

## Annex 1: Terms of Reference / Description of Scope

Contract Title:	Backstopping for KCSF's Organizational Development
Duration:	01/07/2024 – 31/12/2024 (with a possibility of extension for the period 2025-2028)

### BACKGROUND

Kosovar Civil Society Foundation (KCSF) is an independent, non-profit organization consistently pursuing the creation of a more participatory and democratic society in Kosovo through enabling civil society to become an active actor in country's public life. Over more than 25 years, KCSF has contributed to promoting evidence-based policymaking, expanding civic space, and supporting over 750 civic initiatives with a substantial investment of over 30 million euros, as well as empowering and enriching the skills and capacities of thousands of civil society activists in Kosovo and the Western Balkans through more than 1,100 training sessions.

With its Strategic Framework 2024-2028, KCSF's ultimate vision is to see Kosovo become a prosperous, inclusive, and democratic society with an advanced process of EU integration. This requires meaningful and sustainable engagement of civil society, which KCSF sees as its mission and main strategic goal. During this strategic period, KCSF's objectives will remain focused around supporting civil society to have adequate access to a diverse set of financial resources along with the necessary capacity to make proper use of those resources, and to have a strong and legitimate support base and relationships, as well as to contribute to an enabling environment that allows and encourages civil society to freely operate and use its democratic rights to engage in public processes. It will also explore the perspective of resource diversification for civil society to ensure that Kosovo's democratic development has an increased local ownership and is more sustainable, primarily through engagement of private sector and diaspora in strategic donations on issues of public benefit.

### ABOUT KCSF'S ORGANIZATIONAL DEVELOPMENT

KCSF believes that advanced organizational development is crucial to KCSF's capacity to achieve its mission, maximize its impact, and adapt to the continuously changing environment. In doing so, KCSF systematically invests in relevant and adequate internal documents and procedures, as well as their consistent application.

Building on over two decades of development of institutional capacities and systems, KCSF's Strategic Framework 2024-2028 envisages a continued focus on organizational development, with some of the priority areas including systems that enable KCSF to remain a learning organization, ensuring sound and predictable financial resource base, and human resources management and development.

To complement KCSF's in-house expertise, external consultants will be engaged to provide tailor-made and flexible support based on the latest international best practices methodologies, and approaches.

## **SCOPE OF WORK**

### **I. OBJECTIVES**

The objective of this engagement is to conduct an initial assessment to identify relevant needs to be addressed within KCSF's Organizational Development, with a focus on Human Resources Management and Development, and subject to continuation of the contract, deliver selected priority actions for improvement.

### **II. DUTIES AND RESPONSIBILITIES**

#### **a) Initial needs assessment and action plan**

The contractor shall conduct an initial assessment to identify relevant needs to be addressed in KCSF's Organizational Development, with a focus on Human Resources Management and Development, and specific actions to be undertaken, through:

1. Introductory meeting with senior management and additional meetings with relevant staff (individual or group meetings).
2. Analysing existing processes and practices of organizational development in general and human resources management in particular, with specific focus on main challenges.
3. Identifying main areas for improvement.
4. Drafting an action plan for further action, including main objectives and priorities, and types of support activities necessary for achieving those objectives.
5. Presenting the draft action plan to KCSF and addressing comments in the final draft.
6. Propose a long term technical and financial proposal, as a basis for assessing the potential continuation of the contract for the period 2025-2028.

The above list of steps is only indicative, and the contractor may propose and engage in other activities deemed important for accomplishing this assignment.

## **MAIN OUTPUTS/DELIVERABLES**

The contractor shall submit to KCSF the action plan, in English, with the indicative content as follows:

1. Title page.
2. Table of contents.
3. Executive Summary.
4. Brief background, which includes:
  - a. Introduction.
  - b. Objectives.
  - c. Scope of work.
  - d. Main findings from the analysis.
5. Proposed strategies and approaches in two specific sections, one on Human Resources Management and Development and one on other priorities of Organizational Development, which includes:
  - a. Proposed strategies and approaches, including brief justification of selected methodologies and tools.

- b. Key areas of focus, with breakdown of specific actions and interventions.
- c. Roles and responsibilities of main stakeholders for each action and intervention (internal and external).
- d. Resource allocation for each action and intervention (financial, personnel, time).
- e. A general and simple monitoring and evaluation framework.

In the technical proposal to be submitted during the final proposal stage, the applicants shall submit a proposal for the content of the action plan, where adjustments to the above indicative content are permitted.

## TIMEFRAME

The needs assessment must begin as soon as practicable after the signing of the contract, and the contractor must submit to KCSF a final action plan for further action, including main objectives and priorities, before December 2024.

Some of the main activities will be organized in the following tentative timeframe:

<b>Task:</b>	<b>Timeframe (tentative)</b>
Publishing of the Call for Proposals	8 May 2024
Deadline for submission of initial applications	27 May 2024
Pre-selection and briefing with short-listed applicants	1 – 10 June 2024
Deadline for full proposal	1 July 2024
Selection and contracting	1 – 15 July 2024
Introductory meeting(s) with senior management	15 – 31 July 2024
Agree on the working methodology and implementation plan	August 2024
Data collection and analysis, and individual and group meetings with senior management and selected staff members	1 September 2024 – 15 October 2024
Discuss and validate main areas for improvement and potential strategies and actions	15 October 2024 – 15 November 2024
Submit the draft action plan for further action, including main objectives and priorities	15 November 2024
Address KCSF comments and submit the final action plan	15 November 2024 – 31 November 2024
Submit the long term technical and financial proposal, as a basis for potential continuation of the contract	31 November 2024
Assessment of the long term technical and financial proposal and decision on the continuation of the contract	December 2024
Conduct other activities, as per action plan and developing needs (depending on the continuation of the contract)	January 2025 – December 2028

## **EVALUATION PROCESS**

Following the initial application, KCSF will preselect a maximum of three applicants to submit a full proposal, based on price and organizational/experts experience.

The short-listed applicants will receive more detailed information by KCSF and will be invited to prepare and submit a full proposal which will be evaluated based on detailed criteria focused around the level of compliance with the RfP, proposed methodology, timeframe and working approaches, team qualifications, and financial proposal.

## **INITIAL CONTRACT AND POTENTIAL CONTINUATION**

Following the completion of the initial needs assessment and action plan with the winning applicant during 2024, KCSF intends to continue the contract for the period 2025-2028 with the same contractor through a long-term framework contract, subject to the satisfactory performance of the current assignment, and based on the assessment of the separate long-term technical and financial proposals to be submitted by the contractor in the end of the current assignment, as per the final action plan.

## **LOGISTICS**

All logistical arrangements, such as travel, accommodation, taxi services, etc. will be subcontracted directly by the contracted consultant(s). KCSF may assist only in providing contacts or suggestions.

KCSF will provide meeting rooms and cover the costs for food and coffee during the meetings.

## **DUTY STATION AND TRAVEL**

KCSF offices are in Prishtina, Kosovo, that will be the main duty station of this assignment. In agreement between parties, selected parts of the work can be done remotely, while specific meetings may be held in other locations of Kosovo, as needed.

## **REPORTING AUTHORITY**

The reporting authority is KCSF.

## **QUALIFICATION REQUIREMENTS**

KCSF will entrust this assignment to the company/organization that meet the qualification and professional requirements and provide the most competitive price.

The ideal company/organization should demonstrate strong qualifications in the following areas:

1. Extensive experience in organizational development, with particular focus on human resources management and development, preferably within the non-profit sector.
2. A proven track record of successfully implementing improvement initiatives and achieving measurable results, preferably in an international context.

3. Expertise and experience in leadership development, management strategies, staff development, and recruitment and retention best practices.
4. Strong analytical and diagnostic skills to identify root causes of challenges, propose recommendations and develop targeted solutions.
5. Excellent communication and facilitation skills to engage with KCSF and build consensus around improvement efforts.
6. Willing to adapt working methodologies and approaches to the relevant needs and requests of KCSF, following the initial needs assessment and further developments within the process.
7. Excellent in both spoken and written English.
8. A good knowledge of context in the Western Balkans and particularly Kosovo will be an advantage.
9. Good knowledge of civil society will be an advantage.

## **OTHER TERMS**

### **a) Documentation for initial application**

For initial application, all applicants shall submit a financial offer with indicative prices of expertise, and a summary of company/organization's portfolio with the names and bios of individuals who will be involved in completing of the services, along with Declaration on honor.

### **b) Documentation for full proposal**

Short-listed applicants that will be invited to submit full proposals shall submit the full set of documentation, including the technical offer, financial proposal, documentation about the proposed team, references, etc.

### **c) Declaration on honor on exclusion criteria and absence of conflict of interest**

All applicants shall provide a Declaration on honor on exclusion criteria and absence of conflict of interest (see Annex 2), duly signed and dated by an authorized representative of company/organization, stating that they are not in one of the situations of exclusion listed in the Annex 2.

### **d) Technical Offer**

The technical offer to be submitted at the full proposal stage must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the quality award criteria. Offers deviating from the requirements or not covering all requirements will be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

### **e) Financial Offer**

The price for financial offer must be quoted in euro. Prices must be quoted free of all duties, taxes and other charges, including VAT, as the funds for this service are exempt from such charges. The unit price should cover the experts' fees including travel expenses, subsistence expenses of the contractor and his staff (covering the expenditure incurred by experts on trips outside their normal place of work), accommodation and administrative expenses.

### **f) Acceptance of services**

All services are accepted subject to specific verifications and checks from KCSF or other parties assigned by KCSF. KCSF reserves the right to return any faulty or unsuitable item(s) and withhold payment.

**g) Terms of payment**

KCSF shall pay the price to the winning bidder as soon as practicable on receipt of invoice subject to:

1. the price being in accordance with contract.
2. the services being received and accepted by the KCSF as satisfying the Contract document.
3. services excluded of VAT and other applicable indirect taxes.

**h) Notification of Award or Work Order**

Before award, KCSF can request from the short-listed applicants to provide additional information or ask for a quick interview to help with the evaluation process.

After selection of the Successful Applicant and after obtaining internal approvals and prior to expiration of the period of proposal validity, KCSF will send Notification of Award and propose the Contract for Services.

**i) Price**

Price base shall remain fixed as per the Financial Bid accepted by KCSF in the final proposal stage. There shall be no increase in price base for any reason whatsoever. Therefore, no request for any escalation of the cost / price base shall be entertained.

**j) Request for Proposal or Work Order cancellation**

KCSF reserves the right to terminate or modify this request for proposal and re-issue the request for proposal.

KCSF reserves the right to cancel the work order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to KCSF alone;

1. Serious discrepancy observed during performance as per the scope of project;
2. If the applicant makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the applicant turns out to be incorrect and/or conceals or suppresses material information.

**k) Confidentiality**

All information provided to the contractor by KCSF shall be treated in strict confidentiality.