

Broj 04-120/222

Podgorica, 01.08. 2013 god.

MONTENEGRO
MINISTRY OF SUSTAINABLE DEVELOPMENT AND TOURISM
Land Administration and Management Project- LAMP

C O N T R A C T
No: MNE-LAMP-7647-IC-CS-12-C.5.2

**Information Technology specialist-junior for LAMP Project Coordination
Unit**

between

**MINISTRY OF SUSTAINABLE DEVELOPMENT
AND TOURISM**
(hereinafter referred to as *CLIENT*)

and

Ms. Marina Izgarević
(hereinafter referred to as *CONSULTANT*)

August 01, 2013

CONTRACT No: MNE-LAMP-7647-IC-CS-12-C.5.2

Information Technology specialist-junior for LAMP Project Coordination Unit

THIS CONTRACT ("Contract") is entered into this August 01, 2013 by and between

Ministry of Sustainable Development and Tourism, having its principal place of business at IV Proleterske brigade 19, 81000 Podgorica, Montenegro, represented by **Mr. Branimir Gvozdenović**, Minister, hereinafter called ("the Client")

and

Ms. Marina Izgarević, having its principal place of business , 81400 Nikšić, Montenegro, hereinafter called ("the Consultant").

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. **Term** The Consultant shall perform the Services during the period commencing August 01, 2013 and continuing through July 31, 2014, or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **15,411.36EUR gross (10,800.00EUR net)**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph

C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per month spent in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made in Euros not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

E. Vacation/Sick/Leave

The Consultant is obliged to respect the regular working hours of the LAMP PCU (eight hours per days/five days per week). The Consultant will enjoy annual leave and sick leave rights in accordance with the laws of Montenegro.

**4. Project
Administration**

A. Coordinator

The Client designates Mr. Nikola Petrovic as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other

document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

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|--|--|
| 5. Performance Standards | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. |
| 6. Inspections and Auditing | The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures. |
| 7. Confidentiality | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| 8. Ownership of Material | Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. |
| 9. Consultant Not to be Engaged in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project. |
| 10. Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| 11. Assignment | The Consultant shall not assign this Contract or sub-contract any portion |

of it without the Client's prior written consent.

**12. Law
Governing
Contract and
Language**

The Contract shall be governed by the laws of Montenegro, and the language of the Contract shall be English.

**13. Dispute
Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

For the purpose of this clause:

"corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

"fraudulent practice" is any act or omission, including misrepresentation, that knowingly recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or avoid an obligation;

"collusive practices" is an arrangement between two or more parties designed to achieve improper purpose, including to influence improperly the actions of another party;

"coercive practices" is impairing or harming, or threatening to impair or harm, directly indirectly, any party or the property of the party to influence improperly the actions of a party;

"obstructive practice"
deliberately destroying, falsifying, altering or concealing of evidence material to investigation or making false statements to

investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge matters relevant to the investigation or from pursuing the investigation, or acts intended materially impede the exercise of the Bank's inspection and audit rights.

- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

Ministry of Sustainable Development
and Tourism

Mr. Branimir Gvozdenović,
Title: Minister



FOR THE CONSULTANT

M. Izgarević

Ms. Marina Izgarević,
Title: IT specialist-junior

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost of Services and Schedule of Rates

Annex A: Terms of Reference and Scope of Services

INFORMATION TECHNOLOGY SPECIALIST – JUNIOR FOR LAMP PCU

BACKGROUND

Summary of the Project's description

The development objective of the Land Administration and Management Project (LAMP) is: *to improve the efficiency of permitting and property registration.*

The beneficiaries of the investment will be: (a) the public living within the municipalities as more order is brought to the built environment; and (b) the business community as more transparent and efficient processes are facilitated. The level of informal development should be drastically reduced, such that unsustainable and unattractive developments are curtailed, yet the business community and the private citizen will be able to develop their own assets with greater ease and security. By the end of the Project it should be possible for the public to easily access information about the processes required to develop a business or property and to have access to the legal situation concerning a property, and the zone plans and the forms and procedures for applying to develop a property or obtain the necessary construction permits. This should result in less illegal developments and greater investment through formal procedures. The outcomes will be measured by a reduction in percentage of time spent on the compliance with the regulatory requirements, reduction in the number of steps and days required for permits or other documents, and better access to information.

The Project has three components:

(A) Real Estate Administration. This component concentrates on improving registration services to the public by improving the facilities at local offices, especially in Podgorica where the majority of transactions occur. Nationally there will improved service standards through improved technology and completion of at least 100,000 hectares of cadastre and registration records in selected areas. The Project will help READ to bring all forms of land and property records available to municipalities and other users 'on-line' and ensure that the READ will be able to provide basic maps in a timely manner to municipalities for planning and management purposes. The activities under the Project fit within the READ five year plan for 2008 to 2013, and includes four subcomponents: (i) improving registration services; (ii) information system development; (iii) provision of basic maps; and (iv) building the real estate cadastre REC).

(B) Improving Planning and Permitting. This component will support the Ministry of Sustainable Development and Tourism (MSDT) to improve the planning and permitting processes and strengthen the capacity of MSDT to support the planning sector in Montenegro. This component will also support those

municipalities that have limited funds to develop spatial and general plans in line with the recently approved national spatial plan. Podgorica municipality and the coastal municipalities can afford to develop their own urban plans, but all municipalities will benefit from the Project-sponsored planning standards and manuals and information systems that will streamline and improve the planning and permitting process. There are four subcomponents: (i) improving the planning process and support to the Ministry of Economic Development; (ii) improving the planning process at municipal level and completion of plans; (iii) improving construction permitting and inspection; and (iv) support to the business environment.

(C) Project Management. This component will support a Project coordination unit (PCU) to assist the MSDT with Project implementation of Component B and C and the existing technical services unit (TSU) under the MOF that will be responsible for fiduciary control and management. The PCU will also be responsible for monitoring and evaluation of Project activities and results.

THE IT SPECIALIST WILL FOCUS ON THE FOLLOWING ASPECTS OF THE FIRST TWO COMPONENTS:

Component A will provide support to the READ to further introduce the information technologies, as part of the Mid-term Programme, through development of an ICT strategy, development of Data model, development of MoUs for data exchange with key external stakeholders, integration of GIS and alphanumerical data in the READ systems, extension of the system functionalities and improved security, development and implementation of a Geoportal for public access, provision of data to the municipal urban planning departments and other external users, such as property taxation, notaries, banks, surveyors. Software development, licenses and hardware as necessary will be purchased. The project will provide technical assistance for the ICT Strategy implementation, quality assurance, quality control, Help Desk organization and provide IT staff training and support the users training at central and local level.

Component B will assist the MoED to develop an ICT strategy, user needs analysis, further development of data dictionary and standards, data model, agreements for data sharing/exchange, development and implementation of Urban Planning Management System and Urban Planning Geoportal for public access. The necessary Software development, licenses and hardware will be purchased. The project will provide technical assistance for the ICT Strategy implementation, quality assurance, quality control, Help Desk organization and provide IT staff training and will support the users training at central and local level.

SCOPE OF WORK

The PCU IT Specialist - Junior will be part of the Project Coordination Unit (PCU) and will report to the PCU Manager. The IT Specialist - Junior will be responsible for the overall coordination of all IT related project activities in order to ensure that the related Project objectives are achieved, within the time schedule and within the financial plan.

The IT specialist - Junior will support the MSDT and the municipalities to manage the implementation of all IT related activities and will provide guidance and support to the READ, as requested.

SPECIFIC TASKS AND RESPONSIBILITIES:

1. Support the MSDT to update the IT Project implementation plan for the component B;
2. Support the READ, as requested, to update the IT Project implementation Plan for component A;
3. Coordinate with the Component Coordinators the implementation of the IT plans of the project;
4. Develop ToR for the establishment of a Working Group at the MSDT to support the implementation of the IT related parts of the component A;
5. Coordinate the activities of the working groups formed by the MSDT for the IT parts implementation (working group for IT strategy development, working group for definition of user requests, working group/committee for description of business processes, working group for IT system establishment, expert teams). Work in cooperation with the Working Groups, established by the READ for the IT related parts of the component A;
6. Support the MSDT and the READ, if requested, to elaborate the Terms of References and the Technical specifications for all IT related project activities;
7. Manage the IT parts of the component B and provide project management assistance to the READ, if requested;
8. Manage all IT related contracts of the MSDT and the municipalities and advise READ, if requested, on the contract management (monitor the contracting process, timely execution of the contracted obligations, payment and finalization of the contract);
9. Elaborate Project Quality Assurance Plan and Risk Management Plan for the IT related parts of the project. If needed additional consultants could be hired, such as IT Project manager and Quality Assurance Manager, to support the MSDT and the READ to manage the Software development and implementation and to ensure the quality of the deliverables;
10. Work in close cooperation with the Quality Assurance Manager (Software development and quality control specialist) periodically carry out the quality audit in order to determine whether the procedures regarding the quality plan are respected;
11. Support and coordinate the work of all IT consultants, engaged under the project, especially with the consultants primarily working on the Information System development and implementation, as well as with the IT consultants engaged to support the MSDT and the READ. Determine and make available to the consultants all information necessary to perform their tasks;
12. Participate in the MSDT IT Working Group meetings and prepare conclusions relevant to the system .development and implementation;

13. Participate in the READ's IT Working Groups meetings, where appropriate;
14. Support the preparation and implementation of the IT capacity building and IT related training—IT technical training, IT basic training, IT Project management training, users training, study visits and all other activities, related to the capacity building of the IT departments within MSDT and READ;
15. Implement decisions made by the Project Steering Committee, related to the IT parts of the project;
16. In cooperation with the Component coordinators and the Procurement specialists, make provisions for the delivery and installation of IT equipment, software and networks. For the most complex activities a short-term consultants could be hired;
17. Provide professional assistance to the Procurement specialist while communicating with persons, participating in the IT bidding procedures;
18. Report to the Components Coordinators on a monthly base on the status of the IT related parts of the project, introduce all significant issues, problems accrued, deadlines respected, propose solutions and makes provisions on the those issues, which need the attention of the top management;
19. Support the establishment of a central electronic archive for the PCU documentation;
20. Make provisions that the PCU network and system always function at the satisfactory level;
21. Actively participate in the development of spatial database and control the entry documents within same

COMMUNICATION

The IT specialist – Junior will report to the PCU Manager, but may communicate directly with the Components Coordinators and the TSU as needed.

For strategically important decisions (under the jurisdiction of the Project Steering Committee) regarding the duties (assignments) described in the Terms of Reference, point 2 *Scope of Work*, the IT Specialist - Junior, through the PCU Manager, needs to obtain the approval of the Project Steering Committee or the Component coordinators.

REPORTING

- Prepare Monthly Progress Reports for all IT related activities;
- Prepare Quarterly Reports for the IT parts implementation, to be used for the preparation of the QRs to the Project Steering Committee;
- Prepare Minutes/Official notes from the meetings of the IT Working groups;
- Prepare Minutes from the meetings with the IT supplier's and IT consultants.

MEETINGS

The IT Specialist - Junior will:

1. Participate in the Project Steering Committee meetings, if requested;
2. Have weekly meetings with the IT Working Groups;
3. Have a regular meetings with the consultants, suppliers and contractors, in order to monitor the progress of their work;
4. Have ad-hoc meetings, when necessary.

DURATION OF SERVICES

Services are required for a period of 1 year, but can be extended until the project closing date. However, there will be an initial probation period of 3 months.

Annex B: Consultant's reporting Obligations

The IT specialist – Junior will report to the PCU Manager, but may communicate directly with the Components Coordinators and the TSU as needed.

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- Prepare Monthly Progress Reports for all IT related activities;
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- Prepare Minutes/Official notes from the meetings of the IT Working groups;
- Prepare Minutes from the meetings with the IT supplier's and IT consultants.

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates**(1) Remuneration of Staff**

Name	Net rate (per month in EUR)	Time spent (number of working months)	Total (EUR)
Ms. Marina Izgarević	900.00	12	10,800.00
Sub-Total (1)			10,800.00

(2) Other costs for Consultant

	Rate (per month in EUR)	Time spent (number of working months)	Total (EUR)
a) Social insurance	182.57	12	2,190.84
b) Health insurance	109.54	12	1,314.48
c) Tax obligations	92.17	12	1,106.04
All Taxes and contributions imposed on Consultant (a+b+c)	384.28	12	4,611.36
Sub-Total (2)			4,611.36

TOTAL COST = 10,800.00EUR +4,611.36EUR = 15,411.36EUR

CONTRACT CEILING: 15,411.36EUR

CRNA GORA
MINISTARSTVO ODRŽIVOG RAZVOJA I TURIZMA
PROJEKAT ZEMLJIŠNE ADMINISTRACIJE I UPRAVLJANJA

UGOVOR br. MNE-LAMP-7647- IC-CS-12-C.5.2
Specijalista informacionih tehnologija-mladi za LAMP projekat

između

Ministarstva održivog razvoja i turizma
(u daljem tekstu: **KLIJENT**)

i

g-đe. Marine Izgarević
(u daljem tekstu: **KONSULTANT**)

Avgust 01, 2013.



UGOVOR br. MN-LAMP-7647- IC-CS-12-C.5.2

OVAJ UGOVOR (u daljem tekstu „Ugovor“) je sklopljen na dan 01.08.2013. između **Ministarstva održivog razvoja i turizma**, koje zastupa g. Branimir Gvozdenović, ministar (u daljem tekstu „Klijent“) i koje ima sjedište u Ul. IV Proleterske brigade 19, 81000 Podgorica,

i
g-de.Marine Izgarević (u daljem tekstu „Konsultant“), sa adresom , 81400
Nikšić, Crna Gora.

S OBZIROM da Klijent želi da Konsultant obavlja usluge navedene u daljem tekstu i

S OBZIROM da je Konsultant voljan da savjesno obavlja ove usluge,

obje strane su saglasne sa sljedećim:

1. **Usluge**
 - (i) Konsultant će da izvršavati usluge navedene u „Aneksu A“, „Opis zadataka i obim usluga,“ koji čini sastavni dio ovog Ugovora („Usluge“).
 - (ii) Konsultant će obezbijediti izvještaje navedene u „Aneksu B“, „Konsultantove obaveze izvještavanja,“ u okviru vremenskog perioda navedenog u ovom Aneksu, uz angažovanje osoblja navedenog u „Aneksu C“, „Procjena cijena usluga, lista osoblja i cjenovnik“.
2. **Rokovi**

Konsultant će izvršiti usluge u periodu koji počinje **01.08.2013.** i traje do **31.07.2014.** godine ili u bilo kojem drugom periodu koji može biti dogovoren između Klijenta i Konsultanta u pisanoj formi.
3. **Plaćanje**
 - A. Gornja granica plaćanja po Ugovoru

Za naknadu za Usluge u skladu sa „Aneksom A“, Klijent će platiti Konsultantu iznos koji ne prelazi **EUR 15.411,36 bruto (10.800,00 EUR neto)**. Ovaj iznos je određen uzimajući u obzir da su u njega uključeni svi Konsultantovi troškovi i dobit, kao i svi porezi, doprinosi i davanja koja je Konsultant obavezan da izdvoji. Plaćanje po osnovu Ugovora se sastoji od nadoknade definisane u pod-paragrafu B niže i nadoknadivih troškova definisanih u pod-paragrafu C niže.
 - B. Plaćanje

Klijent će platiti Konsultantu za pružene usluge po cijeni koja se računa po utrošenom čovjek/mjesecu, gdje je radno vrijeme najviše 8 časova dnevno, u skladu sa dogovorenim cijenama navedenim u „Aneksu C“, „Procjene cijene Usluga, lista osoblja i cjenovnik“.
 - C. Naknada troškova



Klijent će platiti Konsultantu naknadu troškova, koji bi obuhvatali i bili ograničeni na sljedeće:

- (i) normalne i uobičajene troškove za službena putovanja i smještaj, štampanje-printanje i telefonske račune; putne troškove koji će biti nadoknađeni po cijenama manjim od prve putničke klase i moraju biti odobreni od strane Klijentovog koordinatora;
- (ii) sve ostale slične troškove koji su unaprijed odobreni od strane Klijentovog koordinatora.

D. Uslovi plaćanja

Plaćanje treba da bude u eurima u roku od 30 dana na osnovu fakture podnešene u duplikatu i ovjerene od strane Koordinatora u skladu sa paragrafom 4.

E. Godišnji odmor i bolovanja

Konsultant će imati prava na godišnji odmor i bolovanje u skladu sa crnogorskim zakonom o radu i radnom odnosu.

**4. Projektna
administracija**

A. Koordinator

Klijent određuje gosp. Nikolu Petrovića za Klijentovog Koordinatora, koji je odgovoran za koordiniranje aktivnosti unutar Ugovora, za primanje i odobravanje faktura, za plaćanje, te za prijem dokumenata od strane Klijenta.

B. Pregled utrošenih radnih sati

Tokom rada u okviru ovog Ugovora, uključujući rad na terenu, od Konsultatovih zaposlenika, koji će obavljati usluge unutar ovog Ugovora, moglo bi se tražiti da popune Pregled utrošenih radnih sati ili bilo koji drugi dokument koji se koristi za pregled utrošenog vremena, kao i troškova, po instrukcijama Koordinatora projekta.

C. Izveštaji o troškovima i računi

Konsultant treba da ima tačan i sistematičan izveštaj i račune u skladu sa svojim Uslugama, koji će jasno identifikovati sve rashode i troškove. Klijent zadržava pravo da pregleda račune ili da odabere uglednu računovodstvenu firmu koja će izvršiti reviziju Konsultantovih izveštaja koji se odnose na iznose potraživanja po osnovu ovog Ugovora tokom njegovog trajanja i bilo kakvog produžavanja, i za period od tri mjeseca poslije.

**5. Standard
izvršavanja**

Konsultant će preuzeti obavljanje dužnosti sa najvišim standardima profesionalne i etičke odgovornosti i poštenja. Konsultant treba smjesta da



- dužnosti** zamijeni bilo kog radnika u okviru Ugovora za koga Klijent ustanovi da nije zadovoljavajući.
- 6. Povjerljivost** Konsultant ne smije, u periodu trajanja ovog Ugovora i dvije godine nakon njegovog isteka, odati vlasničku ili povjerljivu informaciju koja se tiče Dužnosti Konsultanta, ovog Ugovora ili posla Klijenta bez ranijeg pisanog odobrenja Klijenta.
- 1. Materijalno vlasništvo** Bilo koje istraživanje, izvještaj ili drugi materijal, planovi, softver ili drugo, što je pripremljeno od strane Konsultanta za Klijenta po osnovu ovog Ugovora treba da pripada i ostane u vlasništvu Klijenta. Konsultant može zadržati kopiju ovih dokumenata i softvera.
- 8. Aktivnosti u koje Konsultant ne smije biti uključen** Konsultant se složio da tokom trajanja ovog Ugovora i nakon njegovog završetka, Konsultant i bilo koja strana povezana sa njim će biti isključena iz isporuke dobara, radova ili usluga, (a da nisu Usluge ili bilo koje drugi njihov nastavak) za bilo koji projekat koji je proistekao iz ili je usko vezan za Usluge.
- 9. Osiguranje** Konsultant će sam biti odgovoran za plaćanje osiguranja.
- 10. Ustupanje** Konsultant neće izvršiti prenos (ustupanje) ovog Ugovora ili Podugovora ili bilo kojeg njegovog dijela, bez prethodne pismene saglasnosti Klijenta.
- 11. Mjerodavno pravo i jezik ugovora** Ugovor je regulisan zakonima Crne Gore, a jezik ugovora će biti engleski jezik.
- 12. Rješavanje sporova** Bilo koji nesporazum koji proiziđe iz ovog ugovora, koji ne može biti prijateljski riješen između dvije strane, biće upućen na arbitražu/presudu u skladu sa zakonom države Klijenta.
- 13. Ostalo** Klijent može prekinuti Ugovor sa Konsultantom, u roku od najmanje mjesec dana i to u pisanom obliku, nakon nastupanja okolnosti navedenih u podstavkama od (a) do (d) ovog Člana:
(a) ako Konsultant ne ispravi greške u izvršavanju svojih obaveza predviđenih ovim Ugovorom u roku od mjesec dana od dana prijema pisane doznake ili bilo kojeg drugog perioda koji se dalje može dogovoriti sa Klijentom u pisanoj formi;
(b) ako Konsultant postane insolventan ili bankrotira;
(C) ako je Konsultant, po procjeni Klijenta, uključen u korupciju ili prevare i druge nečasne radnje vezane za izvršavanje ovog Ugovora.
- U svrhu ove Klauzule:
"korupcija" znači ponuda, davanje, primanje ili traženje bilo kakvih vrijednosti što bi uticalo na rad zvaničnih lica u procesu izbora ili izvršavanju



ugovora;
"varanje" znači pogrešno predstavljanje činjenica s ciljem uticanja na proces izbora ili izvršavanja ugovora na štetu Zajmoprimca, i uključuje zavjeru između Konsultanata (prije ili nakon podnošenja ponuda) s ciljem formiranja cijena na nekonkurentnom nivou i lišavanja Zajmoprimca prednosti koju pružaju slobodna i otvorena konkurencija;
(d) ukoliko Klijent iskoristi svoje diskreciono pravo i odluči da prekine ovaj Ugovor.

ZA KLIJENTA:

ZA KONSULTANTA:

G. Branimir Gvozdenović, ministar

G-đa. Marina Izgarević



LISTA ANEKSA

ANEKS A

Opis zadataka i obim usluga

ANEKS B

Konsultantove obaveze izvještavanja

ANEKS C

Pregled troškova usluga, lista osoblja i cjenovnik



Specijalista informacionih tehnologija-mlađi

UVODNE NAPOMENE

Opis Projekta

Razvojni cilj Projekta zemljišne administracije i upravljanja u Crnoj Gori (Projekat) je poboljšanje efikasnosti sistema izdavanja dozvola i uknjižbe nekretnina. To će dovesti do razvoja tržišta nekretnina u zemlji, ostvarivanje ekonomskih efekata i podizanja životnog standarda stanovništva Crne Gore kroz porast njihovih prihoda.

Projekat ima tri komponente:

(A) Uprava za nekretnine. Ova komponenta se koncentrisana na poboljšanje usluga uknjižbe nekretnina za građane posebno u Podgorici gdje se vrši većina uknjižbi. Poboljšaće se standardi za pružanje usluga kroz poboljšanu tehnologiju i završetak snimanja najmanje 100.000 hektara katastra i njegovom uknjižbom u odabranim oblastima. Projekat će pomoći Upravi za nekretnine da sve forme zemljišnih katastara i katastara nekretnina prevede na sistem 'on-line' i učini dostupnim opštinama i drugim korisnicima, kao i da Uprava blagovremeno obezbijedi osnovne mape opštinama za potrebe izrade planova i upravljanja. Aktivnosti za Upravu za nekretnine u petogodišnjem planu od 2008 do 2013 uključuju 4 potkomponente: (i) unapređenje poslova uknjižbe; (ii) razvoj informacionog sistema; (iii) obezbjeđivanje osnovnih mapa; i (iv) izgradnju katastra nekretnina.

(B) Unapređenje procesa planiranja i izdavanja dozvola. Ova komponenta će pružiti podršku Ministarstvu održivog razvoja i turizma (MORT) na unapređenju procesa planiranja i izdavanja dozvola i jačanju kapaciteta Ministarstva radi podrške sektoru planiranja u Crnoj Gori. Kroz ovu komponentu će se takođe pomoći onim opštinama koje raspolažu ograničenim resursima da izrade generalne planove u skladu sa nedavno usvojenim Prostornim planom države. Podgorica i primorske opštine imaju sredstava za izradu planova, ali će sve opštine imati koristi od projekta – unapređenje standarda planiranja, Priručnika i informacionog sistema za podršku procesa planiranja i izdavanja dozvola. Komponenta uključuje 4 potkomponente: (i) unapređenje procesa planiranja i podrške Ministarstvu; (ii) unapređenje procesa planiranja na opštinskom nivou i završetak planova; (iii) unapređenje procesa izdavanja dozvola za gradnju i inspekcije; i (iv) podrška poslovnom okruženju.

(C) Upravljanje Projektom. Ovom komponentom se pruža podrška Jedinici za koordinaciju Projekta (PCU) koja će pomagati Ministarstvu u realizaciji Komponente B i C i postojećoj Jedinici tehničke podrške (TSU) koja radi u okviru Ministarstva



finansija i zadužena je za finansijsku kontrolu i upravljanje. Projektna jedinica će takođe biti zadužena za praćenje i ocjenu svih Projektnih aktivnosti i rezultata.

IT specijalsita će se fokusirati na sledećim dvijema komponentama

Komponenta A će pružiti podršku UZN na unapređenju informacionih tehnologija koje su sastavni dio srednjoročnog programa implementacije ICT strategije, razvoju modela podataka, razvoju MoUs za razmenu podataka sa spoljnim ključnim korisnicima integracije GIS i alfanumeričkih podataka u sistem UZN, proširenje funkcionalnosti sistema i poboljšanu bezbjednost, razvoju i implementaciji geoportala za javni pristup, dostupnost podataka opštinskim sektorima za planiranje i drugim spoljnim korisnicima, kao što službe oporezivanja imovine, notari, bankari, geometri. Vršice se nabavka hardvera i softvera po potrebi. Projekat će pružiti tehničku podršku u implementaciji ICT strategije, osiguranju kvaliteta, kontroli kvaliteta, pomoći pri organizovanju obuke za kadrove i podrške korisnicima kroz obuke na centralnom i lokalnom nivou.

Komponenta B će pomoći MORT da razvije ICT strategiju, izvršice analizu potreba korisnika, omogućiti dalji razvoj rečnika podataka i standarda, modela podataka, formiranje ugovora za dijeljenje podataka/razmjenu, razvoj i implementaciju sistema za podršku prostornom planiranju i formiranju Geoportala za javni pristup. Vršice se nabavka hardvera i softvera po potrebi. Projekat će pružiti tehničku podršku u implementaciji ICT strategije, osiguranju kvaliteta, kontroli kvaliteta, pomoći pri organizovanju obuke za kadrove i podrške korisnicima kroz obuke na centralnom i lokalnom nivou.

OBIM POSLA

PSU IT specijalista mlađi je dio jedinice za koordinaciju projekta (PCU) i izvještaje će podnositi PSU Menadžeru. IT specijalista – mlađi će biti odgovoran za sveukupnu koordinaciju svih projektnih aktivnosti vezanih za IT kako bi se osbezbjedilo da se projektni ciljevi dostignu u planiranom vremenskom periodu i finansijskom planu. IT specijalista – mlađi će podržati MORT i opštine u implementaciji svih aktivnosti za i po potrebi davati uputstva i podršku Upravi.

KONKRETNI ZADACI I NADLEŽNOSTI

1. Podrška za ažuriranje IT plana za komponentu B;
2. Podrška UZN ukoliko je potrebno, kod pripreme Plana implementacije IT projekta za komponentu A;
3. Koordinacija implementacije IT planova projekta sa koordinatorima komponenti;
4. Razvijanje projektnih zadataka za osnivanje Radne grupe u Ministarstvu za podršku implementacije IT zadataka komponente A;
5. Koordinacija aktivnosti radnih grupa koje je formiralo Ministarstvo za implementaciju IT djelova projekta (radna grupa za razvoj IT strategije, radna grupa za definisanje zahtjeva korisnika, radna grupa/komisija za opis poslovnih procesa, radna grupa za uspostavljanje IT sistema, stručni timovi). Saradnja sa radnim grupama koje je osnovala Uprava za IT djelove komponente A;
6. Podrška Ministarstvu i Upravi, ukoliko je potrebno, za elaboraciju Projektnih zadataka i tehničke specifikacije za sve projektne aktivnosti vezane za IT;



7. Upravljanje IT djelovima komponente B i pružanje podrške kod upravljanja projektom Upravi ako je potrebno;
8. Vođenje svih ugovora Ministarstva i opština vezanih za IT i savjetovanje Uprave ako je potrebno o vođenju ugovora (nadgledanje procesa ugovaranja, blagovremeno izvršavanje ugovorenih obaveza, plaćanje i finalizacija ugovora);
9. Elaboracija Plana obezbjeđenja kvaliteta i Plana upravljanja rizikom za IT djelove projekta. Ako je potrebno, može se angažovati još konsultanata, kao što su Menadžer IT projekta i Menadžer za obezbjeđenje kvaliteta da daju podršku Ministarstvu i Upravi kod upravljanja razvojem i implementacijom softvera i obezbijede kvalitetan rezultat;
10. Bliska saradnja sa Menadžerom za obezbjeđenje kvaliteta (specijalista za razvoj softvera i kontrolu kvaliteta), periodično izvođenje revizija kvaliteta kako bi se odredilo da se procedure vezane za plan kvaliteta poštuju;
11. Podrška i koordinacija rada svih IT konsultanata angažovanih na projektu, posebno konsultanata koji rade na razvoju i implementaciji informacionog sistema kao i sa IT konsultantima angažovanim da podrže Ministarstvo i Upravu. Odrediti i dati na raspolaganju konsultantima sve informacije neophodne za obavljanje njihovih zadataka;
12. Učešće na sastancima IT radne grupe Ministarstva i priprema zaključaka relevantnih za razvoj i implementaciju sistema;
13. Učešće, kada je potrebno, na sastancima Radnih grupa Uprave;
14. Podrška kod pripreme i implementacije izgradnje IT kapaciteta i obuka vezanih za IT-It tehnička obuka, osnovna IT obuka, obuka za upravljanje IT projektima, obuka korisnika, studijske posjete i sve druge aktivnosti vezane za izgradnju kapaciteta It odjeljenja u okviru Ministarstva i Uprave;
15. Sprovođenje odluka koje donose Koordinacioni odbor projekta vezano za IT djelove projekta; u tenderskim procedurama za IT;
16. U saradnji sa Koordinatorima komponenti i specijalistima za nabavku, obezbjeđuje nabavku i instalaciju IT opreme, softvera i mreže. Za najkompleksnije aktivnosti mogu se angažovati konsultanti na kratak rok;
17. Pružanje profesionalne pomoći specijalisti za nabavku uz komunikaciju sa osobama koje učestvuju u tenderskim procedurama za IT;
18. Izvještavanje Koordinatora komponenti na mjesečnoj osnovi o statusu IT djelova projekta, predstavljanje svih značajnih pitanja, problema, poštovanje krajnjih rokova, predlaganje rješenja i obezbjeđenje uslova za ona pitanja koja zahtijevaju pažnju po menadžera;
19. Podrška uspostavljanju centralne elektronske arhive za dokumentaciju PCU;
20. Obezbjedivanje uslova da PCU mreža i sistem uvijek funkcionišu na zadovoljavajući način;
21. Aktivno učestvuje u kreiranju prostorene baze podataka i kontroli unosa dokumenata u istu.



KOMUNIKACIJA

IT specijalista će izvještavati Menadžera Pcu, ali može direktno komunicirati sa Koordinatorima komponenti i TSU ako je potrebno.

Za strateški važne odluke (iz nadležnosti Koordinacionog odbora projekta) vezano za dužnosti (zadatke) opisau Projektnim zadacima, tačka 2 *Obim posla*, IT specijalista, preko Menadžera PCU, treba da dobije odobrenje Koordinacionog odbora projekta ili Koordinatora komponenti.

IZVJEŠTAVANJE

IT specijalista će:

- Učestvovati na sastancima Koordinacionog odbor projekta ako je potrebno;
- Imati nedeljne sastanke sa IT radnim grupama;
- Imati redovne sastanke sa konsultantima, dobavljačima i preduzimačima kako bi se nadgledao napredak u njihovom radu;
- Imati ad-hoc sastanke kada je potrebno

TRAJANJE USLUGA

Period angažovanja je jedna godina, uz mogućnost produženja. Biće pripremljen inicijalni ugovor za jednu godinu (uz probni rad od 3 mjeseca) i taj ugovor će se obnavljati do kraja projekta učinak bude zadovoljavajući.



Aneks B: Konsultantove obaveze izvještavanja

IT specijalista će izvještavati Menadžera PCU, ali može direktno komunicirati sa Koordinatorima komponenti i TSU ako je potrebno.

Za strateški važne odluke (iz nadležnosti Koordinacionog odbora projekta) vezano za dužnosti (zadatke) opisuju Projektnim zadacima, tačka 2 *Obim posla*, IT specijalista, preko Menadžera PCU, treba da dobije odobrenje Koordinacionog odbora projekta ili Koordinatora komponenti.

- Priprema mjesečne izvještaje o napretku za sve aktivnosti vezane za IT
- Priprema kvartalne izvještaje za implementaciju IT djelova projekta koji će se koristiti za pripremu kvartalnih izvještaja za Koordinacioni odbor projekta.
- Priprema zabilješke/zvanične zapisnike sa sastanaka radnih grupa
- Priprema zabilješke sa sastanka sa IT dobavljačima i IT konsultantima.



ANEKS C Procjena troškova, usluga, lista osoblja i cjenovnik

(1) Naknade osoblja

Ime	Cijena (mjesečno u EUR)	Utrošeno vrijeme (broj mjeseci)	Ukupno (EUR)
Marina Izgarević	900	12	10.800,00
Svega (1):			10.800,00

(2) Ostali troškovi za Klijenta

	Cijena (mjesečno u EUR)	Mjeseci	Ukupno (EUR)
(a) Penzijsko osiguranje	182,57	12	2.190,84
(b) Zdravstveno osiguranje	109,54	12	1.314,48
(c) Porezi	92,17	12	1.106,04
Svi porezi i doprinosi za Konsultanta	384	12	4.611,36
Svega (3):			4.611,36

UKUPNI TROŠKOVI: (1) + (2) = 10.800,00+ 4.611,36= 15.411,36 EUR

MAKSIMALNI IZNOS UGOVORA: 15.411,36 EUR

za Vesna Radunović
 stalni sudski tumač
 za englesni jezik
 postavljen-a rješenjem ministra pravde
 Br. 33-M/01 od 14. 01. 1991.
 potvrđujem da je ovaj prevod vjeran originalu, koji je
 sastavljen na englesnom jeziku
 Troškovi prevoda iznose
 u početku na dan 03.10.2013.
 Datum VR

