

Request for Proposal (RFP)

Facilitation Civil Society Organizations (CSOs) to enable and support Social Audit activities

Helvetas Kosovo invites all interested CSOs to provide services as described below.

1. Contract description

The Decentralisation and Municipal Support project (DEMOS) III has the following overall goal: “Improved performance of municipalities in governance, management and services contributing to increased citizens’ satisfaction”.

The required services are listed in the article **20** in this document.

2. Timetable

| | DATE | TIME - CET |
|--|--------------|------------|
| Tender announcement via project website/other recruitment online portals | 23.01.2023 | - |
| Information session at Helvetas Office | 06. 02. 2023 | 10:00 |
| Deadline for written enquiries to procurement.kosovo@helvetas.org | 15. 02. 2023 | 16:00 |
| Last date for Helvetas Kosovo to issue clarifications (clarifications can be found in the same link where the tender dossier was posted in Helvetas website) | 20. 02. 2023 | 16:00 |
| Deadline for submitting offers to procurement.kosovo@helvetas.org account ¹ | 03. 03. 2023 | 14:00 |

3. Nature of the contract

Service contract.

4. Negotiations

Helvetas Kosovo reserves the right to enter negotiations with all or part of eligible bidders to amend and/or complete their original offers. Negotiations may concern the technical, financial, legal and other aspects of the contract. Depending on the capacities presented by bidders and their overall ranking, Helvetas Kosovo reserves the right to enter in negotiations with more than one bidder (out of the bidders ranked with the highest scores) and accordingly award the contract to more than one bidder.

5. Eligibility

Participation is open to all interested CSOs, registered in the Republic of Kosovo.

A consortium may be a permanent, legally established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e. the leader and all other members) are liable to Helvetas Kosovo, while the leader takes the lead responsibility.

¹ Any application received after this deadline will not be considered.

6. Costs for preparing offers

No costs incurred by the bidder in preparing and submitting the offers are reimbursable. Such costs fall under the responsibility of the bidder, including the costs incurred during negotiating and interviewing process.

7. Sub-contracting

Sub-contracting services to another legal entity is not allowed.

8. Provisional commencement date of the contract

March 2023

9. Initial period of execution and possible extension of the contract

Services are to be provided between March 2023 and December 2023.

10. Evaluation of offers²

Each offer will be evaluated in accordance with the criteria and the weighting as detailed below. In the case of offers submitted by a consortium, these criteria will be applied to the consortium as a whole. The criteria for evaluation of goods/services or works will be examined in accordance with the requirements indicated in attachments.

The entire evaluation procedure is confidential. The evaluation reports and written records are for official use only and may be communicated neither to the bidders nor to any party other than Helvetas Kosovo.

10.1 Eligibility criteria

| Requirements | Documentary evidence |
|---|--|
| 1. Offers submitted on time as per point 2 - Timetable | N/A |
| 2. The bidder is registered in Kosovo | The full Registration certificate |
| 3. VAT number | VAT certificate (for businesses only) |
| 4. Fiscal number | Fiscal number certificate |
| 5. The total turnover of the CSO over the past 3 years (2020, 2021 and 2022) must be equal to or exceed € 150,000 | Financial statements or Annual Tax Statements on income tax (TAK) |
| 6. The bidder has no open case of a dispute, an execution procedure, reorganisation, | A valid proof issued by a competent judicial or administrative authority (not older than 6 |

² Eligibility, technical and financial criteria can be adapted as per nature of procurement.

| | |
|--|--|
| bankruptcy or insolvency procedure | months) |
| 7. All taxes paid | A valid tax administration certificate or a valid agreement signed with the Tax Administration of Kosovo to repay the outstanding debts |
| 8. The bidder has carried out in the course of the past 5 years (2018, 2019, 2020, 2021 and 2022) at least 3 projects in fields specified in Terms of Reference. | A list of projects according to template in PART 1 – Application package under Professional Capacity section , accompanied by documentary evidence for at least 3 projects relevant to the requirements of this tender. <i>By documentary evidence, this refers to work references or other documentary evidence issued by a contracting authority. Only documentary evidence found to be relevant for the tender’s thematic fields will be considered.</i> |

The bidders that pass the eligibility criteria will be processed for further evaluation.

11.2 Evaluation criteria of eligible offers

Criteria for evaluation of the technical offer

| Requirements | Documentary evidence |
|---|--|
| 1. Proposed Core Team (minimum 3) | CV(s) with documentary evidence proving the experience stated in the CV – CVs should be of proposed core team which will have the relevant experience and background and are responsible for executing and managing entirely ³ the contract and all its related activities as specified in ToR. |
| 2. The bidder has carried out in the course of the past 5 years (2018,2019,2020,2021 and 2022) at least 3 projects in fields specified in Terms of Reference. | <p>A list of projects according to template in PART 1 – Application package under Professional Capacity section, accompanied by documentary evidence for at least 3 projects relevant to the requirements of this tender. <i>By documentary evidence, this refers to reference letters, reports, or other documentary evidence. Only documentary evidence found to be relevant for the tender’s thematic fields will be considered.</i></p> <p>Criteria to be considered when assessing requirements related to experience of the bidder include the following:</p> <ul style="list-style-type: none"> ▪ Demonstrated portfolio of projects or engagements covering issues of citizen engagement, public consultation processes, local governance and/or related issues; |

³ Meaning that the proposed staff is available whenever required and declare the percentage of time to be allocated for the purposes of this contract/activity.

| | |
|----------------|--|
| | <ul style="list-style-type: none"> ▪ Demonstrated experience in facilitation of similar activities engaging stakeholders from different levels such as citizens, local CSOs and municipalities; ▪ Demonstrated partnerships with local government authorities and experience in monitoring local level activities; ▪ Demonstrated experience of capacity assessment/developing and delivering participatory trainings, workshops and capacity building tools; |
| 3. Methodology | Proposed Methodology, Approach, and Implementation Plan (including identification of potential risks and ways of mitigating them) |

The bidders that pass the Technical Evaluation (**min 50% of technical evaluation scoring**) will be processed for further evaluation.

Criteria for evaluation of the financial offer:

| Requirements | Documentary evidence |
|--|---|
| Financial offer according to instructions in PART 2 of this document | Financial offer in EUR - Detailed budget outline based on the services items/specifications and quantities as stipulated in the template provided in Part 2 - Financial Offer |

The weighting of the criteria for evaluation of technical and financial offers are as follows:

| Criteria | Max points |
|--|------------|
| Technical offer* | 70 |
| Experience of the bidder | 20 |
| Proposed Methodology, Approach and Implementation Plan (including identification of potential risks and ways of mitigating them) | 30 |
| Proposed Team (CVs) ⁴ | 20 |
| Financial offer | 30 |
| Total maximum score | 100 |

**Evaluation of the offers will be done progressively, namely the highest scoring technical offer and lower financial offer will receive more points from the maximum points presented in the table.*

⁴ Helvetas encourages bidders to propose the team with diverse background and representation (gender, ethnic minority, people with disabilities, etc)

After evaluation of offers, Helvetas Kosovo reserves the right to enter into negotiations with all or part of eligible bidders in order to amend and/or complete their original offers.

Contract will be awarded to the highest scoring bidder, meaning the **economically most advantageous offer**. Depending on the capacities presented by bidders and their overall ranking, Helvetas Kosovo reserves the right to enter in negotiations with more than one bidder (out of the bidders ranked with the highest scores) and accordingly award the contract to more than one bidder. (The economically most advantageous offer is established by weighing technical quality against price on a 70/30 basis.) Helvetas Kosovo reserves the right to contract only part of required services or cancel this tender procedure should it not be satisfied with the quality of offers.

In case of services, having selected an offer partly on the basis of evaluation of proposed core team presented in the offer, Helvetas Kosovo expects the contract to be executed and managed entirely by the proposed core team. However, additional consultants/staff may be proposed/contracted during the implementation period.

11. Submission of offers

Offers must be submitted via email in two separate electronic files, using instructions provided by the Helvetas Kosovo.

1. ELIGIBILITY AND TECHNICAL OFFER REQUIREMENTS/DOCUMENTS

- The CSOs registration certificate
- VAT number and Fiscal number
- The total turnover of the CSO over the past 3 years
- The CSO has no open case of a dispute, an execution procedure, reorganisation, bankruptcy, or insolvency procedure
- All taxes paid
- Experience of CSO
- The Bidder has carried out in the course of the past 5 years (2018, 2019, 2020, 2021 and 2022) at least 3 projects in fields specified in ToR.
- Methodology and
- CV's of proposed Team

For the file containing Eligibility and Technical Offer (for example **My Name NT – HSI-030323D Eligibility and Technical Offer**)

2. FINANCIAL OFFER USING PART 2 (WHICH MUST BE PASSWORD PROTECTED)

The name of the file should have the CSOs' name, Reference No: **HSI-030323D** and:

- For the file containing the Financial Offer, (*for example **My Name NT- HSI-030323D Financial offer – password protected***).

Financial offer must be password protected⁵. The bidders will be informed in advance once the evaluation date is confirmed so they can stay reachable on that date in order to provide the passwords. During the evaluation process the entitled purchasing panel member will call the bidder and ask for the password at the spot⁶.

The subject of email should contain only the PRF reference number (*for example NT- HSI-030323D*). **The body of the email should contain bidder's official name, address and telephone number.**

Technical offer and financial offers must be submitted in English language exclusively to the following email address: procurement.kosovo@helvetas.org.

Offers submitted after the deadline mentioned under point 2 Timetable of this RFP will not be considered. The counted official receipt time is the time showing on the email received from the bidder to procurement.kosovo@helvetas.org.

12 Alteration or withdrawal of applications

CSOs may alter or withdraw their offers by written notification prior to the deadline for submission of tenders. No offer may be altered after this deadline.

Helvetas Kosovo retains ownership of all offers, which have not been withdrawn. Consequently, bidders do not have the right to have their offers returned to them.

13 Validity of offers

Bidders are bound by their tenders for 90 days after the deadline for submitting offers. In exceptional cases, before the period of validity expires, the Helvetas Kosovo may ask bidders to extend the period of validity for a specific number of days, which may not exceed 40.

14 Signature of the contract(s)

Within 10 days of receipt of the purchase order/ contract already signed by the Helvetas Kosovo, the selected bidder shall sign and date the contract. Failure of the selected bidder to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Helvetas Kosovo may award the tender to another bidder or cancel the tender procedure.

15 Terms of payments

Helvetas Kosovo is not a payer of value added tax (VAT). Prices in the application must be submitted, taking into account all expenses.

The payment will be made via bank account transfer to the winner of the tender in EUR within a

⁵ Financial Offers received without password protection will not be considered for evaluation.

⁶ If the bidder is not reachable on the phone during the evaluation process, the offers will not be considered for evaluation

maximum of 30 working days from the date of acceptance of services. Cases of non-performance of obligation and their legal consequences will be separately indicated in the contract.

16 Terms of cooperation

In the case of a contracting, the parties will have to perform according to the established time and in accordance with Helvetas Kosovo –contract. Helvetas Kosovo has the right to increase or decrease the number of ordered items. Helvetas Kosovo has the right to choose a supplier/ implementer on the given offer according to its own discretion. Helvetas Kosovo has the right to re-formulate the Request for Proposal (RFP) to its own discretion, if any additional items are needed. In case of failure or non-compliance with contractual obligations, Helvetas Kosovo has a unilateral right to terminate the contract without incurring any legal obligation.

The Applicant has to be familiar with all instructions, forms and requirements mentioned in the RFP documents. The responsibility for the submission of the offer in accordance to these requirements lies entirely with the Applicant. Helvetas Kosovo signs a contract with the winning bidder. The contract will come into force upon signature by both parties.

17 Ethics clauses/Corruptive practices

Bidders making false declarations may be subject to financial penalties representing 10% of the total value of the purchase order/contract being awarded. This rate may be increased to 20% in the event of a repeated offence.

Any attempt by a CSOs to obtain confidential information, enter into unlawful agreements with competitors or influence the PP or the Helvetas Kosovo during the process of examining, clarifying, evaluating and comparing offers will lead to the rejection of its offer and may result in penalties as described above.

CSOs must not be affected by any conflict of interest with other bidders or parties involved in the project. Helvetas Kosovo reserves the right to suspend or cancel the RFP procedure or contract if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract.

CSOs will be terminated the contract if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified, or commissions paid to a CSO which has every appearance of being a front organisation.

Contractors found to have paid unusual commercial expenses related to this project are liable, depending on the seriousness of the facts observed, to have their contracts terminated and/or be penalised.

The Helvetas Kosovo reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the contract, Helvetas Kosovo may

refrain from concluding the contract and/or terminate the contract.

18 Operational language

All written communications for this tender procedure and contract must be in English.

19 Additional information

The conclusion of the tender and the award of contract are subject to the availability of funds.

Helvetas Kosovo reserves the right to annul this tender procedure at any time, without any liability on its side.

20. Terms of References (ToR)

Part 1: Terms of Reference (ToR)

Duration: March 2023 – December 2023

Expected Start Date: March 2023

BACKGROUND

The Decentralisation and Municipal Support program (DEMOS), implemented by HELNETAS Swiss Intercooperation (HELNETAS Kosovo) has the following overall objective: “Improved performance of municipalities in governance, management and services contributing to increased citizens’ satisfaction.” There are three outcomes of DEMOS III.

- The Municipal Performance Grant (MPG) is credible, effective and institutionalized as well as fully implemented by MLGA with further public engagement;
- Local oversight by relevant municipal bodies is improved, and citizen engagement mechanisms are functionalized by increasingly involving civil society and marginalized groups in municipal decision making;
- The policy and legal framework is more conducive for decentralized local governance and for rule-based financing of municipalities.

Under its first outcome, DEMOS III aims to open data for wider public scrutiny on municipal performance and initiate social audits to monitor the impact of Municipal Performance Grant (MPG) projects on citizens. This intervention is particularly important due to considerable increase of MPG funds, which leads to a potential higher impact of fiduciary risks.

DEMOS III will be implemented throughout the period January 2022 until December 2025. The project will work with all 38 municipalities in the Republic of Kosovo. The main partner of the project is the Ministry of Local Government Administration (MLGA). DEMOS III will also work closely with the Ministry of Finance, Labour and Transfers (MFLT), Association of Kosovo Municipalities (AKM), Civil Society Organizations (CSO) and other relevant line ministries, agencies, and institutions.

OBJECTIVE

The aim of this intervention is to involve civil society organisations and citizens in conducting social audits to monitor Municipal Performance Grant (MPG) projects implemented by municipalities.

To mitigate fiduciary risks of MPG funds, but also to monitor the impact of projects on citizens, the project will establish social audits within the MPG (on-system). In addition, social audits will include monitoring of performance and project planning processes at the municipal level. The project will support development of tools and sampling methodologies, including trainings to successfully conduct social audits. Social audits would be commissioned and paid from a share of the MPG funds and be conducted by civil society organisations and active citizens. For this, DEMOS will partner with main CSOs. DEMOS III aims to accomplish three objectives through social audit activities: enhance citizen engagement, increase transparency and accountability at the local level and promote a public dialogue platform.

The core objective of this activity is to identify a facilitating and supportive CSO and/or CSOs for awareness creating and capacity building process, to assist and provide support in getting the social audit started and sustained until the conclusion of the social audit process and its activities.

TASKS AND ACTIVITIES

The CSO/CSOs will work under DEMOS team supervision and will have the following tasks and responsibilities:

- a)** Development of a detailed and comprehensive plan/methodology detailing the following activities:
 - I. Comprehensive approach and methodology on supporting and facilitating the work of social audit teams in relation to requirements of social audit activities such as: applying the social audit steps and fulfilling the social audit requirements as set out in the Social Audit guide, requesting, and analysing documentation, cooperating with municipality representatives, facilitating field visits, etc.
 - II. Development of an activity calendar.
 - III. Comprehensive and detailed training module and plan that will equip local CSO representatives and citizens with the required know-how and skills to successfully carry out social audit activities – with information on the modules that will be presented to trainees and the format of the training.
 - IV. Identification of risks and ways of mitigating them, with a particular focus on risks related to challenges of CSOs at a local level and challenges related to community/citizen engagement and mobilisation.
- b)** Delivery of training/s to Social Audit team/s composed of local CSO representatives and citizens and other stakeholders deemed relevant and necessary to be part of the Social Audit team/s.
- c)** In close collaboration with the DEMOS, support the social audit teams in ensuring the commitment from the elected leadership and municipal executive.
- d)** Develop and sign a Memorandum of Understanding (MoU) between them and the municipality/ies in which the social audit/s is/are carried out. In addition, ensure that the MoU also stipulates that action plans covering 3-6 months after the social audit process are made available to ensure follow up and progress achieved in terms of addressing findings and implementing recommendations.
- e)** Ensure that the social audit team has clearly understood the scope of the social audit and discuss with them about the project cycle (stages) in which the social audit will focus.
- f)** Support and assist the Social Audit team/s in preparing the social audit questions and indicators that will support them in analyzing the information or documentation in disposal about the project being monitored. In addition, support the teams in preparing request for information or documentation towards municipalities and regularly follow-up with the municipality responsible representatives to ensure that such information and documentation is made accessible and available for the teams within a reasonable time and as requested.
- g)** Ensure that the social audit team/s is/are selected reflecting different interest groups (such as: citizens that belong to marginalized groups, pioneers of change, citizens that enjoy credibility among their communities, citizens who are committed and engaged throughout the entire social audit process;

citizens that have an interest in achieving tangible results and an improved welfare for their communities, etc).

- h) Support the Social Audit team/s in aggregating and agreeing on the findings/results and recommendations that are to be presented to the municipalities being monitored and on the format of reporting and ensuring that the content, particularly that related to findings and recommendations undergoes quality assurance from people responsible within the Facilitation CSO before they are sent to DEMOS and respective municipality for further review and discussion.
- i) Regularly report to the DEMOS and potentially MLGA staff/contact point for progress achieved in each of the stages and provide a final conclusive report on the process, obstacles faced, lessons learned and recommendations on how to move forward on upcoming similar activities.
- j) After the Social Audit process is concluded in respect of developing findings and recommendations and disseminating them to the wider public, support the social audit team/s to follow-up the level of addressing social audit recommendations.
- k) Document Social Audit process in all its stages through:
 - I. Ensure that necessary resources are employed and available to record meetings, discussions, field visits of the entire Social Audit process to ensure the necessary input for the production of the documentary/ies. In this respect, ensure that also interviews are held with Social Audit team members, Mayor, other relevant municipality representatives, and that relevant statements or arguments are extracted from the discussions generated in meetings among the Social Audit team members themselves, while they are at field visits, or while discussions are occurring among them and the municipality representatives.
 - II. Production of 4 individual short videos/documentaries and 1 documentary that summarizes the entire Social Audit process (script writing, videography, editing, audio balancing, sub-titling, format exporting, archiving raw and edited work etc.). All videos produced must be of the highest quality.
 - III. The contractors shall use their own HD quality video camera and professional editing software.
 - IV. Edit the footage in line with the script/guideline agreed and approved by DEMOS and produce a professional quality package of broadcast quality.
 - V. Record and edit narration/voice over where necessary.
 - VI. Embed sub-titles in the video as per need.
 - VII. Audio balance the final product and convert it in formats for use on TV, radio, web.
 - VIII. Include appropriate branding and crediting of Helvetas/DEMOS ownership for the produced videos.
 - IX. Archive the edited output in DV and DVD format.

DELIVERABLES:

The following are the expected deliverables to be submitted by the winning bidder/s who will be managing and implementing this contract and its related activities:

- Support DEMOS in selection of 5 municipalities, respectively 1 capital investment project in each of 5 municipalities to be part of the Social Audit
- Activity calendar
- Development of a detailed and comprehensive training module, including incorporating DEMOS feedback
- Screening and establishment of 5 Social Audit teams
- Delivery of 5 two-day trainings for the 5 Social Audit teams
- Facilitation and conduction of 5 Social Audits in 5 municipalities (planning, data collection and analysis, reporting (regular reporting relating to the process and 5 comprehensive Social Audit reports), Dissemination of results)
- 5 individual short videos/documentaries produced (1 per each municipality documenting the entire Social Audit process) and 1 documentary covering the entire process of Social Audit including all stages of the activity
- Sensibilization and outreach of results to municipalities that were part of the Social Audit and to wider communities where 5 Social Audits took place
- Facilitation of the follow-up phase in 5 municipalities where Social Audit took place

PART 1 – APPLICATION PACKAGE
PROFESSIONAL CAPACITY⁷

| Ref no (max 10) | Project title | | | | | | | | |
|---------------------------------|----------------------|----------|------------------------------|--|--|-------------------------------------|-------------------|-------------------|------------------------------------|
| | Name of legal person | Location | Overall contract value (EUR) | Proportion carried out by legal person (%) | In case of Services (No of staff provided) | Name of client and phone/e-mail | Origin of funding | Dates (start/end) | Name of consortium members, if any |
| ... | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| Detailed description of project | | | | | | Type and scope of services provided | | | |
| ... | | | | | | ... | | | |

⁷ Please fill in the table below to summarise the main projects related to this contract carried out over the past 5 years by the legal person or entities making this application. The number of references to be provided must not exceed 10 for the entire application.