

CONTRACT NO. _____

For supervision over works on the reconstruction and rehabilitation of _____ housing units of refugees, displaced persons and returnees, as a "turnkey" product, in the Refugees Housing Rehabilitation Project funded under the Loan Agreement concluded with the Saudi Fund for Development, in the Municipality of _____

This Contract has been concluded between:

1. BOSNIA AND HERZEGOVINA, MINISTRY OF HUMAN RIGHTS AND REFUGEES, based in Sarajevo, at Trg BiH 1, represented by Minister Damir Ljubić M.Sc, as Contracting Authority in charge of monitoring the entire reconstruction and rehabilitation of housing units of returnees (hereafter: MHRR) ,

2. BOSNIA AND HERZEGOVINA, FUND FOR RETURN, based in Sarajevo, at Ulica Džemala Bijedića 39/II, represented by Mladen Božović, Director General, as Contracting Authority in charge of financial transactions for the execution of the Contract (hereinafter: the Fund)

as Contracting Authority, the first Party, and

4. _____ based in _____ at _____ no: _____ represented by _____ Managing Director _____ (hereinafter: the Contractor)

As service provider, the second Party.

I GROUND FOR CONTRACT

Article 1

- 1.1.** Decision of the Commission for Refugees and Displaced Persons of Bosnia and Herzegovina No: K-6-3-2293/13 dated 26 June 2013 and Decision on Amending the Decision No: K-7-3-50-2652/13 dated 26 July 2013 about the selection of priority municipalities and the approximate number of beneficiaries for the reconstruction of individual housing units of displaced persons and returnees from funds of the Saudi Fund for Development - SDF.
- 1.2.** The Memorandum of Understanding on the implementation of the March 2014 Refugees Housing Rehabilitation Project funded under the Loan Agreement concluded with the Saudi Fund for Development No: 4/560.
- 1.3.** Offer No: _____ dated _____ submitted by the Contractor, which was selected as the most successful offer in the contract awarding procedure, which is an integral part of the Contract.

II SUBJECT-MATTER OF CONTRACT

Article 2

- 2.1.** The Contractor shall supervise, on behalf of the Contracting Authority, the works on the reconstruction and rehabilitation of _____ housing units of returnees in the Municipality of _____.
- 2.2.** The supervision under preceding paragraph includes:
 - Professional assessment of whether the design documents (priced bill of quantities) corresponds to the situation on the ground, which will be done within 10 days from the handover of the design documents;
 - Expert technical tasks related to the induction of the Contractor and signing of the records on the records of induction of the Contractor;

- Inspection of the execution of all construction works according to the approved design and provision of necessary explanations and instructions regarding the interpretation of design documents;
- Quality control of materials, equipment and all completed works with respect to the approved technical documentation, applicable standards and norms;
- Monitoring the contractual time schedule of works;
- Inspection and certification of on-site construction documentation (Daily Construction Log and Construction Book);
- Inspection and certification of interim, calculated and final payment certificates for completed works;
- Preparation of data and participation in final technical inspection of rehabilitated buildings;
- Participation in the preparation of the final statement of completed works.

III PRICE OF SERVICES AND METHOD OF PAYMENT

Article 3

3.1. The price of services under Article 2 of this Contract is BAM _____ ,
(in letters: BAM _____), including all taxes.

3.2. The total price under preceding paragraph shall be calculated as a sum of individual prices for each housing unit that is subject to rehabilitation.

3.3. After receiving the signed and stamped payment requests in a bilingual version, i.e. also in English language, the Fund for Return is required to prepare an order for withdrawal within 15 days and submit it with the required documentation to the Ministry of Finance and Treasury that shall send it directly to the Saudi Fund for payment.

3.4. The Contractor is required to invoice services rendered under Article 2 of this Contract on a monthly basis, in a bilingual version, in accordance with the time schedule of construction which is the subject of supervision provided that the financial value of the invoice under preceding paragraph matches the percentage of actually completed works. **The Contractor shall deliver bank instructions for foreign payments together with the invoice.**

3.5. The invoice must be certified by the Implementer's Project Manager.

IV DEADLINES

Article 4

4.1. The deadline for execution of works under Article 2 of this Contract shall run from the date of induction of the Contractor and shall last until taking-over certificate for the works and final statement have been issued.

V MHRR'S OBLIGATIONS

Article 5

5.1. MHRR shall monitor the process of awarding contract to the Contractor by the Implementer in accordance with the Law on Public Procurement of BiH, including the preparation of tender documentation, conducting the competitive proceedings, selection of the most successful offer and the execution of the Contract in accordance with the dynamic plan.

5.2. A report on the monitoring process from the preceding paragraph shall be submitted to the Fund by MHRR.

VI FUND'S OBLIGATIONS

Article 6

6.1. The Fund shall receive invoices in the manner specified in Article 3 of this Contract and prepare requests for payment and, submit them, together with all supporting documentation, to the Ministry of Finance and Treasury of BiH.

VII IMPLEMENTER'S OBLIGATIONS

Article 7

7.1. The Implementer shall follow the statutory procedure for appointment of members of construction supervision.

7.2. The Implementer, together with the Contractor, shall introduce the Contractor in works and sign the records of introduction. The records shall be furnished to the Fund and MHR.

VIII CONTRACTOR'S OBLIGATIONS

Article 8

8.1. The Contractor shall perform activities referred to in Article 2.1. of this Contract in accordance with this Contract, the Law and the general conditions for contracting construction works.

8.2. The Contractor is obliged to appoint a consultant to coordinate all activities in the construction supervision.

8.3. The Contractor is obligated to issue a Certificate of Completion to the Contractor, at his request.

8.4. The Contractor shall cooperate with the project manager as well as with other Parties to the Contract.

8.5. Professional assessment of whether the design completed (priced bill of quantities) corresponds to the situation on the ground shall be made within 10 days of handing over;

IX CONTRACT TERMINATION

Article 9

9.1. Either Party may unilaterally terminate the Contract prior to the deadline for its execution, if the circumstances are clear that one of the Parties will not be able to fulfil its obligations or when either Party declares that it will not fulfil its obligations.

9.2. Each Party may terminate the Contract because either of Parties has failed to fulfil obligations even within an additional reasonable period of time acceptable to all Parties.

9.3. The Contract shall not be terminated for failure to fulfil an insignificant portion of obligations. A failure to fulfil an insignificant portion of obligations shall be deemed any failure that does not significantly hinder the realization of the purposes of this Contract.

9.4. A notice of termination shall be given in writing.

9.5. The Party that has cancelled justly and unilaterally the Contract shall be entitled to damages under general rules for damages of contract law.

X SETTLEMENT OF DISPUTES

Article 10

10.1. The Parties agree that any disputes under this Contract shall be settled amicably or otherwise the Court of BiH in Sarajevo shall have jurisdiction over them.

XI CONCLUSION OF THE CONTRACT

Article 11

11.1. This Contract is made in four identical copies, of which each Party retains for itself a copy.

11.2. This Contract shall be deemed concluded when all identical copies of the Contract have been signed by authorized persons.

11.3. Amendments to the Contract shall be valid only if made in writing and duly signed and stamped.

**Ministry of Refugees and
Displaced Persons of RS**

Fund for Return of BiH

Name, Minister

Mladen Božović, Director General

Number: _____

Number: _____

Date: _____

Date: _____

Implementer _____

Name, Minister

Name, Director General

Number: _____

Number: _____

Date: _____

Date: _____