



Crna Gora
MINISTARSTVO POLJOPRIVREDE
ŠUMARSTVA I VODOPRIVREDE
Rimski trg br. 46, Podgorica
Proj: 07-313/21-14846/2
Datum: 16-01-2024

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

C O N T R A C T No.: MNE-SDIP-91300-ME-IC-CS-23-3.6.1
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 18, 2023

CONTRACT
No. MNE-SDIP-91300-ME-IC-CS-23-3.6.1
Civil Engineer for Project support

THIS CONTRACT ("Contract") is entered into this December 18, 2023, 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 Sarajevska 18, 81000 Podgorica, Montenegro;

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 18, 2023 and continuing through December 31, 2025 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 **35,000.00EUR**. 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**

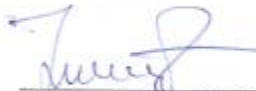
15.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the Contract.

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




Mr. Vladimir Joković, Minister

FOR THE CONSULTANT



Ms. Zdenka Ivanović, Consultant