



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

Broj: 04-319/21-2680/1

Datum: 06-05-2021

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-21-3.10
Environmental & Social Safeguard Consultant

between

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

and

Ms. Irem Silajdžić
(hereinafter referred to as "the Consultant")

Podgorica, April 19, 2021

CONTRACT
MNE-SDIP-91300-ME-IC-CS-21-3.10

THIS CONTRACT ("Contract") is entered into this April 19, 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. Irem Silajdžić** ("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 April 19 2021 and continuing through December 31, 2021 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 **7,500.00EUR**. 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. Milica Maraš, 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 Not to Engage in Certain Activities** 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 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** 9.1.4 The Consultant shall not engage, and shall cause its Experts as

- of Conflicting Activities** 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.
 - (e) The Consultant may terminate the Contract, by not less than thirty (30) calendar days after written notice to the Client.

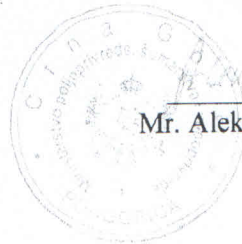
**15. Corrupt and
Fraudulent
Practices**

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 CONSULTANT

Ms. Irem Silajdžić, Consultant

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



Mr. Aleksandar Stijović, MSc, Minister

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 Basin (DRB) is central to economic, environmental and social development of the Balkan Peninsula.

The Drina River Basin (DRB) has a surface area of 19,680 km² and spreads over territory within principally three riparian countries: Bosnia and Herzegovina (BiH), which is subdivided into two entities, Republic of Srpska (RS) and Federation of Bosnia-Herzegovina (FBiH), Montenegro and Republic of Serbia. The division of territory within DRB and the geographical determination is shown in Figure 1.



Figure 1: Drina River Basin

2. OBJECTIVES OF THE ASSIGNMENT

The objective of the Project is to improve waterway navigability, flood protection, hydropower production and landscape management through strengthened transboundary water management along the Sava and Drina corridor. This regional program, through a range of studies, policy dialogue and investments would aim to strengthen capabilities and economic development of the riparian countries, by jointly selecting priorities for support in technical assistance, dialogue, institutional strengthening, and investment with focus on the accession process for non-EU members and compliance agenda of new members.

The Ministry of Agriculture, Forestry and Water Management (MoAFWM) of Montenegro seeks the Consultancy Services of an experienced Individual Consultant "Environmental & Social Safeguard Consultant" as part of the PIU (part-time engagement). The objective of this assignment is monitoring compliance of the Project activities with Environmental & Social Safeguard instruments.

3. SCOPE OF WORK

Duties and Responsibilities: The specific tasks stipulated in this ToRs to be undertaken by the E&SS include, but are not limited to the following:

- The Consultant will train junior Environmental and Social home based experts;
- Undertake site visits and on the ground review, check and document compliance with site specific measures as presented in site-specific ESMPs;
- Provide guidance to contactors, site supervisors and other stakeholders on manners of implementation and documentation of compliance related to environmental mitigation and monitoring measures, as presented in site-specific ESMPs;
- Provide that all documents necessary to ensure full compliance with Environmental & Social Safeguard instruments environmental and Social Management Plans (ESMPs) and Resettlement Actions Plans (RAPs) are prepared, regularly updated and are available to relevant stakeholders;
- Ensure that project activities, being developed as a part of the Project, are designed to include avoidance of potential social and environmental risks, as recommended to ESMPs and RAPs already prepared;
- Provide overall Environmental and Social Management oversight during the implementation of the Project activities and advice the Client in addressing the environmental issues;
- Ensuring that each subproject and activities under the project is subjected to the Project ESMP procedures;
- Review subproject and activity plan, design, cost, and bid documents and be involved in procurement of Civil Works and Supervision to ensure that Civil Works and Supervision contracts include provisions concerning the Environmental and Social Safeguard issues;
- Coordinate with junior home based Environmental and Social experts in obtaining all necessary permits;
- Coordinate with the junior home based Environmental and Social experts, who will communicate with Local Governments, Contractors and with the Environmental, Social, Health and Safety (ESHS) Expert that is part of the Supervision Team in all matters related to design, implementation, documenting and reporting on environmental compliance, as indicated in site-specific ESMPs;
- Monitor implementation of site-specific ESMPs by the Contractors to ensure that appropriate management process and procedures are in place, that Environmental and Social Safeguards related measures are adequately addressed and to ensure that in the event of a noncompliance agreed remedial actions are applied and documented;
- Check and ensure that the regular reports are prepared and timely submitted by the Contractor as per content agreed and provide comments, as appropriate;
- Observe preparation of the Semi-Annual ESMP Compliance Reports by local Environmental and Social experts, as per provided outline, as requested by the World Bank;

- Participate at regular and other missions and technical visits by the World Bank and work closely with the World Bank Environmental and Social Specialists in ensuring the Project's compliance with relevant environmental and social policies;

Engagement

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 and August 2018) ("Procurement Regulations").

Contract type will be time-based.

Institutional Arrangements

The Environment and Social Safeguard specialist will work under the authority of the Ministry of Agriculture and Rural Development and will report to the Project Coordinator (General Director of Directorate) 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. The project offices and IT equipment will be provided by the Client.

Duration of the assignment

Environment and Social Safeguard specialist shall be engaged to work on the Environment and Social risks for minimum 25 working days in 2021, which can be extended if necessary. Also, contract can be extended if necessary.

4. QUALIFICATIONS REQUIREMENTS

The person suitable for the position of the Environmental & Social Safeguard Consultant should have the following qualifications:

Mandatory criteria:

- University degree;
- A minimum of 10 (ten) years of relevant experience in environmental management and environmental analyses;
- A minimum of 5 (five) years of relevant experience in water sector and environment;
- Knowledge of the Montenegrin regulations and laws (particularly in the EIA processes) is required;
- Proficiency to use the computer and office software packages (word processing, spreadsheet etc.);

Fluent written and spoken local language and English.

Evaluation criteria:

- Preferable Masters University Degree in the Environmental Sciences, Environmental Engineering, or equivalent professional qualifications appropriate to this Consultancy Services (10%)
- Number of years of relevant experience in environmental management and environmental analyses (35%);

- Number of years of relevant experience working on aspects of social impacts assessment (20%)
- Number of years of relevant experience in water sector and environment (20%);
- Familiarity with the World Bank Safeguard policies will be an advantage (7.5%);
- Experience in handling of web-based data and Management Information Systems will be advantage (7.5%);

Annex B: Consultant's Reporting Obligations

The Monitoring and Evaluation officer will work under the authority of the Ministry of Agriculture, Forestry and Water Management and will report to the Project Coordinator (General Director of Directorate) on a regular basis regarding pace of the Project implementation. The project offices and IT equipment will be provided by the Client.

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

(1) Remuneration of Staff

Name	Net rate per day (EUR)	Time spent (number of working days)	Total (EUR)
Irem Silajđić	300	25	7500
Sub-Total (1)			7500

CONTRACT CEILING: 7500 EUR

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 (including local income taxes in Montenegro).