

CONTRACT NO: _____

For the designing and delivery of investment and technical documentation for 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)

3. MINISTRY OF HUMAN RIGHTS AND REFUGEES OF REPUBLIKA SRPSKA, based in Banjaluka, at Trg Republike Srpske 1, represented by Minister Davor Čordaš , as the leading authority in the project (hereinafter: the Implementer) **as Contracting Authority, the first Party, and**

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

As Architect, 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 submitted by the Architect No: _____ dated _____, selected as the most successful offer in the contract awarding procedure, which is an integral part of this Contract.

II SUBJECT-MATTER OF CONTRACT

Article 2

- 2.1.** The subject-matter of the Contract is the designing and delivery of investment and technical documentation for the reconstruction and rehabilitation of _____ housing units of returnees in the Municipality of _____.
- 2.2.** A list of beneficiaries with the addresses of housing units to be repaired shall be an integral part of this Contract.

III TYPE AND EXTENT OF SERVICES

Article 3

3.1. Investment and technical documentation under this Contract is determined in the legislation respecting designing, standards and rules of the profession, and in particular by:

- the number of beneficiaries, i.e. housing units of these beneficiaries,
- the Terms of Reference,
- appropriate approvals and permits issued by the competent authorities,
- Standards for the Rehabilitation and Construction of Housing Units and Facilities for Returnees (Official Gazette No. 74/2012)
- rough assessment of damage to housing units.

IV PRICE OF SERVICES AND METHOD OF PAYMENT

Article 4

4.1. The price of services under Article 2 of this Contract is fixed at BAM _____, (in letters: BAM _____), for the Municipality of _____.

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

4.3. 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. The Architect shall submit a bank instruction for foreign payments together with the invoice. The Implementer shall transmit the Architect's invoice to the Fund within 3 days of receipt, together with a certified copy of the complete project documentation and records of handover thereof, taking into account that the delivery date of invoices and the date of receipt are the same. The production of the records of handover of design documentation implies prior review and verification by the Implementer.

4.4. Payment of the price referred to in Article 4.1. may be challenged before the deadline for payment of the invoice on the basis of MHRR's report. In this case, the Fund shall prepare an order to withdraw the unchallenged portion of the price and the challenged portion shall be paid after reaching an agreement on the issue that resulted in dispute.

4.5. An audit of the Project shall be carried out prior to making the records of handover under Article 4.3. It is understood that the results of the audit must be positive.

V DEADLINES

Article 5

5.1. The total time for performance of services under Article 2 is 24 calendar days in accordance with the deadline quoted in offer.

5.2. The deadline for making investment and technical documentation shall start running from the handover of basic data and maps under Article 3 of the Contract. The Architect and the Implementer shall make records of handover of documentation, which must be made no later than 3 days of signing of the Contract.

5.3. A penalty for delay is 0.5% of the price of the Contract for each week of delay up to a maximum of 10% of the final price of the Contract.

VI MHRR'S OBLIGATIONS

Article 6

6.1. MHRR shall monitor the process of awarding the contract to the Architect by the Implementer in accordance with the Law on Public Procurement, including the preparation of tender documentation, conducting the tender proceedings, selection of the best offer and the execution of the Contract in accordance with the dynamic plan.

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

6.3. MHRR shall perform "screening" of designs submitted and prepare a report on respect for the "Standards for Rehabilitation and Construction of Housing Units and Facilities for Returnees" which the Architect is obliged to comply with. The report shall be submitted to the Fund and the Implementer.

VII FUND'S OBLIGATIONS

Article 7

7.1 The Fund shall receive interim and final payment certificates in the manner specified in Article 4 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.

VIII IMPLEMENTER'S OBLIGATIONS

Article 8

8.1. The Implementer shall carry out all project activities and exchange information with participants in the project of reconstruction of housing stock and prepare:

- a list of beneficiaries and the addresses of their housing units that are the subject of rehabilitation,
- the Terms of Reference,
- rough damage assessment of housing units.

8.2. The Implementer shall appoint members of the Regional Commission for public procurement, which will carry out the proceedings provided for in the Law on Public Procurement to select the most successful bidder for the production of investment and technical documentation.

8.3. The Implementer shall prepare tender documents for the preparation of investment and technical documentation at his own expense and, in accordance with the Law on Public Procurement, carry out the proceedings for the award of contract for the production and delivery of investment and technical documentation for the rehabilitation of housing units of displaced persons and returnees, including the selection of the best offer.

8.4. The Implementer shall give to the Architect any remarks on the investment and technical documentation it might have within three days. The records of the handover of investment and technical documentation shall be prepared only after the Architect has complied with the remarks of the Implementer, if any. All investment and technical documentation is subject to audit.

8.5. All investment and technical documentation, reports, recommendations, opinions and all other data compiled or received by the Architect during the fulfilment of obligations under this Contract shall be property of the Contracting Authority and the

Architect may hand them over or make them available for inspection to third parties only upon written consent of the Contracting Authority.

8.6. The Implementer shall appoint a project manager at the Entity level to coordinate its activities under this Contract and shall in writing notify other Parties to this Contract thereof.

IX ARCHITECT'S OBLIGATIONS

Article 9

9.1. The Architect shall provide the service under Article 2 of this Contract in all aspects in accordance with provisions of this Contract, professionally, in a high quality manner, in accordance with valid legislation, rules and standards of the profession that are in effect on the day of signing the Contract.

9.2. The Architect shall comply with remarks given by the Implementer and the auditor at its own expense within 3 days.

9.3. The Architect shall deliver all produced and revised documentation to FMROI in final version, compliant with the applicable regulations, practice and requirements of the auditor, as well as requirements of MHRR and the Implementer for each housing unit under Article 3 individually, in five identical copies, of which the Implementer maintains two copies which must contain the Architect's prices. The records of handover of the documentation under Article 4.3. shall be drawn up.

9.4. The Architect is obliged to make a dynamic plan of the execution of the Contract, i.e. development of design documentation referred to in Article 5.2.

9.5. The Architect, together with the Implementer, is required to make a record that determines the date of start-up of production of the investment and technical documentation referred to in Article 5.2.

X CONTRACT TERMINATION

Article 10

10.1. Either Contracting 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.

10.2. 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.

10.3. 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.

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

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

XI SETTLEMENT OF DISPUTES

Article 11

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

XII CONCLUSION OF THE CONTRACT

Article 12

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

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

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

Ministry of Refugees and
Displaced Persons of BiH

Damir Ljubić, M. Sc., Minister

Number: _____

Date: _____

Fund for Return of BiH

Mladen Božović, Director General

Number: _____

Date: _____

Ministry of Refugees and
Displaced Persons of RS

Davor Čordaš, Minister

Number: _____

Date: _____

Architect _____

Name, Managing Director

Number: _____

Date: _____