

Extract 2.

HAMAG-BICRO – Procurement arrangements for sub-beneficiaries

(the date of the version when NO is received to be inserted)

The Second Technology and Science Project shall provide sub-financing to HAMAG-BICRO beneficiaries' - eligible specific sub-projects, as defined in the legal documents of the Projects. The Loan Agreement for the project defines the requirements for carrying out the project, including procurement: ' All goods and consultants' services required for the activities and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in World Bank's 'Guidelines: Procurement under IBRD Loans and IDA Credits' January 2011 and 'Guidelines: Selection and Employment of Consultants by World Bank Borrowers' January 2011; and the provisions stipulated in the Legal Agreement. Specific procurement procedures applicable to the sub-projects financed under the HAMAG-BICRO programs are set forth in a Project Operations Manual, as Extract 2. HAMAG-BICRO procurement arrangements for sub-beneficiaries which are public sector entities.

I. Activities and items to be financed under the sub-project

Activities that are to be financed under the sub-project are:

- (i) Goods
- (ii) Non-consulting services
- (iii) Small-value consulting services
- (iv) Operating costs (consumables and other costs)

Consumables procured under the sub-project (such as chemicals, reagents, system components, lab ware of small value, etc.) and Other costs procured under the sub-project (non-consulting services such as software licenses, publication fees, transportation, freight and customs costs, laboratory animals, student's assistance, staff salaries (new project employee) reimbursement of costs towards or for the use of computing or research facilities, etc.) are Operating costs of the sub-project and are not subject to the procurement methods discussed further in this document.

Non-consulting services such as translations, technical services, toolmaking, prototype building etc. *are subject* to the procurement methods discussed further in this Extract 2. and therefore will be included in the Procurement plan.

The following procurements will not be eligible for financing by the project:

- Goods and Consulting Services contracts between sub-beneficiaries and their subsidiary or affiliated companies will not be eligible for financing out of the Loan;
- The procurement of second hand goods shall not be eligible for financing out of the Loan; (The Supplier warrants that all the Goods are new, unused, and of the most recent or current models).
- No contract will be financed with a firm/individual which is not eligible under World Bank financing under requirements in accordance with Procurement (paragraph 1.8

through 1.10) and Consultants' Guidelines (paragraph 1.11 through 1.13) as provided in Annex 1. Eligibility.

- No contract signed with a firm/individual declared ineligible by the World Bank will be financed through the Loan.

Anti-corruption measures:

The World Bank's anti-corruption measures will be followed and the services of firms and individuals debarred by the Bank shall not be engaged. The list of such debarred firms and individuals is located at:

<http://web.worldbank.org/external/default/main?contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984&querycontentMDK=64069700&theSitePK=84266>

Each sub-beneficiary of the sub-project shall be responsible to check the above referenced list prior to recommendation of a firm or an individual as the case might be for an inclusion in a short list (in case of consulting services contract) and for a contract award, and shall take actions as needed in accordance with the provisions above.

Definition of 'Fraud and Corruption' in accordance with the guidelines is provided in Annex 2.

Misprocurement defines cases when financing will not be made through proceeds of the loan. Definitions of misprocurement in accordance with procurement and consultants' guidelines are provided in Annex 3.

Sub-beneficiaries are responsible that the procurement is performed in accordance with the guidelines described in this Extract, however **it is not required** that additional clauses related to eligibility, fraud and corruption and misprocurement (Annexes 1, 2 and 3) are included in the bidding documents or the Contract.

II. Procurement plan

The procurement plan for sub-financing of the sub-project will be made by the project leader of the sub-project after the project is recommended for financing, according to the accepted financial plan (Project Budget). To that effect, all contracts for goods, non-consulting and consulting services in accordance with the financial plan shall be reflected in the procurement plan. A sample procurement plan format is provided in Annex 4 to this POM.

For the preparation of a procurement plan, the following steps should be taken:

- The items from the Financial plan shall be grouped in packages, to the extent possible, in order to encourage better competition. The procurement/selection method shall be determined based on the nature of the contract (goods, non-consulting or consulting services) See Section III. and IV. describing the procurement/selection methods
- The procurement plan shall be submitted to the HAMAG-BICRO before the Contract signing.

- (i) **For the PoC Program** the Recognized center will advise and inform the sub-beneficiary and help them to complete the procurement plans according to this procedure and accepted project budget. The Recognized center will also control and revise procurement plan before sending to the HAMAG-BICRO.
- (ii) **For the TTO Support Program**, the task of advising and informing the sub-beneficiaries will be done by HAMAG-BICRO with the necessary support by PIU.

HAMAG-BICRO will revise all the procurement plans and send them to the PIU for final review.

Additional Instructions for Recognized centers and Sub-beneficiaries are detailed in Annex 5. of this document.

The procurement plan shall be updated in agreement with HAMAG-BICRO throughout the duration of the sub-projects at least once every 6 months or as required, in order to reflect the actual project implementation needs.

III. Considerations with regard to procurement following commercial practices (Private sector)

When proceeds of the loan are used for sub-financing sub-projects of innovation programs of beneficiaries such as private sector enterprises, small and medium enterprises; procurement of goods, non-consulting and consulting services shall be undertaken by the respective entities mentioned above in accordance with well-established private sector procurement methods or commercial practices that shall be acceptable to the Bank. The provisions in section I regarding: procurement not eligible for financing; 'Fraud and Corruption' and Anti-corruption measures shall apply. In addition, the following are recommended, but not mandatory, practices to be followed by the sub-beneficiaries in procuring goods and non-consulting services and consulting services under commercial practices:

- The sub-beneficiary is recommended to observe competitive bidding procedures as needed to ensure competitive prices. To this end, the sub-beneficiary may seek bids/quotations from a list of potential suppliers and contractors broad enough achieve a competitive price; select, develop and maintain reliable list of suppliers, contractors and consultants by prescreening procedures; approve vendor' lists; and use preferred item lists, prequalified products, etc. and update such lists from time to time.
- Advertising bidding opportunities in the local and international press is considered best practice for large value procurement though not mandatory under commercial practices.
- As needed to achieve a successful procurement it is recommended that a bidding document be prepared by the sub-beneficiary including the provisions for (i) General Scope of the Bid, (ii) Contents of the Bidding Documents, (iii) Preparation of Bids, (iv) Submission and Opening of Bids (v) Evaluation and Comparison of Bids and (vi) Award of Contract. The bidding document will also include a sample contract. In the bidding documents care has to be taken of other relevant factors such as time of delivery,

efficiency and reliability of the goods and availability of maintenance facilities and spare parts, capacity of the contractor, in case of non-consultant services, of the quality and competence of the parties rendering them and in the case of consultant services the technical proposal provided by the consultants.

- In principle, evaluation and selection of suppliers and contractors will be based on consideration of price, quality, reliability, performance and sub-beneficiary's commercial decision. For selecting consultants, quality will remain paramount.
- Contracts may be placed by the sub-beneficiary based on direct contracting/single source selection in cases where benefit of competition has been considered and rejected for sound reasons. Some examples where direct contracting/single source selection may be considered are: (i) repeat purchases and purchasing additional quantities or additional works; (ii) when equipment and machinery is needed for expansion of existing facilities; (iii) for the sake of the standardization and minimization of the operation and maintenance cost; (iv) when there is no interest from other suppliers or contractors; (v) a previous successful contract performance; (vi) when service is needed from a specialized consultant with exceptional experience (vii) other well justified commercial reasons.

IV. Procurement procedures for goods and non-consulting services

1. When proceeds of the loan are used for sub-financing sub-projects of innovation programs of public sector entities, such as universities and research institutes, procurement of goods and non-consulting contracts estimated to cost **HRK 200,000 without VAT and above**, shall be procured through **the open procedure** in accordance with the Croatian Public Procurement Act adopted by the Croatian Parliament at its session on July 15, 2011 and its amendments, and it is also subject to the additional provisions as indicated in the Annex to Section III. Procurement of the **Loan Agreement**:

Additional Provisions for National Competitive Bidding

For the purposes of following National Competitive Bidding procedures in the procurement of goods and non-consulting services to be financed under the Loan, the following modifications and additions shall apply:

- Procedures
- The public bidding method shall apply to all contracts¹. Invitations to bid shall be advertised in the Borrower's Official Gazette (Narodne Novine) and in at least one widely circulated national daily newspaper or on the website of the Ministry of Science, Education and Sports², allowing a minimum of thirty (30) days for the preparation and submission of bids.

¹ Public bidding method refers to open procedure method only

² Invitation to bid may be announced on the website of the sub-project's leading organization instead of on MSES website.

- Participation of Government-owned Enterprises
- Government-owned enterprises located and operating on the Borrower's territory shall be eligible to participate in bidding only if they can establish, to the Bank's satisfaction, that they are legally and financially autonomous, operate under commercial laws and are not a dependent agency of the Borrower's government. Said enterprises shall be subject to the same bid and performance security requirements as other bidders.
- Bidding Documents
- The Borrower shall use appropriate bidding documents that are acceptable to the Bank.
- Bid Submission, Opening and Evaluation
 - Bids shall be submitted in a single envelope containing the bidder's qualification information, technical and price bids, which shall be opened simultaneously at the public bid opening.
 - Bids shall be opened in public, immediately after the deadline for submission of bids. The name of the bidder, the total amount of each bid and any discounts offered shall be read aloud and recorded in the minutes of the public bid opening.
 - The evaluation of bids shall be done in strict adherence to the monetarily quantifiable criteria specified in the bidding documents and a merit point system shall not be used.
 - Extension of bid validity shall be allowed once only for not more than thirty (30) days. No further extensions should be granted without the prior approval of the Bank.
 - Contracts shall be awarded to qualified bidders having submitted the lowest evaluated substantially responsive bid.
 - No preference shall apply under National Competitive Bidding.
- Rejection of All Bids
 - All bids shall not be rejected and new bids solicited without the Bank's prior written concurrence.
 - When the number of bids received is less than two, re-bidding shall not be carried out without the Bank's prior concurrence.
- Securities
- Bid securities should not exceed two percent (2%) of the estimated cost of the contract; and performance securities not more than ten percent (10%). No advance payments shall be made to contractors without a suitable advance payment security. The wording of all such securities shall be included into the bidding documents and shall be acceptable to the Bank.

2. Procurement of goods and non-consulting services estimated to cost **below HRK 200.000 without VAT** shall be procured as appropriate as follows:

Shopping representing a comparison of price quotations obtained from several suppliers (in the case of goods), or service providers (in the case of non-consulting services) with a minimum of three, to assure competitive prices, and is an appropriate

method for procuring limited quantities of readily available off-the-shelf goods or standard specification commodities of small value, when more competitive methods are not justified on the basis of cost and efficiency. If the sub-beneficiary has been unable to obtain at least three quotations, it shall put on record the reasons for that. Requests for quotations shall indicate the description and quantity of the goods, as well as desired delivery (or completion) time and place. Quotations may be submitted by letter, facsimile, or by electronic means. The evaluation of quotations shall follow the same principles as of open tendering. The terms of the accepted offer shall be incorporated in a purchase order or a brief contract. The evaluation of quotations shall follow the same principles as in open tendering procedure (best price for requested quality)³. The terms of the accepted offer shall be incorporated in a purchase order or a brief contract.

Direct contracting (purchasing) from the eligible supplier: the rationale for that shall be prepared and signed by the project leader and kept for the record together with the invoice, containing sufficiently detailed justification, including the rationale for direct contracting instead of a competitive procurement process and the basis for recommending a particular firm in all such cases:

- (i) an existing contract for goods, and non-consulting services, awarded competitively, may be extended for additional goods, and non-consulting services of a similar nature. In such cases it should be confirmed that no advantage could be obtained by further competition and that the prices on the extended contract are reasonable. Provisions for such an extension, if considered likely in advance, shall be included in the original contract;
- (ii) standardization of equipment or spare parts, to be compatible with existing equipment, may justify additional purchases from the original supplier. For such purchases to be justified, the original equipment shall be suitable, the number of new items shall generally be less than the existing number, the price shall be reasonable, and the advantages of another make or source of equipment shall have been considered and rejected on justified grounds.
- (iii) the required equipment is proprietary and obtainable only from one source;
- (iv) the procurement of certain goods from a particular supplier is essential to achieve the required performance or functional guarantee of an equipment or facility (short justification must be documented and kept on file);

In both cases there must be an invoice which should contain as minimum: (i) a brief description and quantity of the goods; (ii) amount; (iii) date and time of purchase; (iv) delivery settlements; (v) name and address of a supplier.

3. When purchasing goods from the Supplier which has signed Framework Agreement with the sub-beneficiary's institution to provide that kind of goods, the procurement method in procurement plan will be marked as Quotation or Direct contracting with the reference to that Agreement.

³ Evaluation report should include the list of suppliers with offered prices and should be signed by the evaluation committee

4. In case procured goods and non-consulting services are to be used for the project activities performed at the partner (foreign) institution, sub-beneficiary is responsible to keep invoices and related documents. (The same applies to Operating costs.)

V. Procurement procedures for consulting services

Consultant services shall be procured in accordance with the provisions of the Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011 following the procedures for selection of Individual Consultants and Consultants' Qualification Selection for consultant firms. Government-owned universities and research institutes, as well as university professors and scientists may be selected provided that they meet the eligibility provisions as per par. 1.11 (c) of the above referenced Guidelines.

1. Selection of Consultants

Individual consultants (IC) are selected on the basis of their relevant experience, qualifications and capability to carry out the assignment. They do not need to submit proposals and shall be considered if they meet minimum relevant requirements which shall be determined by the sub-beneficiary on the basis of the nature and complexity of the assignment, and assessed on the basis of academic background and relevant specific experience, and, as appropriate, knowledge of local conditions such as national language, culture, administrative systems and government organization.

Steps to be followed:

- Prepare a detailed job description (Terms of Reference) (Annex 6: Guidance for preparation Terms of Reference), including reasonable fees and other expenses
- Prepare a list of potential individuals or firms (if possible, of three)
- Potential consultants can be invited directly to send their Expressions of Interest and/or an announcement in National Gazette or daily paper or web-site of the sub-project's leading organization can be published
- Select the best candidate (individual / firm)
- Contact the selected candidate
- Negotiate the contract terms and conditions
- Sign a contract
- Supervise consultant's performance
- Make sure payments are made against agreed deliverables / outcomes

Single Source Selection method (SSS) - Individual Consultants may be selected directly on a single-source basis with a due justification in exceptional cases such as: (i) tasks that are a continuation of previous work that the consultant has carried out and for which the consultant was selected competitively; (ii) assignments with a total expected duration of less than 6 (six) months; (iii) urgent situations; and (iv) when the individual is the only consultant qualified for the assignment.

Justification of this method must be documented and kept on file.

2. Selection of Consulting Firms

Selection Based on the Consultants' Qualifications (CQS)

A TOR shall be prepared and expressions of interest shall be obtained from as many firms as possible, and at least three qualified firms with relevant experience. The expressions of interest shall include information on the Consultant firm's experience and qualifications. Firms having the required experience and competence relevant to the assignment shall be assessed and compared, and the best qualified and experienced firm shall be selected. Only the selected firm shall be asked to submit a combined technical and financial proposal (Annex 9. Letter of invitation) and, if such proposal is responsive and acceptable, be invited to negotiate a contract. Both technical and financial aspects of the proposal may be negotiated. The minutes of negotiations shall be prepared and signed by both parties.

Single-Source Selection (SSS)

Single-source selection of consultants does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, single-source selection shall be used only in exceptional cases. The justification for single-source selection shall be in the context of the overall interests of the Beneficiary and the project,

Single-source selection may be appropriate in the following cases, and only if it presents a clear advantage over competition: (a) for tasks that represent a natural continuation of previous work carried out by the firm (see next paragraph); (b) in exceptional cases, such as, but not limited to, in response to natural disasters and for emergency situations declared by the sub-beneficiary; (c) for very small assignments; or (d) when only one firm is qualified or has experience of exceptional worth for the assignment.

3. Types of contracts

The sample contract which should be used both for consulting services to be provided by firms and individuals are attached in Annex 8 and 9⁴. The types of contracts are differentiated as follows:

Lump-Sum Contract

This type of contract is used mainly for assignments in which the scope and the duration of the services and the required output of the consultants are clearly defined. It is widely used for simple planning and feasibility studies, environmental studies, detailed design of standard or common structures, preparation of data processing systems, and so forth. Payments are linked to outputs (deliverables) such as reports, drawings, bills of quantities, bidding documents, and software programs. The contract shall include a fixed price for

⁴ Contract with Croatian consultants may be in Croatian or English language

the activities to be carried out by the consultant. Lump-sum contracts are easy to administer because they operate on the principle of fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones.

Time-Based Contract

This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. It is widely used for complex studies, supervision of construction, advisory services, and most training assignments. Payments are based on agreed hourly, daily, weekly, or monthly rates for experts (who are normally named in the contract) and on reimbursable items using actual expenses and/or agreed unit prices. The rates for experts include remuneration, social costs, overhead, profit, and, where appropriate, special allowances. The contract shall include a ceiling amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen services and duration. Time-based contracts need to be closely monitored and administered by the client to ensure that the assignment is progressing satisfactorily and that payments claimed by the consultants are appropriate.

VI. The review arrangements shall be as follows:

Monitoring and supervising project implementation, procurement methods and control of planned spending grant funds in PoC Program is the responsibility of the Recognized centers and HAMAG-BICRO. For the TTO Program, monitoring and supervision is the responsibility of HAMAG-BICRO.

Detailed procedures of monitoring and supervising sub-beneficiaries are described in PoC Public Operational manual and the TTO Program Operational manual.

For the PoC Program, the role of the Recognized center is to advise, inform and help sub-beneficiary to implement procurement procedure, to submit reports on time and to monitor project implementation according to Program procedures. The Sub-beneficiary is obligated to cooperate and assist in all forms of monitoring, verification and/or auditing and immediately provide all information that might be sought during or as a consequence of, such monitoring, verification and/ or auditing.

The Sub-beneficiary shall submit to HAMAG-BICRO, through the Recognized Center, reports as follows:

- Project Progress Assessment report (if needed)
- Mid-Term project report – within 30 days after finishing the first half of the project duration.
- Project Final report – at the end of the project implementation (usually after 12 months)

Project Progress Assessment report is subject to checks carried out by PoC Program Managers.

The Mid-Term and final Project report are subject to checks carried out within the HAMAG-BICRO.

The person responsible for financial controlling and monitoring in HAMAG-BICRO receives the projects reports with the associated documentation and carries out the financial control of:

- All accounts and compares them to the contracted budget,
- Invoices validation
- Financial state of the project,
- Purposeful use of funds. Alignment of project reports with procurement plan

The sub-beneficiary (Final beneficiary) of the TTO Program is obliged to provide the following project reports to HAMAG-BICRO:

- semi-annual reports regarding project implementation results for the duration of the project;
- a Final Project Report within a period of 30 calendar days of the project completion date;

For the purpose of more precisely assessing the progress of a project during financing, and more exactly foreseeing financing requirements, when requested by HAMAG-BICRO the Final beneficiary must submit an additional project report within a period of 7 calendar days.

Monitoring is performed by a designated unit within HAMAG-BICRO.

The person responsible for financial controlling receives the Project Report with the associated documentation and carries out the financial control of:

- All accounts and compares them to the contracted budget,
- The date on invoices which must conform to the period following the commencement data and prior to the project completion date,
- Financial state of the project,
- Purposeful use of funds,
- Alignment of project reports with procurement plan

The Sub-beneficiary is obligated to cooperate and assist in all forms of monitoring, verification and/or auditing and immediately provide all information that might be sought during or as a consequence of, such monitoring, verification and/ or auditing.

If required, PIU procurement specialist will answer the sub-projects' inquiries related to the procurement methods sent by electronic email.

If needed HAMAG-BICRO will organize workshops where procurement experts from the World Bank and PIU will answer to sub-beneficiaries' questions and provide additional clarification on procurement methods. Minutes of the workshops will be distributed to all sub-beneficiaries and recognized centres.

PIU Procurement Specialist is responsible for monitoring the procurement of HAMAG-BICRO sub-projects and this may involve occasional and on as-needed and proactive

basis visits to the sub-projects which will be organized by HAMAG-BICRO to review the procurement documentation (ongoing or completed) which is subject to the procedures described in this Extract 2. If, at any moment during the project implementation procurement is not made in accordance with this Extract 2 (e.g. inappropriate procurement method, incomplete procurement documentation, etc.) further remedies and actions will be taken (e.g. the expenditure may not be accepted as eligible). During regular project implementation support missions the Bank will review progress of the implementation, including procurement as well as carry out post-review missions focused on procurement by visiting of randomly selected projects.

VII. Evaluation and evaluation committee

The Evaluation Committee (EC) is a committee of experts appointed by the sub-beneficiary to carry out the evaluation of technical and financial proposals. The EC is not authorized to change, amend or modify the TOR (Terms of Reference).

VIII. Contract signing and administration

For the PoC Program: the Contract for each project is signed between HAMAG-BICRO, corresponding Recognized Center and each sub-beneficiary. Sub-beneficiaries' reporting requirements towards HAMAG-BICRO are stipulated in Contract (Paragraph 5.3) and in Operational Manual (Chapter 5).

For the TTO Support Program: the Contract is signed between HAMAG-BICRO and the sub-beneficiary (Final beneficiary).

Prior to any sub-financing and contract signing HAMAG-BICRO shall screen sub-projects for environmental and social impacts to determine eligibility of a proposed sub-financing in accordance with the Environmental Management Framework.

IX. Auditing

Auditing will be done during Annual Project (STP II) Audit and beneficiary has to provide all required documentation.

X. Filing, record keeping, access to information

All relevant documentation must be documented, kept on file and given upon request by the auditor, HAMAG-BICRO, PIU or the World Bank.

List of Annexes:

- Annex 1. Eligibility
- Annex 2. Fraud and Corruption (in English and Croatian)
- Annex 3. Misprocurement
- Annex 4. Sample Procurement plan (in English and Croatian)
- Annex 5. Additional Instructions to the Recognized centers and Sub-beneficiaries (in English and Croatian)
- Annex 6. Guidance for preparation of Terms of Reference
- Annex 7. Letter of invitation
- Annex 8. Contract forms in English (Time-Based and Lump Sum)
- Annex 9. Contract forms in Croatian (Time-Based and Lump Sum)

Annex 1.

Procurement Guidelines: paragraph 1.8 through 1.10

Eligibility

1.8 To foster competition, the Bank permits firms and individuals from all countries to offer goods, works, and non-consulting services for Bank-financed projects. Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question.

1.9 In connection with any contract to be financed in whole or in part from a Bank loan, the Bank does not permit a Borrower to deny participation in a procurement process or award to a firm for reasons unrelated to: (i) its capability and resources to successfully perform the contract; or (ii) the conflict of interest situations covered under paragraphs 1.6 and 1.7 above.⁵

1.10 As exceptions to the foregoing paragraphs 1.8 and 1.9:

(a) Firms of a country or goods manufactured in a country may be excluded if, (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods, works, and non-consulting services required, or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

(b) Government-owned enterprises or institutions of the Borrower's country may participate in the Borrower's country only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Borrower or Sub-Borrower.⁶

(c) A firm sanctioned by the Bank in accordance with paragraph 1.16(d) of these Guidelines, or the World Bank Group Anti-Corruption policies and sanctions

⁵ The Bank permits firms and individuals from Taiwan, China to offer goods, works, and non-consulting services for Bank-financed projects.

⁶ Other than Force Account units, as permitted under paragraph 3.9. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government; (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

procedures,⁷ shall be ineligible to be awarded a Bank-financed contract or to benefit from a Bank-financed contract, financially or in any other manner, during the period of time determined by the Bank.

Consultant Guidelines: paragraph 1.11 through 1.13

Eligibility

1.11 To foster competition, the Bank permits consultants (firms and individuals) from all countries to offer consulting services for Bank-financed projects.⁸ Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question.

1.12 In connection with any contract to be financed in whole or in part from a Bank loan, the Bank does not permit a Borrower to deny participation in a short-listing or selection process or award to a consultant for reasons unrelated to: (i) its capability and resources to successfully perform the contract; or (ii) the conflict of interest situations covered under paragraph 1.9 above.

1.13 As an exception to the foregoing paragraphs 1.11 and 1.12:

(a) Consultants may be excluded if: (i) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with the consultant's country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the procurement of the consulting services required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any payments to any country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

(b) Government-owned enterprises or institutions of the Borrower's country may participate in the Borrower's country only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Borrower or Sub-Borrower.⁹

⁷ For the purpose of this sub-paragraph, the relevant World Bank Group Anti-Corruption policies are set forth in the Guidelines On Preventing and Combating Fraud and Corruption in Projects financed by IBRD Loans and IDA Credits and Grants, and in the Anti-Corruption Guidelines for IFC, MIGA, and World Bank Guarantee Transactions. The Bank's sanctions procedures are publicly disclosed on the Bank's external website.

⁸ The Bank permits firms and individuals from Taiwan, China to offer consulting services for Bank-financed projects.

⁹ To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government; (ii) does not currently receive any subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

(c) As an exception to (b), when the services of government-owned universities or research centers or other institutions in the Borrower's country are of unique and exceptional nature including because of the absence of a suitable private sector alternative, and their participation is critical to project implementation, the Bank may agree on the hiring of those institutions on a case-by-case basis.* (** The PoC and TTO Sub-Beneficiaries are not obliged to request the Bank's No Objection if they meet required conditions.*)

On the same basis, university professors or scientists from research institutes can be contracted individually under Bank financing.

(d) Government officials and civil servants of the Borrower's country may only be hired under consulting contracts in the Borrower's country, either as individuals or as members of the team of experts proposed by a consulting firm, provided that such hiring does not conflict with any employment or other laws or regulations, or policies of the Borrower's country and if they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the agency they were working for before going on leave of absence without pay, resigning, or retiring¹⁰; and (iii) their hiring would not create a conflict of interest (see paragraph 1.9).

(e) A firm or an individual sanctioned by the Bank in accordance with paragraph 1.23(d) of these Guidelines or in accordance with the World Bank Group anti-corruption policies and sanctions procedures¹¹ shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during such period of time as the Bank shall determine.

¹⁰ In the case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants in the Borrower's country, whichever is longer. Professors or staff and experts in specialized fields from universities, educational institutions, and research institutes can be contracted individually on a part-time basis provided that they have been full-time employees of their institutions for a year or more before being contracted and such hiring is justified for the services required.

¹¹ For purposes of this paragraph, the relevant World Bank Group Anti-Corruption policies are set forth in the Guidelines On Preventing and Combating Fraud and Corruption in Projects financed by IBRD Loans and IDA Credits and Grants, and in the Anti-Corruption Guidelines for IFC, MIGA, and World Bank Guarantee Transactions. The Bank's sanctions procedures are publicly disclosed on the Bank's external website.

“Fraud and Corruption”

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹² In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹³;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹⁴
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹⁵
 - (iv) “coercive practice” 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;¹⁶
 - (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the 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/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

¹² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹³ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁴ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

¹⁵ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹⁶ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹⁸;
- (e) will require* that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.” (* see page 2 of this Extract)

¹⁷ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Prijevvara i korupcija

1.16 Banka zahtijeva da Zajmoprimci (uključujući korisnike Bankovnih zajmova) kao i ponuditelji, dobavljači, izvođači i njihovi zastupnici (bilo prijavljeni bilo neprijavljeni), osoblje, podizvođači ugovora, podkonzultanti, pružatelji usluga i dobavljači, u okviru ugovora koji se financira sredstvima Banke, poštuju najviše etičke standarde tijekom postupka nabave i izvođenja takvih ugovora.¹⁹ Pri provođenju takve politike, Banka će:

(a) za svrhu ove odredbe definirati dolje navedene pojmove kako slijedi:

- (i) „korupcija“ je izravno ili neizravno nudenje, davanje, primanje ili posredovanje svake vrijednosti radi nedopuštenog utjecanja na postupke druge strane;²⁰
- (ii) „prijevvara“ je svaki postupak ili propust, učinjeni s namjerom ili zbog nemara, s ciljem pogrešnog prikazivanja ili izostavljanja činjenica radi sprječavanja jedne strane²¹ u ostvarivanju financijske ili druge koristi ili radi izbjegavanja obveze;
- (iii) „namještanje“ je dogovor između dviju ili više strana²² s namjerom ostvarivanja nedopuštene svrhe, uključujući namjeru nedopuštenog utjecanja na postupke treće strane;
- (iv) „prisila“ je izravno ili neizravno nanošenje štete ili povrede ili prijetnja nanošenja štete ili povrede jednoj strani²³ ili njenoj imovini radi nedopuštenog utjecaja na njene postupke;
- (v) „ometanje“ je
 - (aa) namjerno uništavanje, krivotvorenje, mijenjanje ili skrivanje dokaznog materijala u istrazi ili davanje lažnih iskaza

¹⁹ U ovom se kontekstu svako djelovanje ponuditelja, dobavljača, izvođača ili njihovih zaposlenika, predstavnika, podkonzultanata, podizvođača, pružatelja usluga, dobavljača i/ili njihovih zaposlenika koje utječe na postupak nabave ili izvođenje ugovora u cilju stjecanja neprimjerene prednosti smatra neprihvatljivim.

²⁰ „Druga strana“ odnosi se na javnog službenika uključenog u proces nabave ili izvršenje ugovora. U ovom se kontekstu pojam „javni službenik“ odnosi i na djelatnike Svjetske banke i zaposlenike drugih organizacija koje donose ili pregledavaju odluke o nabavama.

²¹ „Strana“ se odnosi na „javnog službenika“; pojmovi „korist“ i „obveza“ odnose se na proces nabave ili izvršavanje ugovora, a „djelovanje ili propust“ na namjeru utjecanja na proces nabave ili izvršavanje ugovora.

²² Pojam „strane“ odnosi se na sudionike u procesu nabave (uključujući „javne službenike“) koji pokušavaju odrediti cijene ponude na umjetnoj, nekonkurentnoj razini.

²³ Pojam „strana“ odnosi se na sudionike u procesu nabave ili izvršavanju ugovora.

^a Tvrtka ili pojedinac mogu biti proglašeni neprihvatljivim za dodjelu ugovora koji financira Banka po završetku Bančinog postupka sankcioniranja prema njezinim postupcima sankcioniranja, uključujući između ostalog: (i) privremenu suspenziju u vezi s tekućim postupkom sankcioniranja; (ii) među-isključenje dogovoreno s ostalim međunarodnim financijskim institucijama, uključujući multilateralne razvojne banke; i (iii) korporativne administrativne nabavne postupke za sankcije zbog prijave i korupcije grupacije Svjetske Banke.

istražiteljima s ciljem bitnog ometanja istrage Banke po navodima o korupciji, prijeviri, namještanju ili prisili, ili prijetnja, uznemiravanje ili zastrašivanje jedne strane s ciljem njenog sprječavanja u otkrivanju saznanja o pitanjima relevantnim za istragu, odnosno njenog sprječavanja u vršenju istrage; ili

(bb) postupci usmjereni na bitno ometanje prava Banke na provedbu inspekcije ili revizije u skladu sa stavkom 35.3 dolje.

- (b) odbiti prijedlog za dodjelu ugovora ako utvrdi da je ponuditelj predložen za dodjelu ugovora bio izravno ili putem zastupnika umiješan u korupciju, prijevaru, namještanje, prisilu ili ometanje tijekom nadmetanja za predmetni ugovor;
- (c) otkazati dio zajma namijenjenog ugovoru ako u bilo kojem trenutku utvrdi da su predstavnici Zajmoprimca ili korisnika zajma tijekom postupka nabave ili izvršenja tog ugovora bili umiješani u korupciju, prijevaru, namještanje ili prisilu, a da Zajmoprimac nije poduzeo pravodobne i za Banku zadovoljavajuće korake radi ispravljanja takve situacije;
- (d) sankcionirati tvrtku ili pojedinca, u bilo kojem trenutku, sukladno prevladavajućim postupcima Banke za sankcioniranje,^a uključujući javno proglašavanje takve tvrtke ili pojedinca trajno neprihvatljivim ili neprihvatljivim na određeno vrijeme: (i) za dodjelu ugovora koji financira Banka; i (ii) za imenovanje za podizvođača,^b konzultanta, proizvođača ili dobavljača ili pružatelja usluga za inače prihvatljivu tvrtku kojoj je dodijeljen ugovor koji financira Banka.
- (e) zahtijevati da se u natječajnu dokumentaciju i ugovore koji su financirani kreditom Banke uvrsti odredba kojom će se od ponuditelja, dobavljača i izvođača, te njihovih podizvođača, kooperanata, agenata, osoblja, savjetnika, davatelja usluga ili dobavljača; zahtijevati da Banci dopusti pregledavanje svih računa, evidencije i ostalih dokumenata vezanih uz podnošenje ponude i provedbu ugovora, a da ih revidiraju revizori koje imenuje Banka.

^b Imenovani podizvođač, konzultant, proizvođač ili dobavljač, ili pružatelj usluga (korišteni su različiti nazivi ovisno o pojedinoj dokumentaciji za nadmetanje) je onaj koji je: (i) uključen od strane ponuditelja u pretkvalifikacijsku prijavu ili ponudu iz razloga što pridonosi specifičnom i ključnom iskustvu te potrebnim znanjima koja se uzimaju u obzir pri ocjenjivanju pretkvalifikacijske prijave ili ponude; ili (ii) imenovan od strane Zajmoprimca.

Annex 3.

Procurement Guidelines: Paragraph 1.19: Misprocurement

1.14 The Bank does not finance expenditures under a contract for goods, works, or non-consulting services if the Bank concludes that such contract: a) has not been awarded in accordance with the agreed provisions of the Loan Agreement and as further elaborated in the Procurement Plan to which the Bank provided no objection; b) could not be awarded to the bidder otherwise determined successful due to willful dilatory conduct or other actions of the Borrower resulting in unjustifiable delays, the successful bid being no longer available, or the wrongful rejection of any bid; or c) involves the engagement of a representative of the Borrower, or a recipient of any part of the Loan proceeds, in fraud and corruption as per paragraph 1.16(c).

In such cases, whether under prior or post review, the Bank will declare misprocurement, and it is the Bank's policy to cancel that portion of the loan allocated to the goods, works, or non-consulting services that have been misprocured. The Bank may, in addition, exercise other remedies provided for under the Loan Agreement. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still declare misprocurement and apply in full its policies and remedies regardless of whether of the loan has closed or not, if it concludes that the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or the terms and conditions of the contract had been substantially modified without the Bank's no objection.

Consultants' Guidelines: Paragraph 1.19: Misprocurement

1.19 The Bank does not finance expenditures under a contract for consulting services if the Bank concludes that such contract: a) has not been awarded in accordance with the agreed provisions of the Loan Agreement and as further elaborated in the Procurement Plan²⁴ to which the Bank provided no objection; b) could not be awarded to the consultant otherwise determined successful due to willful dilatory conduct or other actions of the Borrower resulting in unjustifiable delays, or the successful proposal being no longer available, or the wrongful rejection of any proposal; or c) involves the engagement of a representative of the Borrower, or a recipient of any part of the proceeds of the Loan, in fraud and corruption as per paragraph 1.23(c).

In such cases, whether under prior or post review, the Bank will declare misprocurement, and it is the Bank's policy to cancel that portion of the loan allocated to the services that have been misprocured. The Bank may, in addition, exercise other remedies provided for under the Loan Agreement. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still declare misprocurement and apply in full its policies and remedies regardless of whether the loan has closed or not, if it concludes that the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or that the terms and conditions of the contract had been substantially modified without the Bank's no objection.

²⁴ See paragraph 1.25

Annex 4.

Sample Procurement Plan for sub-financing for PoC6 Public entities and TTO

Sub-financing (HAMAG-BICRO), Name of program, Sub-beneficiary (the project leader and project title):						
GOODS AND NON-CONSULTING SERVICES						
No.	Description	Quantity	Method *: Shopping (S) / Direct Contracting (DC) / Open Procedure (OP)	Est. Budget	Date of Invoice / Contract signing	Date of Delivery / Contract Completion
1.						
2.						

**please make notice if DC or S are made under framework agreement*
planned
actual

Sub-financing (HAMAG-BICRO), Name of program, Sub-beneficiary (the project leader and project title):					
CONSULTING SERVICES					
No.	Description	Method: Individual Consultant (IC) / Single Source Selection (SSS) / Consultants' Qualifications (CQ)	Est. Budget	Date of Contract signing	Date of Contract Completion
1.					
2.					

planned
actual

Plan nabave

Program provjere inovativnog koncepta za znanstvenike i istraživače (PoC6 javni korisnici)/ Program podrške uredima za transfer tehnologije

HAMAG-BICRO, Naziv programa, Ime voditelja projekta/Ime projekta:						
ROBA I NE KONZULTANTSKE USLUGE						
Br.	Opis	Količina	Metode nabave*: Šoping - usporedba cijena (S) / Direktno ugovaranje (DC) / Otvoreni postupak javne nabave (OP)	Planirani iznos:	Datum ponude /predračuna / računa / potpisivanja ugovora	Datum isporuke / završetak ugovora
1.						
2.						

* uz metodu S ili DC navesti ukoliko se radi o okvirnom sporazumu

planirano

realizirano

HAMAG-BICRO, Naziv programa, Ime voditelja projekta/Ime projekta:					
KONZULTANTSKE USLUGE					
Br.	Opis	Metode: Individualni konzultant (IC) / Odabir iz jednog izvora (SSS) / Kvalifikacije konzultanta-firme (CQ)	Planirani iznos:	Datum potpisivanja Ugovora	Datum završetka Ugovora
1.					
2.					

planirano

Additional Instructions to the Recognized centers (RC) and Sub-beneficiaries of the PoC and TTO Programs

1. **For the PoC Program** the Procurement plan must be submitted to the RC. The RC will submit all procurement plans and send them to HAMAG-BICRO.
For the TTO Program the Procurement plan is submitted directly to HAMAG-BICRO. The procurement plan should include items from financial plan (project budget) and planned procurement methods for each item. The procurement methods are detailed in this Extract so please read them carefully.
2. **For the PoC Program** the RC will check and control each procurement plan and send comments to the sub-beneficiaries if needed (for example, the sub beneficiary put in procurement plan Consumables which they do not have to, items which defer from financial plan (project budget) are stated...).
HAMAG-BICRO will also send the comments if notices that the procurement plan was not fulfilled in accordance with the Extract.
For the TTO Program, the process of checking and delivering any comments on the Procurement plan is the responsibility of HAMAG-BICRO with the support by PIU.
3. The PIU will review the procurement plan and may ask clarification as well as ask to review the related procurement documentation at any time of the project implementation.
4. The sub-beneficiary is responsible for the selection of the procurement method and for justification in case of SSS and DC method which are described in the Extract. The justifications are not subject to approval by the RC, HAMAG-BICRO or the Bank.
5. Documents like ToR (Terms of Reference), consultant's contracts, offers, etc., also are not subject to prior review, HAMAG-BICRO or the World Bank and should not be submitted for approval to any of these institutions. They must be archived within user premises and available on request.
6. Extract 2. from the Operations Manual for Second Technology Project (STP II) is a document that describes the procurement methods that to be followed.
7. The process of implementation of the project including the procurement itself is responsibility of the Applicant (Project Leader) who must act in accordance with the procedures specified in the tender documents and Extract 2. If the RC or HAMAG-BICRO noticed irregularities they are obliged to inform the Applicant to make changes required.

Dodatne upute prepoznatim centrima i krajnjim korisnicima

1. **Za Program PoC** korisnici trebaju PC-u dostaviti Plan nabave (Anneks 1). Nakon što PC zaprimi sve Planove nabave dostavlja ih HAMAG-BICRO-u.
Za UTT Program Plan nabave dostavlja se direktno HAMAG-BICRO-u.
U plan nabave se unose (potrebne) stavke iz financijskog plana te planirane metode nabave za njih. Sve metode nabave detaljno su opisane u Izvadku te molimo Korisnike da pažljivo čitaju.
2. **Za Program PoC** nakon što PC pregleda Plan nabave, uputit će komentare ukoliko smatra potrebnim (npr. unešeni su operativni troškovi što nije potrebno, unesene su stavke različite od financijskog plana i sl.) HAMAG-BICRO također može uputiti komentare ukoliko primjeti da Plan nabave nije ispunjen u skladu s Izvatkom.
Za UTT Program proces provjere i davanja komentara na Plan nabave je odgovornost HAMAG-BICRO-a uz podršku PIU.
3. PIU će pregledati planove nabave te ukoliko je potrebno zatražiti pojašnjenja. PIU također može korisnika zatražiti na pregled dokumentaciju vezanu uz proces nabave u bilo koje vrijeme provedbe projekta.
4. Korisnik je odgovoran za odabir metoda nabave kao i potrebnog opravdanja / pojašnjenja (justification) u slučaju odabira SSS i DC metode koje su opisane u Izvadku. Odabir metode je isključivo u nadležnosti voditelja projekta (Korisnika) i justification u slučaju nabave iz jednog izvora (SSS, DC) se ne šalje u PC, HAMAG-BICRO ili Banku na suglasnost.
5. Dokumenti poput ToR-a (opis zadataka), konzultantskih ugovora, ponuda i sl. neće se prethodno pregledavati sa strane, HAMAG-BICRO-a, PIU- a Banke te ih ne treba dostavljati niti jednoj od tih institucija i tražiti njihovu suglasnost. Moraju biti arhivirani kod Korisnika i dostupni na zahtjev.
6. Izvadak iz Operativnog priručnika Drugog projekta tehnologijskog razvoja (STP II) je dokument koji opisuje metode nabave kojih se treba pridržavati.
7. Postupak provedbe cijelog projekta pa tako i same nabave isključiva je odgovornost Korisnika koji mora postupati u skladu s procedurama zadanim u natječajnoj dokumentaciji i u Izvadku. Ukoliko PC ili HAMAG-BICRO primijete nepravilnosti dužni su o njima obavijestiti Korisnika te tražiti izmjene.

Annex 6.

Guidance for drafting a Terms of Reference

The TOR should contain sufficient background information on both the assignment and the project to enable invited consultants to present responsive proposals. The level of detail and quality of information that can be contained in the TOR influence the selection method to be adopted. The authors of the TORs should be experts in the relevant area and should be familiar with the local conditions, institutions, legislation, remunerations system, etc. The TOR should clearly define the scope of services, required outputs and deliverables required.

Normally, a TOR should comprise of the following sections:

- A. Project background
- B. Objectives of the assignment
- C. Scope of work
- D. Capacity-building program
- E. List of reports, schedule of deliverables, and period for performance
- F. Data, local services, personnel, and facilities to be provided by the Client
- G. Institutional and organizational arrangements
- H. Qualification requirements (Optional)

A.	Project Background	This section should summarize the main features of the project and describe the key objectives and key purpose of the assignment. It should be clear and not very long. In particular, it should include information such as (i) name of project and borrower; (ii) project location; (iii) rationale of the project; (iv) project history (what has been done so far and by whom); (v) list of relevant studies and basic data; (vi) need for consultants in the project and issues to be resolved.
B.	Objectives of the assignment	The TOR should precisely describe the objectives and expected results of the assignment. It should provide clear guidance to the Consultants whether the objectives of an assignment should include development of sector strategies of studies, or studies on public, institutional, regulatory reform; or preparation of bidding documents; or project management and implementation supervision, etc.
C.	Scope of Work	This is one of the most important sections. It should be very clear and precisely describe what is expected from the Consultants. It should detail all the main activities or tasks to be conducted by the Consultants and the expected results of these activities or tasks. The definition of scope of works should address issues such as and not limited to, (i) relevance of the assignment for the implementation of the project; (ii) definition, limitations of the scope of the assignment; (iii) main issues to be addressed; (iv) alternatives to be considered; (v) required analyses and models; (vi) special equipment requirements; (vii) transfer of knowledge its objectives and scope;

		(viii) language requirements, etc. Please note that the TOR should describe only the activities and not the approach or methodology by which the results are to be achieved, as these should be proposed by the Consultants in their proposal. The client can disclose its own estimate of staff-time needed or its estimate for the services, but not both. In some cases the project may require phased consultant assignments. In such a case, the TOR should provide details on the phases.
D.	Capacity building and transfer of knowledge	If capacity building and transfer of knowledge are a specific objective of the assignment, the TOR provides specific details on the characteristics of the required services and ask consultants to propose approach and methodology.
E.	List of reports, schedule of deliverables, and period for performance	The TOR should indicate the estimated duration of the assignment, from the date of commencement to the date the Client receives and accepts the Consultant's final report. The assignment's reporting requirements should be clearly specified. In particular, for inception and progress reports, there should be a balance between keeping the Client well informed and not forcing consultant to spend excessive amounts of time preparing minor reports. The TOR should indicate the format, frequency, and content of the reports, as well as the number of copies, the language, the names of prospective recipients of the reports and who should clear them. In <i>time based assignments</i> , where the Consultant's outputs cannot be clearly defined, the Consultant may be required to submit progress reports. In <i>lump-sum assignments</i> , the Consultant's outputs should be clearly defined as they are also linked to the payments.
F.	Data, local services, personnel, and facilities to be provided by the Client	Usually the Request for Proposal (RFP) in the section Instruction to Consultants provides information on that. The TOR may complement this information by listing in detail all the information and services that will be made available to the Consultant by the Client. The TOR should also indicate if the Client will provide to the consultant facilities, office space, vehicles, hardware and software, etc. input related to the assignment.
G.	Institutional and organizational arrangements	The TOR should define the institutional set up and the organization surrounding the assignment and indicate the role and responsibilities of all those involved, specifying the type, timing and relevance of participation. The TOR shall define the hierarchy and level of authority of counterpart personnel, as well as the requested level of Client's personnel who will be integrated into the consultant's team. <i>Such a staff is not paid by the consultant.</i>
H.	Qualification requirements (Optional)	The TOR may specify the qualification requirements relevant for this assignment. If the assignment shall be carried out by a firm, the qualification requirements should be with regard to firm's general and specific experience and qualifications for the assignment. If a specialized expertise among the firm's key personnel is required, such requirements may be defined as well. (*Note: CVs of key experts shall not be reviewed at the time of preparation of the short-list. Only the qualification and experience of the firm is taken into consideration.)

Annex 7. Letter of invitation

Request for Proposals – for Selecting a Firm for Advisory Services

Date _____

To

1. The _____ (hereinafter to referred to as the “Client”) invites you to submit a combined technical and financial proposals to provide the following consulting services: **Advisory Services for _____** More details of the services are provided in the attached Terms of Reference.
2. Please submit your technical and financial proposals in accordance with the attached forms. Your proposals will be subject to negotiation between your authorized representative and the Client and may result in a contract. A draft contract is also attached.
4. Your technical and financial proposals should be submitted at following address, not later than _____
5. Please confirm receipt of this invitation by fax and that you will submit the proposals as requested

Sincerely

(Client’s authorized representative)

Annex. 8 Contract forms in English

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS TIME-BASED PAYMENTS

CONTRACT No. *[insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

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 *[insert start date]* and continuing through *[insert completion date]* 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 *[insert ceiling amount]*. 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 man/month spent¹ (or per day spent or per hour spent, subject to a maximum of eight hours per day) 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 *[specify currency]* not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant’s bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator

The Client designates Mr./Ms. *[insert name and job title]* 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 Standard** 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** 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 a 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 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 *[insert government]*, and the language of the Contract shall be *[insert language]*.

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.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

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

ANNEX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

		Rate	Days	Total
(a)	International Travel			
(b)	Local Transportation			
(c)	Per Diem			
				Sub-total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT No. *[insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address*¹].

WHEREAS, the Client wishes to have the Consultant perform 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 personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, 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 *[insert amount]*. 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.

B. Schedule of Payments

The schedule of payments is specified below²:

¹ Avoid use of “P.O. Box” address

² Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

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

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

Any studies reports or other material, graphic, software or otherwise,

- Material** 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 software³.
- 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 *[insert government]*, and the language of the Contract shall be⁴ *[insert language]*
- 13. Dispute Resolution⁵** 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)

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

⁵ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

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.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations

Annex 9. Contract forms in Croatian – Time Based Contract
(Time-based, plaćanja temeljem trajanja pružanja usluge)

UGOVOR br.

OVAJ UGOVOR (u daljnjem tekstu “Ugovor”) sklopljen je dana XXX. godine između xxxx (u daljnjem tekstu “Naručitelj”) sa sjedištem na adresi xxxx, 10000 Zagreb (OIB: xxxx), i xxxx (u daljnjem tekstu “Konzultant”) sa sjedištem na adresi xxxx xxxx (OIB: xxxx).

PRI ČEMU, Naručitelj želi da Konzultant pruži sljedeće usluge koje se ovdje spominju i u daljnjem tekstu, i

PRI ČEMU, Konzultant je spreman pružiti ove usluge,

STOGA SU STRANKE sporazumne u sljedećem:

1. **Usluge**
 - (i) Konzultant će pružiti usluge opisane u Prilogu A “Opis obveza i sadržaj usluga” koji čini sastavni dio ovog Ugovora (u daljnjem tekstu “Usluge”).
 - (ii) Konzultant će predati Naručitelju izvješća navedena u Prilogu B, “Obvezna izvješća Konzultanta”, u vremenskom periodu određenom u tom prilogu, i osigurati osoblje navedeno u Prilogu C, „Procjena troškova Usluga, popis osoblja i raspored plaćanja“ da izvrši uslugu.
2. **Period**

Konzultant će pružiti Usluge tijekom perioda od XXX do XXX ili bilo kojeg drugog perioda, koji stranke mogu naknadno napismeno dogovoriti.
3. **Isplata**
 - A. Najviši iznos

Za Usluge pružene u skladu s Prilogom A, Naručitelj će platiti Konzultantu iznos koji neće biti veći od **XX kuna** (slovima: XXX kuna). Ovaj utvrđeni iznos temelji se na razumijevanju da su uključeni svi troškovi i prihodi Konzultanta kao i porezne obveze i doprinosi koje mogu biti nametnuti Konzultantu. Isplate koje će se vršiti po ovom Ugovoru sastoje se od naknada i povratnih troškova utvrđenih niže u stavkama B i C.
(ako ima PDV-a ubaciti iznos bez I sa PDV-om)
 - B. Naknada

Naknada za Usluge biti će plaćena u mjesečnim obrocima prema stvarno obavljenom radu Konzultanta koristeći jedinične cijene utvrđenim u Prilogu C, “Procjena troškova Usluga, Popis osoblja i raspored plaćanja”.

C. Povratni troškovi

Naručitelj će Konzultantu platiti povratne troškove utvrđene u Prilogu C “Procjena troškova Usluga i raspored plaćanja”, koji se sastoje od i ograničeni su na:

- (i) Normalne i uobičajene rashode za službena putovanja i smještaj. Trošak za službena putovanja biti će refundiran kao trošak putovanja ekonomskom klasom i uz prethodno odobrenje od strane Naručitelja.
- (ii) Drugi i ostali troškovi odobreni od strane Naručitelja.

D. Uvjeti plaćanja

Plaćanje će biti izvršeno u kunama na Konzultantov bankovni žiro račun br. xxxx otvorenog u xxx banci ne kasnije od 30 dana nakon dostave računa ili obračuna odobrenog od strane Koordinatora određenog u točki 4.

4. Upravljanje projektom

A. Koordinator

Naručitelj određuje xxxx, kao Naručiteljevog Koordinatora; Koordinator će biti odgovoran za koordinaciju aktivnosti u sklopu Ugovora, za zaprimanje i odobrenje računa/obračuna za isplatu i za odobrenje isporuka sa strane Naručitelja.

B. Izvješće o radu

Tijekom njegovog rada u sklopu Ugovora, uključujući i rad na terenu, Konzultant može biti zatražen da ispuni izvješće o radu ili neki drugi dokument korišten u cilju utvrđivanja utrošenog vremena, i nastalih troškova, po nalogu Naručiteljevog Koordinatora.

C. Evidencije i računi

Konzultant će voditi točnu i sustavnu evidenciju i račune vezane za Usluge, koji će jasno identificirati sve naknade i troškove. Naručitelj zadržava pravo da provede reviziju ili imenuje renomiranu tvrtku za reviziju evidencije Konzultanta vezano za iznose troškova u sklopu Ugovora tijekom njegovog trajanja ili produljenja, i za period od tri mjeseca nakon završetka Ugovora.

5. Standardi pružanja usluga

Konzultant prihvaća pružanje Usluga u skladu s najvišim standardima profesionalne i etičke stručnosti i poštenja. Konzultant će trenutno zamijeniti bilo kojeg djelatnika u okviru ovog Ugovora kojeg Naručitelj smatra nezadovoljavajućim.

6. Nadzor i revizija

Konzultant će dozvoliti, i osigurati da njegovi pod-konzultanti dozvole, Banci i/ili osobama ili revizorima imenovanih od strane Banke pregled

i/ili reviziju svojih računa i evidencije i ostalih dokumenata povezanih s podnošenjem ponude za pružanje Usluga i za izvođenje Ugovora. Bilo kakav propust u pridržavanju s ovim obavezama može predstavljati zabranjeno postupanje koje je podložno raskidu ugovora i/ili nametanju sankcija od strane Banke (uključujući određivanje nepodobnosti bez ograničenja) sukladno prevladavajućim postupcima sankcioniranja Banke.

- 7. Povjerljivost** Konzultant neće tijekom trajanja Ugovora i dvije godine nakon isteka Ugovora, otkriti povjerljive informacije u svezi Usluga, ovog Ugovora ili Naručiteljevog poslovanja i djelovanja, bez prethodnog pisanog pristanka Naručitelja.
- 8. Vlasništvo nad materijalima i autorska prava** Sve studije, izvješća ili drugi materijal, grafički materijal, softverski materijali i slično koje Konzultant pripremi za Naručitelja u okviru ovog Ugovora, pripadat će i ostat će u vlasništvu Naručitelja. Konzultant smije zadržati kopiju takvih dokumenata i softvera.
- (OVO OSTAVITI SAMO AKO SU U PITANJU AUTORSKA DJELA)**
Konzultant zadržava pravo na priznanje autorstva za sve studije, izvješća ili druge materijale, grafičke materijale, softver ili slično, pripremljene u sklopu Ugovora.
- 9. Konzultant neće biti uključen u određene aktivnosti** Konzultant se slaže da će tijekom trajanja ovog Ugovora i po isteku ovog Ugovora, Konzultant i bilo koji subjekt povezan sa Konzultantom, biti diskvalificirani iz pružanja usluga (osim ovih Usluga i nastavka istih) za bilo koji projekt koji rezultira iz, ili je usko povezan s Uslugama.
- 10. Osiguranje** Konzultant će biti odgovoran za pribavljanje svih odgovarajućih polica osiguranja.
- 11. Ustup** Konzultant neće ustupiti ovaj Ugovor ili podugovoriti bilo koji dio ovog Ugovora bez prethodnog pismenog odobrenja Naručitelja.
- 12. Jezik i pravo primjene** Ovaj Ugovor će biti provoden u skladu sa zakonima Republike Hrvatske, a Ugovor će biti na hrvatskom jeziku.
- 13. Rješavanje sporova** Svaki spor koji proizađe iz ovog Ugovora koji se ne može dogovorno riješiti među strankama, bit će upućen na pravorijek/arbitražu u skladu sa zakonima Republike Hrvatske.

14. Raskid Ugovora Ovaj Ugovor može biti raskinut od strane Naručitelja, u periodu ne kraćem od deset (10) radnih dana putem pismene obavijesti upućene Konzultantu u slučaju događaja navedenog pod stavkama (a) do (d) ove točke:

- (a) Ukoliko Konzultant ne ispravi propust u izvedbi svojih obveza u sklopu Ugovora, unutar sedam (7) radnih dana nakon što je o istome bio obaviješten ili tijekom daljnjeg perioda koje su Naručitelji naknadno odobrili pismenim putem;
- (b) Ukoliko Konzultant postane insolventan ili bankrotira;
- (c) Ako je Konzultant, po prosudbi Naručitelja ili Banke upleten u nepoštene, korupcijske, prisilne ili tajno dogovorene postupke (kao što je definirano prevladavajućim postupcima sankcioniranja Banke) pri natjecanju za dodjelu Ugovora ili pri izvršavanju Ugovora.
- (d) Ako Naručitelj, po vlastitoj prosudbi ili iz bilo kojeg drugog razloga, odluči raskinuti Ugovor.

Konzultant može raskinuti ovaj Ugovor uz prethodnu pismenu obavijest Naručitelju u periodu ne kraćem od dvadeset (20) dana.

Ovaj Ugovor izrađen je u četiri originalno potpisanih primjeraka od kojih tri pripadaju Naručitelju, a jedan Konzultantu.

Zagreb, XXXX

ZA KONZULTANTA:

ZA NARUČITELJA:

OXXXX

XXXX

XXXX

POPIS PRILOGA

Prilog A: Opis obveza i sadržaj usluga

Prilog B: Obvezna izvješća konzultanta

Prilog C: Procjena troškova usluga, popis osoblja (sa životopisima) i raspored plaćanja

Prilog C

Procjena troškova usluga, popis osoblja i raspored plaćanja

Napomena: Primjer, ovo varira od ugovora do ugovora i ovisno što se ispregovara. Ako imate firmu onda ovdje treba doći popis osoblja i raspored troškova po aktivnostima

Proračun najvišeg iznosa ugovora:

I	Ukupni troškovi naknada:	
II	Procjena troška za poreze i prireze:	
III	Troškovi putovanja i povezanih troškova:	
IV	Iznos za nepredviđene troškove:	
Ukupni najviši iznos Ugovora (I+II+III+IV):		

UGOVOR br.

OVAJ UGOVOR (u daljnjem tekstu “Ugovor”) sklopljen je dana XXX. godine između xxxx (u daljnjem tekstu “Naručitelj”) sa sjedištem na adresi xxxx, 10000 Zagreb (OIB: xxxx), i xxxx (u daljnjem tekstu “Konzultant”) sa sjedištem na adresi xxxx xxxx (OIB: xxxx).

PRI ČEMU, Naručitelj želi da Konzultant pruži sljedeće usluge koje se ovdje spominju i u daljnjem tekstu, i

PRI ČEMU, Konzultant je spreman pružiti ove usluge,

STOGA SU STRANKE sporazumne u sljedećem:

- 1. Usluge**
 - (i) Konzultant će pružiti usluge opisane u Prilogu A “Opis obveza i sadržaj usluga” koji čini sastavni dio ovog Ugovora (u daljnjem tekstu “Usluge”).
 - (ii) Konzultant će predati Naručitelju popis osoblja koji će pružiti usluge u Prilogu B 'Popis osoblja' (iii) Konzultant će predati Naručitelju izvješća u obliku i vremenskom periodu navedenim u Prilogu C, “Obvezna izvješća Konzultanta”

- 2. Period** Konzultant će pružiti Usluge tijekom perioda od XXX do XXX ili bilo kojeg drugog perioda, koji stranke mogu naknadno napismeno dogovoriti.

- 3. Isplata**
 - A. Najviši iznos

Za Usluge pružene u skladu s Prilogom A, Naručitelj će platiti Konzultantu iznos koji neće biti veći od **XX kuna** (slovima: XXX kuna). Ovaj utvrđeni iznos temelji se na razumijevanju da su uključeni svi troškovi i prihodi Konzultanta kao i porezne obveze i doprinosi koje mogu biti nametnuti Konzultantu (ako ima PDV-a ubaciti iznos bez I sa PDV-om)
 - B. Raspored plaćanja

Raspored plaćanja definiran je niže:³⁰
(ubaciti detaljnu listu plaćanja navodeći iznos svakog plaćanja, Plaćanje po izvještaju i valutu)
 - C. Uvjeti plaćanja

Plaćanje će biti izvršeno u (*napisati valutu*) na Konzultantov bankovni žiro račun br. xxxx otvorenog u xxx banci ne kasnije od 30 dana nakon dostave računa ili obračuna odobrenog od strane Koordinatora određenog u točki 4.

- 4. Upravljanje projektom**
- A. Koordinator
- Naručitelj određuje xxxx, kao Naručiteljevog Koordinatora; Koordinator će biti odgovoran za koordinaciju aktivnosti u sklopu Ugovora, za zaprimanje i odobrenje računa/obračuna za isplatu i za odobrenje isporuka sa strane Naručitelja.
- B. Izveštaji navedeni u Prilogu C: 'Obvezna izvješća konzultanta' trebaju se podnijeti za vrijeme trajanja zadatka i čine osnovu za plaćanje prema točki 3.
- 5. Standardi pružanja usluga**
- Konzultant prihvaća pružanje Usluga u skladu s najvišim standardima profesionalne i etičke stručnosti i poštenja. Konzultant će trenutno zamijeniti bilo kojeg djelatnika u okviru ovog Ugovora kojeg Naručitelj smatra nezadovoljavajućim.
- 6. Nadzor i revizija**
- Konzultant će dozvoliti, i osigurati da njegovi pod-konzultanti dozvole, Banci i/ili osobama ili revizorima imenovanih od strane Banke pregled i/ili reviziju svojih računa i evidencije i ostalih dokumenata povezanih s podnošenjem ponude za pružanje Usluga i za izvođenje Ugovora. Bilo kakav propust u pridržavanju s ovim obavezama može predstavljati zabranjeno postupanje koje je podložno raskidu ugovora i/ili nametanju sankcija od strane Banke (uključujući određivanje nepodobnosti bez ograničenja) sukladno prevladavajućim postupcima sankcioniranja Banke.
- 7. Povjerljivost**
- Konzultant neće tijekom trajanja Ugovora i dvije godine nakon isteka Ugovora, otkriti povjerljive informacije u svezi Usluga, ovog Ugovora ili Naručiteljevog poslovanja i djelovanja, bez prethodnog pisanog pristanka Naručitelja.
- 8. Vlasništvo nad materijalima i autorska prava**
- Sve studije, izvješća ili drugi materijal, grafički materijal, softverski materijali i slično koje Konzultant pripremi za Naručitelja u okviru ovog Ugovora, pripadat će i ostat će u vlasništvu Naručitelja. Konzultant smije zadržati kopiju takvih dokumenata i softvera.
- (OVO OSTAVITI SAMO AKO SU U PITANJU AUTORSKA DJELA)**
Konzultant zadržava pravo na priznanje autorstva za sve studije, izvješća ili druge materijale, grafičke materijale, softver ili slično, pripremljene u sklopu Ugovora.
- 9. Konzultant neće biti uključen u određene**
- Konzultant se slaže da će tijekom trajanja ovog Ugovora i po isteku ovog Ugovora, Konzultant i bilo koji subjekt povezan sa Konzultantom, biti diskvalificirani iz pružanja usluga (osim ovih Usluga i nastavka

- aktivnosti** istih) za bilo koji projekt koji rezultira iz, ili je usko povezan s Uslugama.
- 10. Osiguranje** Konzultant će biti odgovoran za pribavljanje svih odgovarajućih polica osiguranja.
- 11. Ustup** Konzultant neće ustupiti ovaj Ugovor ili podugovoriti bilo koji dio ovog Ugovora bez prethodnog pismenog odobrenja Naručitelja.
- 12. Jezik i pravo primjene** Ovaj Ugovor će biti proveden u skladu sa zakonima Republike Hrvatske, a Ugovor će biti na hrvatskom jeziku.
- 13. Rješavanje sporova** Svaki spor koji proizađe iz ovog Ugovora koji se ne može dogovorno riješiti među strankama, bit će upućen na pravorijek/arbitražu u skladu sa zakonima Republike Hrvatske.
- 14. Raskid Ugovora** Ovaj Ugovor može biti raskinut od strane Naručitelja, u periodu ne kraćem od deset (10) radnih dana putem pismene obavijesti upućene Konzultantu u slučaju događaja navedenog pod stavkama (a) do (d) ove točke:
- (a) Ukoliko Konzultant ne ispravi propust u izvedbi svojih obveza u sklopu Ugovora, unutar sedam (7) radnih dana nakon što je o istome bio obaviješten ili tijekom daljnjeg perioda koje su Naručitelji naknadno odobrili pismenim putem;
 - (b) Ukoliko Konzultant postane insolventan ili bankrotira;
 - (c) Ako je Konzultant, po prosudbi Naručitelja ili Banke upleten u nepoštene, korupcijske, prisilne ili tajno dogovorene postupke (kao što je definirano prevladavajućim postupcima sankcioniranja Banke) pri natjecanju za dodjelu Ugovora ili pri izvršavanju Ugovora.
 - (d) Ako Naručitelj, po vlastitoj prosudbi ili iz bilo kojeg drugog razloga, odluči raskinuti Ugovor.

Konzultant može raskinuti ovaj Ugovor uz prethodnu pismenu obavijest Naručitelju u periodu ne kraćem od dvadeset (20) dana.

Ovaj Ugovor izrađen je u četiri originalno potpisanih primjeraka od kojih tri pripadaju Naručitelju, a jedan Konzultantu.

Zagreb, XXXX

ZA KONZULTANTA

ZA NARUČITELJA:

POPIS PRILOGA

Prilog A: Opis obveza i sadržaj usluga

Prilog B: Popis osoblja (sa životopisima) i odgovarajuća jedinična cijena

Prilog C: Obvezna izvješća konzultanta