200
Mountain ash bentwing – for monitoring of <i>Leucoptera scitella</i> Hb.	200
Apple clearing moth – for monitoring of <i>Synanthedon myopaeformis</i> Borkh.	150
Yellow sticky traps	1500
Training for use	N/A

Annex 2: Bidder Information

The legal name of Bidder	
Legal address	
Year of registration	
Bidder's Authorized Representative Information	
Country/ies of operation	
No. of full-time employees	
Quality Assurance Certification⁸ (e.g. ISO 9000 or Equivalent) (If yes, provide a copy of the valid Certificate):	
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a copy of the valid Certificate):	
Person IWRM-K may contact for requests for clarification during the Offer evaluation	

Bidder's Declaration

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

⁸ The possession of such certification is not a mandatory requirement. However, it may result in acquiring slightly higher score on the Bidder's qualifications, capacity and experience assessment

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Offer you receive, and we certify that the goods offered in our Offer are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

Annex 3: Financial Offer

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

Financial Offer

Offer to Supply Goods Compliant with Technical Specifications and Requirements

Currency of Offer: EUR

Ref.	Description/Specification of Goods per LOTS	Quantity	Latest Delivery Date	Unit Price
LOT 1				
LOT 2				
Total Price				

Bidders can quote for one, several or all LOTS (partial bids permitted)
Bidders must offer the full quantity required per LOT for the LOT they are bidding

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Offer	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

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

<p><i>Exact name and address of company</i></p> <p>Company Name Click or tap here to enter text.</p> <p>Address: Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Phone No.: Click or tap here to enter text.</p>	<p>Authorized Signature: _____</p> <p>Date: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text.</p> <p>Functional Title of Authorised</p>
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<p>Email Address: Click or tap here to enter text.</p>	<p>Signatory: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>
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Annex 4: Evaluation Criteria

Contract will be awarded to a company/companies that will meet the specifications and offer the lowest price.

LOT 1: Control unit for fertigation

Technical Specifications (minimum requirements)	Status
Control unit for fertigation (30 pieces)	YES/NO
Fertirigator – PISTON PUMP	YES/NO
Possibility of alternate use of two tanks and connecting the pump in by-pass	YES/NO
Maximum capacity of water flow – between 50 to 3,500 liters/hour	YES/NO
Maximum solution suction rate – between 0.5 - 350 liters / hour	YES/NO
Metal stand	YES/NO
Maximum Water pressure 0,2 – 8 bar	YES/NO
Maximum loss of pressure – 0,2 bar	YES/NO
Possibility for adjustment of concentration of the solution for fertigation 1 – 10%	YES/NO
Valve for air release	YES/NO
Two plastic tanks for basic solution for fertigation with minimum capacity of 200 liters	YES/NO
Disc filter for primary water filtration with minimum water flow of 20 m ³ , minimum pressure loss through the filter up to 0,7 bars and minimum density of 120 mesh	YES/NO
Screen filter for secondary water filtration with minimum water flow of 20 m ³ , minimum pressure loss through the filter up to 0,2 bars and minimum density of 100 mesh	YES/NO
Check valve Ø 50	YES/NO
Two control gauges for control of filter pressure	YES/NO
Adequate fittings for connecting the control unit to the irrigation system	YES/NO
Availability of service support and spare parts within maximum 10 days upon request	YES/NO
Installation of the control unit and operation of the system	YES/NO
Training for use of equipment	YES/NO
Warranty period: minimum 1 year	YES/NO

LOT 2: Insect Monitoring Kits (pheromone traps) & Insect Capture Kits

Technical specifications (minimum requirements)	Status
Codling moth – for monitoring of <i>Cydia pomonella</i> (L.)	YES/NO
Mountain ash bentwing – for monitoring of <i>Leucoptera scitella</i> Hb.	YES/NO
Apple clearing moth – for monitoring of <i>Synanthedon myopaeformis</i> Borkh.	YES/NO
Yellow sticky traps	YES/NO
Training for use of equipment and maintenance	YES/NO

NOTE: Failure to meet any of these requirements is considered grounds for disqualification.

Annex 5: 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 Con-

tract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability, and liability arising out of the use of patented inventions or devices, copyrighted material, or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

9. LIENS:

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

10. TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by 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.