



Crna Gora
MINISTARSTVO POLJOPRIVREDE
ŠUMARSTVA I VODOPRIVREDE
Rimski trg br. 46, Podgorica

Broj: 07-319/21-14846/1

Datum: 22-12-2021

MONTENEGRO

Ministry of Agriculture, Forestry and Water Management
Sava and Drina River Corridors Integrated Development Program (SDIP)

CONTRACT No.: MNE-SDIP-91300-ME-IC-CS-21-3.6
Civil Engineer for Project support

between

Ministry of Agriculture, Forestry and Water Management
(Hereinafter referred to as "the Client")

and

Ms. Zdenka Ivanović
(hereinafter referred to as "the Consultant")

Podgorica, December 20, 2021

CONTRACT
No. MNE-SDIP-91300-ME-IC-CS-21-3.6
Civil Engineer for Project support

THIS CONTRACT ("Contract") is entered into this December 20, 2021, by and between **Ministry of Agriculture, Forestry and Water Management** ("the Client") having its principal place of business at Rimski trg 46, 81000 Podgorica, Montenegro, and **Ms. Zdenka Ivanović** ("the Consultant") having its address at _____ ;

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

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 December 20, 2021 and continuing through March 31, 2023 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 a ceiling of **62,500.00EUR**. 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 per man/day 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 EUR not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project
Administration**

A. Coordinator

The Client designates Mr. Željko Furtula, Acting General Director of Directorate for Water Management, 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 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.

**5. Performance
Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

- 6. Inspections and Auditing**
- 6.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 6.2 The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause 15 which provides inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause 6.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing 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. Conflict of Interests**
- 9.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 9.1.1 The payment of the Consultant pursuant to the Contract shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause 9.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 9.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates**
- 9.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with

- Not to Engage in Certain Activities** such Sub-consultants, be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 9.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 9.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract 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 this 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.
 - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**15. Corrupt and
Fraudulent
Practices**

15.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the Contract.

FOR THE CLIENT
Ministry of Agriculture, Forestry,
and Water Management



Aleksandar Stijović
Mr. Aleksandar Stijović, MSc, Minister

FOR THE CONSULTANT

Zdenka Ivanović
Ms. Zdenka Ivanović, Consultant

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014:

“Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the 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/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

Annex A: Terms of Reference and Scope of Services

1. Background

The Drina River (**Error! Reference source not found.1**) is a 346 km long international river and represents a significant part of the border between Bosnia and Herzegovina (BH) and Serbia (SRB). It is the longest tributary of the Sava River and the longest karst river in the Dinaric Alps belonging to the Danube River Basin. Originating in the Dinaric Alps in MNE at an altitude of 2,500 meters, the Drina River drains a vast karst plateau which receives the highest annual rainfall in Europe (up to 3,000 mm). Originating from the Tara and Piva Rivers, both rising in MNE and converging at the border with BH, the middle and lower Drina River forms the border between BH and SRB over a length of 220 km before joining the Sava River.

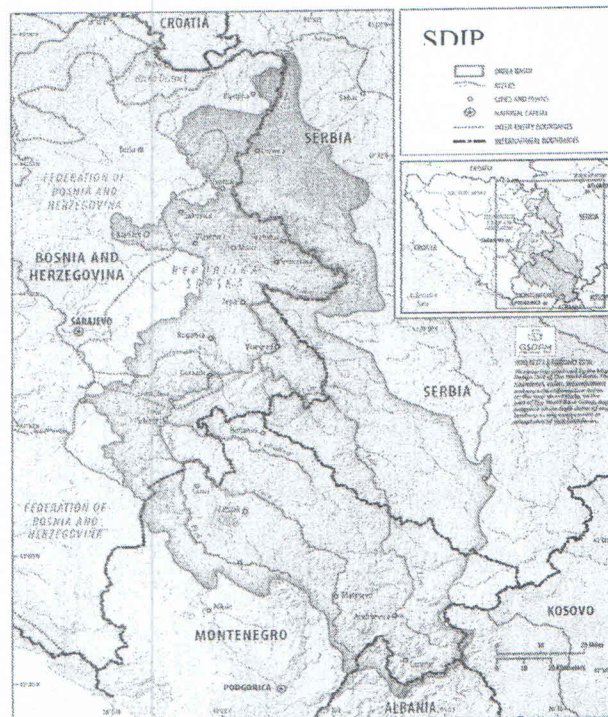


Figure 1: Drina river basin

The overall objective of the Project is:

- Flood prevention in the Lim River Basin (with Grnčar River) with the aim of mitigating the impact of climate change;
- Assessment of climate change impacts on groundwater aquifers in the Lim river basin, and
- Integration of environmental and social measures in all stages of Project implementation.

The direct beneficiaries of the project are local authorities who will benefit from project activities related with flood protection, rehabilitation and irrigation of rivers Lim and Grnčar.

Institutional beneficiaries are comprised of the:

- Ministry of Agriculture, Forestry and Water Management (MOAFWM), including the Water Management Authority.

Project Components

The Project comprises three main components:

Component 1: Multi-state cooperation in trans-boundary DRB management,

Component 2: Pilot investments for integrated DRB management including flood and drought management as well as climate change resilience, and

Component 3: Project management, monitoring, evaluation and auditing.

Component 3: Project Management

The objective of this component is to support the MOAFWM to carry-out project implementation as well as monitoring and evaluation according to the agreed mainstreamed arrangements. It will support the Project Implementation Unit (PIU) in the MOAFWM. The PIU, headed by the representative of MOAFWM – Director General of the Directorate for Water Management will comprise of a Project Manager, a Monitoring and Evaluation (M&E) Specialist, a Safeguard Specialist as well as two technical specialists, i.e., the IT Officer and Civil Engineer. The Safeguards Specialist of the PIU will monitor the implementation of the Environmental and Social Management Framework, which is an integrated part of the implementation of project activities. The PIU M&E Specialist will coordinate the data collection and reporting on key performance outputs and impact indicators and will provide support to the MOAFWM with preparation of the semi-annual progress reports, to be submitted to the Bank.

Support for the project implementation will include: provision of technical assistance, training, equipment and incremental operating costs to support project management and monitoring; and support implementation of Bank fiduciary requirements that will be provided by the Technical Service Unit under the Ministry of Finance. It will also support financial audits and surveys as required for monitoring and evaluation of project results and impacts.

Objective of the assignment

Under SDIP project there are building activities of the embankments on the Lim and Grnčar rivers, that has to be followed. Dyke construction activities are supported and the civil engineer specialist will be asked to give opinion / statement on all project activities related to construction / reconstruction / adaptation project, BoQ and related things, when necessary.

The Ministry of Agriculture, Forestry and Water Management needs the technical services of the Building and construction branch since there is no such staff under the MoAFWM, and who will be responsible for building and construction policies (national and the WB requests) following and control the payment request from the aspect of building and construction issues, and all in frame of the above-mentioned project implementation.

Scope of Services

The civil engineer specialist (The Consultant) shall:

The Consultant shall:

- Monitor and report on the overall compliance of the embankment's construction under SDIP project,
- Participate in evaluation committee for SDIP project under activities with the construction works or other necessary activities related to water management within the project,
- Giving advices on documentation for activities considering construction works, and be responsible for review of submitted designs, and confirming that (1) it fully complies with the national standards; (2) that all relevant permits according to national legislation have been obtained, are complete and legally valid; (3) that technical documentation is fully in accordance with the national standards and is complete in respect to description, technical details and bill of quantities; (4) that technical description and bill of quantities correspond to each other; and (5) that technical description and bill of quantities are prepared in such a way not to give preference to any particular manufacturer/producer,
- Visiting the construction sites and preparation of reports, when necessary,
- Liaise with the national and local authorities responsible for building and construction legislation,
- Specialist's work related to providing professional support to the Project Coordinator and Project Manager, in accordance with the Contract on execution of works, which will be concluded with the contractor, within the agreed deadline,
- Prepare semi-annual building and construction safeguards supervision reports by June 1 and December 1 of each calendar year,
- Support the Bank expert during supervision missions and undertake follow-up actions as necessary,
- Report to the World bank and to the beneficiary about grants building and construction issues considering project implementation always when necessary and required (by WB, beneficiary and PIU).

Institutional Arrangements

The Consultant will work under the authority of the MoAFWM and will report to the Project manager and to the Project Coordinator designated by the Ministry, on a regular basis regarding pace of the Project preparation. The project offices will be provided by the beneficiary, or paid from the Project funds, if necessary.

Duration of the assignment

The Consultant shall be engaged to follow the building and construction issues, and will be contracted on for approximately 250 days, and will work based on the PIU/Beneficiary's needs.. The consultancy is expected to start in December 2021 and continue up to the infrastructure works will finish.

Engagement

The Civil engineer shall deliver all the needed support until the end of the Project, at the monthly rate that will be dependent on the qualifications and the acquired experience, as well as approved Project budget.

Consultant will be selected in accordance with the Individual Consultant method (IC) set out in the World Bank's "Procurement Regulations for IPF Borrowers" July 2016, Revised November 2017.

Indicative time and engagement will be 250 working days during the period 12/2021 – 03/2023.

Qualifications

Qualification (**mandatory**) criteria

- Minimum Bachelor's Degree in Civil engineering or Hydro-engineering
- At least 10 years of experience in water management – hydro-engineering
- Experience within the River Basins and similar environmental projects
- Proven experience on at least two projects of working in line with the Montenegrin laws related to hydro-engineering
- Driving license
- Computer literacy
- Written and spoken fluency in English

Evaluation criteria

- General experience in water management and hydro-engineering (40%)
- Experience with flood management, designing and construction of embankments (40%)
- Experience with civil works supervision (civil engineering or environmental projects) in the last seven years is strongly preferred. (20%)

Successful management of the project requires a dynamic person, with excellent communication skills, who is ready to work in a team and contribute to a positive team spirit.

Annex B: Consultant's Reporting Obligations

The Consultant will work under the authority of the MoAFWM and will report to the Project manager and to the Project Coordinator designated by the Ministry, on a regular basis regarding pace of the Project preparation. The project offices will be provided by the beneficiary, or paid from the Project funds, if necessary.

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

Name	Rate per day (EUR)	Time spent (number of working days)	Total (EUR)
Zdenka Ivanović	250.00	250	62,500.00
Sub-Total (1)			

(2) Other costs for Consultant

	Rate (per return flight/day)	Flights/Days	Total (EUR)
(a) International Travel			
(b) Per Diem			
(c) Translation			
(d) Other (if applicable)			
		Sub-total (3)	

CONTRACT CEILING: 62,500.00 EUR