

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

**Phase 1  
May 2020 – April 2024**

**Procurement of Agricultural Manure Spreading  
Equipment**

**Request for Offer 19-2023**

**October 2023**

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## 1. INVITATION FORM

<b>Integrated Water Resources Management in Kosovo (IWRM- K) Program</b>	<b>DATE: 18 October, 2023</b>
	<b>REFERENCE: Procurement of Agricultural Manure Spreading Equipment (LOTS 1-3)</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 Offer<sup>2</sup> in EUR (VAT excluded) for **RFO 19/2023 for Procurement of Agricultural Manure Spreading Equipment**. The Offer must be submitted in a sealed envelope on or before 16.30h CEST on 31 October 2023, to the address below:

**Skat Consulting Kosovo, IWRM-K Program**  
**RFO 19/2023 for Procurement of Agricultural Manure Spreading Equipment (LOTS 1-3)**  
**136 Pashko Vasa street**  
**Floor I. No.5, Pejton (residential entry), Pristina, Kosovo**

Alternatively, the Offers can be submitted electronically to the following dedicated email:  
[tender@skat.ch](mailto:tender@skat.ch)

**Please use the following e-mail subject: RFO 19/2023 for Procurement of Agricultural Manure Spreading Equipment (LOTS 1-3)**

**The Technical Offer MUST be submitted in one PDF document.**  
**The Financial Offer MUST be submitted in one PDF file as well. The Offer shall be DIGI-  
TALLY signed or signed and scanned in \*.pdf format. The same submission time as for  
hard copy offers applies.**

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

Companies failing to meet these requirements will be disqualified. Your 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.

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

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<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 3**, in preparing your Offer.

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 the IWRM-K after it has received the Offer. At the time of Award of Contract or Purchase Order, the IWRM-K reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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 the IWRM-K.

Please be advised that the 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.

The IWRM-K encourages every prospective Bidders 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 RFO.

Thank you and we look forward to receiving your Offer.

## 2. DESCRIPTION OF REQUIREMENTS

<b>1</b>	<b>Brief Description of the Required Goods</b>	Procurement of Agricultural Manure Spreading Equipment (LOTS 1 -3)	
<b>2</b>	<b>Deadline for the Submission of Offer</b>	31 October 2023, 16.30h CEST	
<b>3</b>	<b>Location of work</b>	N/A	
<b>4</b>	<b>Expected duration of contract (delivery period)</b>	60 days upon signing of the contract	
<b>5</b>	<b>Target start date</b>	06 November 2023	
<b>6</b>	<b>Estimated completion date</b>	30 days upon signing of contract	
<b>7</b>	<b>Language of the Offer</b>	English	
<b>8</b>	<b>Pre-bidding conference</b>	Not Applicable	
<b>9</b>	<b>Implementation Schedule indicating break-down and timing of activities/sub-activities</b>	<input type="checkbox"/> Required, to be included in the Offer <input checked="" type="checkbox"/> Not Required	
<b>10</b>	<b>Names and curriculum vitae of individuals who will be involved in completing the services</b>	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	
<b>11</b>	<b>Currency of Offer</b>	<input type="checkbox"/> Other currency (if required) <input checked="" type="checkbox"/> Euro	
<b>12</b>	<b>Value Added Tax on Price Offer<sup>3</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	
<b>13</b>	<b>Bid Security</b>	Will not be applied	
<b>14</b>	<b>Liquidated Damages</b>	Will not be applied	
<b>15</b>	<b>Performance Security</b>	Not Required	
<b>16</b>	<b>Financial Standing</b>	Not Required	
<b>17</b>	<b>Validity Period of Offers (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 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.	
<b>18</b>	<b>Partial Quotes</b>	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted - Bids per one or more LOTS are permitted	
<b>19</b>	<b>Joint Venture, Consortium or Association</b>	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted	
<b>20</b>	<b>Payment Terms<sup>4</sup></b>	<b>Instalment</b>	<b>Deliverable</b>

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

<sup>4</sup> 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

		<b>Single pay- ment 100%</b>	Paid upon delivery and technical acceptance of the goods
21	<b>Type of Contract to be Signed</b>	<input type="checkbox"/> Contract for Professional Services – Long Term Agreement <input checked="" type="checkbox"/> Other Type of Contract [Contract for Goods]	
22	<b>Evaluation Method/Criteria</b>	<input checked="" type="checkbox"/> The 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 Terms and Conditions for Contracts (TCC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services/goods/works required. Non-acceptance of the TCC may be grounds for the rejection of the Offer. <input type="checkbox"/> Other:	
23	<b>IWRM-K will award the contract to:</b>	<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	<b>Contract General Terms and Conditions<sup>5</sup></b>	Terms and Conditions for Contracts (TCC)	
25	<b>Annexes to this RFO<sup>6</sup></b>	<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 for Contracts	
26	<b>Contact for Inquiries (Written inquiries sent by email only)<sup>7</sup></b>	<b>Email to: kosovo@skat.ch</b>  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	<b>Deadline for Submission of requests for clarification</b>	3 working days before the deadline	
28	<b>Manner of Disseminating Supplemental Information to the RFO and responses/clarifications to queries</b>	By e-mail to the requesting bidder and also posted on the IWRM-K Program's website ( <a href="https://iwrn-k.com">https://iwrn-k.com</a> )	
29	<b>Conditions for Release of Payment</b>	<input checked="" type="checkbox"/> Completion of unboxing, and testing of the equipment <input checked="" type="checkbox"/> Written Acceptance of Goods, Services and Works, based on full compliance with RFO requirements <input type="checkbox"/> Others:	
30	<b>Documents to be submitted</b>	<input checked="" type="checkbox"/> Annex 2: Bidder Submission Form	

exceeding \$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 IWRM-K to the Service Provider.

<sup>5</sup> Bidders are alerted that non-acceptance of the Terms and Conditions for Contracts (TCC) may be grounds for disqualification from this procurement process.

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

<sup>7</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><input checked="" type="checkbox"/> Copy of the registration from the relevant Registry in the country of origin defining the constitution or legal status, place of registration, and principal place of business; (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, letters of accreditation, awards, and citations received by the Bidder, if any (LOTs 1-3);</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 1-3)</p> <p><input checked="" type="checkbox"/> Proof of after-sales service capacity and appropriateness of service network in the form of a statement for the availability of after-sales service in a period of 10 days (for LOTs 1 and 3) and a description of capacity</p> <p><input checked="" type="checkbox"/> Warranty statement for all items listed in the specification (warranty statement is required for all LOTs)</p> <p><input checked="" type="checkbox"/> A 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>
31	Delivery of equipment	<p>The selected company(ies) will be expected distribute the equipment to the sites (farms) of the beneficiary farmers. They will coordinate the distribution of the equipment with the Program and its subcontractors providing technical assistance to the target beneficiaries/farmers.</p>
32	Other	<ul style="list-style-type: none"> <li>• Alternative bids can be considered. The bidders can submit an alternative Offer under the respective LOTs only in cases when the offered alternative equipment a) meets/exceeds the functionality requirements, b) offers a better solution for the intended purpose. The alternative offers will be subject to external expert assessment and if deemed acceptable will be subject to further evaluation. The overall evaluation procedure will remain unchanged even for the alternative offers (contract(s) will be awarded to the lowest priced technically qualified offers).</li> <li>• 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).</li> </ul>

## Annex 1: Schedule of Requirements

### IMPORTANT NOTES:

- Please note that the given specifications are the minimum requirements that must be met by your Offer. The IWRM-K will not accept any specification that is below these requirements. You may, however, offer better performance and higher specifications. The contract will be awarded to a company/companies that will meet the specifications and offer the lowest price.
- The bidders can submit an alternative Offer under the respective LOTs only in cases when the offered alternative equipment *a)* meets/exceeds the functionality requirements, *b)* offers a better solution for the intended purpose. The alternative offers will be subject to external expert assessment and if deemed acceptable will be subject to further evaluation. The overall evaluation procedure will remain unchanged even for the alternative offers (i.e., contract(s) will be awarded to the lowest priced technically qualified offers).
- The contracted quantities per item may vary depending on the budgetary limitations. However, the Program intends to procure at least the minimum number of indicated quantity per each LOT.
- Warranty to be provided for all LOTS

### LOT 1: AGRICULTURAL SOLID MANURE SPREADER (TRAILER FOR SPREADING ORGANIC MANURE)

It is an agricultural machine designed to efficiently distribute organic fertilizers, such as compost, manure, or other organic materials, onto fields or gardens. The primary function of an organic manure spreader is to evenly spread these organic materials over a designated area to provide essential nutrients to crops or plants.

Organic manure spreader - minimum capacity - 3.5 Tons 15 Pieces		
Technical Specifications (minimum requirements)		
NO.	DESCRIPTION	SPECIFICATION
1	Total width	1800 mm – 2100 mm
2	Total length	4500 mm – 5200 mm
3	Total height	1700 mm – 2600 mm
4	Capacity	3.5 - 4 tone
6	Braking system	hydraulic
7	Spiral plate thickness	8 mm – 10 mm
8	Spiral thickness	8 mm – 10 mm
9	The width of the manure box	1400 mm – 1800 00
10	Height of sides	400 mm – 600 mm
11	The height of the manure hopper	700 mm – 900 mm
12	Required power	Min. 20 KW
13	Distribution width	6 - 8 M
14	Spiral flats – 4 pcs	Vertical



## LOT 2: TANK FOR REMOVAL AND DISTRIBUTION OF LIQUID MANURE AND STABLE LIQUIDS

These tanks are designed to store, transport, and manage animal waste, such as liquid manure and stable liquids - slurry, in an efficient and environmentally responsible manner.

Tanks for removal and distribution of manure and stable liquids 15 Pieces of (minimum) capacity 3000 litre		
Technical Specifications (minimum requirements)		
NO.	DESCRIPTION	SPECIFICATION
1	Type of tank / Volume	3000 – 3500 l
2	Width	1700 - 2000 mm
3	Length	4500 - 5000 mm
4	Height	1800 - 2200 m
5	Tire dimension	Around 10×15"
6	Pressure operation	1.0 - 1.5 bar
7	Vacuum	90%
8	Pomp performance	3200 - 4000 l/min
9	Required tractor power	26 kW
10	Braking system	Pneumatic
11	Empty tank weight	850 - 1100 Kg

## LOT3: MIXER FOR MIXING LIQUID AND SOLID FERTILIZER IN SEPTIC TANK

Mixing liquid and solid fertilizer in a septic tank requires specialized equipment to ensure effective blending while maintaining the proper functioning of the septic tank. To mix liquid and solid fertilizers in a septic tank, the mixer is submerged into the tank, and its blades or propellers are activated to agitate and blend the contents thoroughly.

Mixer for mixing liquid and solid fertilizer in septic tank – 5 Pieces (This is optional – purchase of this equipment is subject to the fund availability)		
Technical Specifications (minimum requirements)		
NO.	DESCRIPTION	SPECIFICATION
1	Length	4-6 m
2	Number of wings/flats	Min. 3 Ø 50 cm
3	Rotation speed	Min. 500 rpm
4	Required tractor power	60 - 80 hp
5	With support system for fixed installation (with-out cardan)	Through the cardan of the tractor

## Annex 2: Bidder Information

<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>8</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 IWRM-K may contact for requests for clarification during the Offer evaluation</b>	

### Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Requirements and Terms and Conditions:</b> 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"/>	<b>Ethics:</b> 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"/>	<b>Conflict of interest:</b> 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.

<sup>8</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

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Bankruptcy:</b> 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"/>	<b>Offer Validity Period:</b> 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

<b>Name of Bidder:</b>	[Insert Name of Bidder]	<b>Date:</b>	Select date
<b>RFO reference:</b>	[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				
LOT 3				
<b>Total Price</b>				

Bidders can quote for one, several or all LOTS (partial bids permitted)

Bidders must offer the respective quantity ranges as indicated under each LOT and provide price PER UNIT.

### Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Delivery Lead Time (60 days upon signing of contract)	<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>Email Address: 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> <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: AGRICULTURAL SOLID MANURE SPREADER (TRAILER FOR SPREADING ORGANIC MANURE)

Organic manure spreader - minimum capacity - 3.5 Tons 15 Pieces			
NO.	DESCRIPTION	SPECIFICATION	Status
1	Total width	1800 mm – 2100 mm	Yes/No
2	Total length	4500 mm – 5200 mm	Yes/No
3	Total height	1700 mm – 2600 mm	Yes/No
4	Capacity	3.5 - 4 tone	Yes/No
6	Braking system	hydraulic	Yes/No
7	Spiral plate thickness	8 mm – 10 mm	Yes/No
8	Spiral thickness	8 mm – 10 mm	Yes/No
9	The width of the manure box	1400 mm – 1800 00	Yes/No
10	Height of sides	400 mm – 600 mm	Yes/No
11	The height of the manure hopper	700 mm – 900 mm	Yes/No
12	Required power	Min. 20 KW	Yes/No
13	Distribution width	6 M	Yes/No
14	Spiral flats	Vertical	Yes/No

### LOT 2: TANK FOR REMOVAL AND DISTRIBUTION OF LIQUID MANURE AND STABLE LIQUIDS

Tanks for removal and distribution of manure and stable liquids 15 Pieces of (minimum) capacity 3000 litre			
NO.	DESCRIPTION	SPECIFICATION	Status
1	Type of tank / Volume	3000 – 3500 l	Yes/No
2	Width	1700 - 2000 mm	Yes/No
3	Length	4500 - 5000 mm	Yes/No
4	Height	1800 - 2200 m	Yes/No
5	Tire dimension	Around 10×15"	Yes/No
6	Pressure operation	1.0 - 1.5 bar	Yes/No
7	Vacuum	90%	Yes/No
8	Pomp performance	3200 - 4000 l/min	Yes/No
9	Required tractor power	26 kW	Yes/No
10	Braking system	Pneumatic	Yes/No
11	Empty tank weight	850 - 1100 Kg	Yes/No

**LOT3: MIXER FOR MIXING LIQUID AND SOLID FERTILIZER IN SEPTIC TANK**

<b>Mixer for mixing liquid and solid fertilizer in septic tank – 5 Pieces (This is optional – purchase of this equipment is subject to the funds availability)</b>			
<b>No.</b>	<b>DESCRIPTION</b>	<b>SPECIFICATION</b>	<b>Status</b>
1	Length	4-6 m	Yes/No
2	Number of wings/flats	Min. 3 Ø 50cm	Yes/No
3	Rotation speed	Min. 500 rpm	Yes/No
4	Required tractor power	60 - 80 hp	Yes/No
5	With support system for fixed installation (with-out cardan)	Through the cardan of the tractor	Yes/No

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

## Annex 5: Terms and Conditions for Contracts (TCC)

### 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.