

Crna Gora
MINISTARSTVO ODRŽIVOG RAZVOJA I TURIZMA

Broj 04-120/1223
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-13-B.2.4.1

Training Assistant for LAMP Project Coordination Unit

between

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

and

Mr. Nikola Jovović
(hereinafter referred to as *CONSULTANT*)

July 01, 2013

CONTRACT No: MNE-LAMP-7647-IC-CS-13-B.2.4.1**Training Assistant for LAMP Project Coordination Unit**

THIS CONTRACT ("Contract") is entered into this July 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

Mr. Nikola Jovović, 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 July 01, 2013 and continuing through June 30, 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 **8,562.00EUR gross (6,000.00EUR 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.

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 or 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 or indirectly, any party or the property of the party to influence improperly the actions of a party;

"obstructive practice" is 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


Mr. Nikola Jovović,
Title: Training Assistant

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

FOR AN TRAINING ASSISTANT

Land Administration and Management Project Coordination Unit

1. Project Background

The Project objective is to improve the efficiency of permitting and the property registration system. This would help further develop the property market in the country, unleash economic benefits and elevate the living standards of Montenegrins by raising their incomes. The Project has three components as follows:

A) Real Estate Administration.

This component concentrates on improving registration services to the public. The Project will help the Real Estate Administration Department (READ) to bring all forms of land and property records 'on-line' and available to municipalities and other users, and ensure that READ will be able to provide basic maps in a timely manner to municipalities for planning and management purposes. The activities include four subcomponents: (i) improving registration services; (ii) information system development; (iii) provision of base 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 the MSDT to support the planning sector in Montenegro. This component will also support those municipalities that have limited funds to develop general plans in line with the recently approved National Spatial Plan (NSP). There are four subcomponents: (i) improving the planning process and support to the MSDT; (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 implementation of Component B and the existing Technical Services Unit (TSU) under the Ministry of Finance (MOF) that will be responsible for fiduciary control and management. The PCU will also be responsible for monitoring and evaluation of all Project activities and results.

2. Objective

The Training Assistant will perform the tasks defined in this TOR, ensuring that the relevant objectives are achieved within the time and costs targets specified in the PAD. The Training Assistant will cooperate with staff members from the PCU and will work within a multi-discipline team of permanent and temporary consultants recruited to fulfill certain tasks within the Project, and led by the Project Manager.

3. Scope of work

He/she will, through office and field work, provide all necessary support to the PCU staff in the following specific tasks:

- a) Assistance in the preparation of the annual training plan for the Project
- b) Communication and interaction with Monitoring and Evaluation and Training Specialist and Technical Coordinator/Planning Specialist in the implementation of the training program
- c) Technical and administration support in the monitoring, evaluation and training process and providing required information and resources for successful implementation of specific training programs
- d) Assist in the preparation of pre & post training activities:
 - Informing the participants about the schedule of training programs, assistance in preparation of an evaluation questionnaire and evaluation of the training program
 - Collecting and elaboration of evaluation questionnaires from the held education programs, production of reports, copying and distribution of materials to program attendees
 - Supervision and informing related to the training program implementation (list of participants, list of attendees etc., reporting and providing necessary information about the implemented training program related to the budget, time framework, locations and uses of planned activities.
- e) Assist & maintain a database (or spreadsheet matrix) of past and current training programs, participatory approach activities in development of SUPs, and other project activities.
- f) Assist in day-to-day activities related to project administration, meeting coordination (including taking minutes at meetings, distribution of minutes, etc.)
- g) Assist in organization of study tours, workshops including travel and other logistics.
- h) Assist in generating regular reports from the M&E system and assist the Monitoring and Evaluation and Training Specialist to generate the tables and reports that is required.
- i) Carry out any other duties according to skills and experience as required

3. Work Products/Deliverables

The products resulting from the work to be performed by the Training Assistant include:

- a) Monthly reports on work based on conducted training activities including numbers of staff trained, numbers of courses conducted and relevant evaluation paper enclosed,

as well as other activities mentioned in Scope of the work. Reports will be submitted to the PCU Manager and as the base on which payments will be made.

- b) Quarterly and annual reports to the PCU Manager on conducted training activities, and other activities mentioned in Scope of the work (based on monthly reports) and scheduled future events with all requirements and information for successful implementation.

The reports and information required may change depending on Project priorities.

4. Period of performance

The period of employment is for one year with a possible extension. An initial contract for one year will be prepared (with trial period of 3 months) and this will be renewed annually subject to satisfactory performance.

Annex B: Consultant's reporting Obligations

- Monthly reports on work based on conducted training activities including numbers of staff trained, numbers of courses conducted and relevant evaluation paper enclosed, as well as other activities mentioned in Scope of the work. Reports will be submitted to the PCU Manager and as the base on which payments will be made.
- Quarterly and annual reports to the PCU Manager on conducted training activities, and other activities mentioned in Scope of the work (based on monthly reports) and scheduled future events with all requirements and information for successful implementation.

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)
Mr. Nikola Jovović	500.00	12	6,000.00
Sub-Total (1)			6,000.00

(2) Other costs for Consultant

	Rate (per month in EUR)	Time spent (number of working months)	Total (EUR)
a) Social insurance	101.43	12	1,217.16
b) Health insurance	60.86	12	730.32
c) Tax obligations	51.21	12	614.52
All Taxes and contributions imposed on Consultant (a+b+c)	213.50	12	2,562.00
Sub-Total (2)			2,562.00

TOTAL COST = 6,000.00EUR + 2,562.00EUR = 8,562.00EUR

CONTRACT CEILING: 8,562.00EUR

Broj 04-583/1
Podgorica, 21. 02 2013. god.

MONTENEGRO
MINISTRY OF SUSTAINABLE DEVELOPMENT AND TOURISM
MONTENEGRO LAND ADMINISTRATION AND MANAGEMENT PROJECT

AMENDMENT 1
to the CONTRACT No. :
MNE-LAMP-7647-IC-CS-11-B.2.4.1

between

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

and

Mr. Nikola Jovović
(hereinafter referred to as "the CONSULTANT", Training Assistant)

Podgorica, February 28, 2013

CONTRACT Amendment #1

To the CONTRACT No.: MNE-LAMP-7647-IC-CS-11-B.2.4.1

THIS Amendment #1 is made on February 28, 2013 to the CONTRACT entered into February 28, 2012, by and between:

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

Mr. Nikola Jovović ("the Consultant") having his principal address
. 81400 Nikšić, Montenegro.

Where the parties hereby agree to change following terms and conditions of the CONTRACT:

Paragraph of the Contract:

2. Term

The Consultant shall perform the Services during the period commencing **February 28, 2012** and continuing through **February 28, 2013** or any other period as may be subsequently agreed by the parties in writing

Is changed and shall
now read:

2. Term

The Consultant shall perform the Services during the period commencing **February 28, 2012** and continuing through **April 30, 2013** or any other period as may be subsequently agreed by the parties in writing.

Paragraph of the Contract:

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 **6,849.48EUR**. This amount has been established based on the understanding that it includes all of the Consultants 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.

Is changed and shall
now read:

2. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of **7,991.06 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. 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.

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

Is changed and shall now read:

(1) Remuneration of Staff

Name	Rate /Month Net	Time spent (number of months)	Total EUR
Mr. Nikola Jovović	400.00	14	5,600.00
		Sub-Total (1)	5,600.00

(2) OTHER COSTS for the Client

Rate/month Gross	Rate /Month Net	Time spent (number of months)	Total EUR
All taxes and Contributions	170.79	14	2,391.06
		Sub-Total (1)	2,391.06

TOTAL COST: (1) + (2) = **5,600.00 + 2,391.06 = 7,991.06 EUR**

CONTRACT CEILING: 7,991.06 EUR

All other terms and conditions of the contract remain the same.

FOR THE CLIENT

Signed by Mr. Branimir Gvozdenović
Director

FOR THE CONSULTANT

Signed by Mr. Nikola Jovović
Title: Training Assistant

Broj 04-120/104
Podgorica, 22.04. ~~2013~~ god.

MONTENEGRO
MINISTRY OF SUSTAINABLE DEVELOPMENT AND TOURISM
MONTENEGRO LAND ADMINISTRATION AND MANAGEMENT PROJECT

AMENDMENT #2
to the CONTRACT No. :
MNE-LAMP-7647-IC-CS-11-B.2.4.1

between

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

and

Mr. Nikola Jovović
(hereinafter referred to as "the CONSULTANT", Training Assistant)

Podgorica, April 30, 2013

CONTRACT Amendment #2

To the CONTRACT
No.: MNE-LAMP-7647-IC-CS-11-B.2.4.1

THIS Amendment #2 is made on April 30, 2013 to the CONTRACT entered into February 28, 2012, by and between:

Ministry of Sustainable Development and Tourism ("the Client"), having its principal place of business at IV Proleterske brigade 19, 81000 Podgorica, Montenegro and Mr. Nikola Jovović ("the Consultant") having his principal address 81400 Nikšić, Montenegro.

Where the parties hereby agree to change following terms and conditions of the CONTRACT:

Paragraph of the Contract:

- 2. Term** The Consultant shall perform the Services during the period commencing **February 28, 2012** and continuing through **April 30, 2013** or any other period as may be subsequently agreed by the parties in writing

Is changed and shall now read:

- 2. Term** The Consultant shall perform the Services during the period commencing **February 28, 2012** and continuing through **June 30, 2013** or any other period as may be subsequently agreed by the parties in writing.

Paragraph of the Contract:

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 7,991.06EUR. This amount has been established based on the understanding that it includes all of the Consultants 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.

Is changed and shall
now read:

2. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of 9,132.64EUR (6,400.00EUR net) 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. 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.

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

Is changed and shall now read:

(1) Remuneration of Staff

Rate/month Gross	Consultant Social and Health insurance	Total Tax Obligation	Rate /Month Net	Time spent (number of months)	Total EUR
570,79	129,83	40,96	400.00	16	6,400,00
				Sub-Total (1)	9,132.64

Annual Net Salary: 6,400,00EUR

Annual Gross Salary: 9,132.64EUR

All other terms and conditions of the contract remain the same.



FOR THE CLIENT

Signed by Mr. Branimir Gvozdenović
Prime Minister

FOR THE CONSULTANT

Signed by Mr. Nikola Jovović
Title: Training Assistant