

Bosna i Hercegovina
Federacija Bosne i Hercegovine
KANTON SARAJEVO
Ministarstvo saobraćaja
Direkcija za puteve



Босна и Херцеговина
Федерација Босне и Херцеговине
КАНТОН САРАЈЕВО
Министарство саобраћаја
Дирекција за путеве

Bosnia and Herzegovina
Federation of Bosnia and Herzegovina

CANTON SARAJEVO
Ministry of traffic
Road Directorate

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name:

Consulting Services For Supervision of Works on construction of Tunnel Kobilja Glava with section from the tunnel to connection to M18 in the Hotonj settlement and connection road between IX Transversal and LOT 2C of the Sarajevo Bypass project

Loan No. 51294

Contract No. 12701423

Between

Direkcija za Puteve Kantona Sarajevo

and

Joint Venture: IRD Engineering S.r.l. and PPG d.o.o.

Dated: 09.11.2021.



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Sarajevo, Hamida Dizdara br. 1



I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made on the ____ day of the month of _____, 2021, between, on the one hand, **Direkcija za puteve Kantona Sarajevo**, an institution incorporated under the laws of Bosnia and Herzegovina and having its principal place of business at Hamida Dizdara 1, 71000 Sarajevo, Bosnia and Herzegovina (hereinafter called the "Client")

and,

on the other hand, **Joint Venture: IRD Engineering S.r.l. and PPG d.o.o.** consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, **IRD Engineering S.r.l.** (lead member), a corporation incorporated under the laws of Italy and having its principal place of business at Lungotevere Delle Navi 30, 00196, Rome, Italy and **PPG d.o.o.** (member), a corporation incorporated under the laws of Bosnia and Herzegovina and having its principal place of business at Bulevar Meše Selimovića 81A, 71000 Sarajevo, Bosnia and Herzegovina (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services") in the amount of 1,263,600.00 Euro.

Total amount consists of:

- Total Costs of Financial Proposal1,080,000.00 Euro
- Value added Tax (17%)183,600.00 Euro

- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the European Bank for Reconstruction and Development toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;

- (b) The Special Conditions of Contract;

- (c) Appendices:

- Appendix A: Terms of Reference

- Terms of Reference;
 - Clarifications and Amendment of Request for Proposals

- Appendix B: Key Experts

- TECH-1A Technical Proposal Submission Form;
 - TECH-4 Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference;
 - TECH-5 Work Schedule and Planning for the Deliverables;
 - TECH-6 Team Composition, Assignment and Key Experts' Inputs;
 - TECH-6 Curriculum Vitae /CVs);
 - Clarification of Financial Proposal;
 - Minutes of Negotiations and Replacement of Key Expert No.3

- Appendix C: Remuneration Cost Estimates

- FIN-1 Financial Proposal Submission Form;
 - FIN 2 Summary of Costs;

- Appendix D: Reimbursables Cost Estimates

- FIN-3 Staffing Schedule and Breakdown of Costs;

- Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Direkcija za poslove Kantona Sarajevo

Mr. Selmir Kovač, Director

For and on behalf of Joint Venture: IRD Engineering S.r.l. and PPG d.o.o.

Mr. Alvaro Diez Santaclara, authorized representative of Joint Venture