

Z A K O N

O POTVRĐIVANJU OKVIRNOG SPORAZUMA O ZAJMU LD 1768 (2012) IZMEĐU BANKE ZA RAZVOJ SAVETA EVROPE I REPUBLIKE SRBIJE

Član 1.

Potvrđuje se Okvirni sporazum o zajmu LD 1768 (2012) između Banke za razvoj Saveta Evrope i Republike Srbije, potpisan 27. januara 2016. godine u Parizu, Republika Francuska i 5. februara 2016. godine u Beogradu, Republika Srbija u originalu na engleskom jeziku.

Član 2.

Tekst Okvirnog sporazuma o zajmu LD 1768 (2012) između Banke za razvoj Saveta Evrope i Republike Srbije, u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

FRAMEWORK LOAN AGREEMENT

between

COUNCIL OF EUROPE DEVELOPMENT BANK

and

REPUBLIC OF SERBIA

The **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, Paris (hereinafter, the **CEB**), on the one hand,

and

The **REPUBLIC OF SERBIA** (hereinafter, the **Borrower**), on the other hand,

- Having regard to the loan application submitted by the Republic of Serbia dated 21 February 2012 (hereinafter, the **Loan Application**),
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to the CEB's Loan Regulations adopted by the CEB Administrative Council's Resolution 1495 (2006) and subsequently amended by the CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the **Loan Regulations**).
- Having regard to the CEB's Overall policy framework for loan and project financing (hereinafter, the **Loan Policy**) adopted by the CEB Administrative Council's Resolution 1495 (2006) and subsequently amended by the CEB Administrative Council's Resolutions 1522 (2009) and 1530 (2010),
- Having regard to the CEB's Environmental Policy adopted by the CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the **Environmental Policy**),
- Having regard to the CEB's Procurement Guidelines adopted by the CEB's Administrative Council in September 2011 (hereinafter, the **Procurement Guidelines**),

HAVE AGREED UPON THE FOLLOWING:

Definitions

“**Allocation**” means the commitment of a Tranche by the Borrower to the eligible component parts of the Project (identified by means of a standard table appended to this Agreement) even if such Tranche has not yet been paid out for the Project.

“**Business Day**” means a day on which the TARGET 2 System (Trans-European Automated Real-time Gross Settlement Express Transfer System) is operating.

“**Closing Date**” means the date from which, upon notification by the CEB to the Borrower, no further disbursements can be requested by the Borrower.

“**Environmental Law**” means EU law and the national laws and regulations of the Republic of Serbia, as well as applicable international treaties, of which a principal objective is the preservation, protection or improvement of the environment.

“**EURIBOR**” (Euro Interbank Offered Rate) is the rate at which euro interbank term deposits within the euro zone are offered by one prime bank to another prime bank. It is sponsored by the European Banking Federation, computed by Reuters and published every Business Day in Brussels at 11 a.m. on Reuters page EURIBOR01.

“**Final Beneficiaries**” are the individuals that benefit from the social effects of the Project.

“**Modified Following Business Day Convention**” means a convention whereby if a specified date would fall on a day which is not a Business Day, such date would be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date would be the first preceding day that is a Business Day.

“**Project Implementing Body**” (hereinafter called the **PIB**) means the Ministry of Justice of the Republic of Serbia (or any successor thereto), which, by delegation of the Borrower, oversees the implementation of the Project.

“**Project Implementation Unit**” (hereinafter called the **PIU**) means the dedicated coordinating structure, which, by delegation of the PIB, is in charge of the day-to-day implementation, management and follow-up of the activities included under the Project.

“**Projected State of Progress of Works**” means the ratio of eligible expenditures, for all the component parts of the Project, to total eligible cost of the Project, where eligible expenditures include already-incurred expenditures as well as those that are expected to be incurred for a determined period of time not exceeding one year from the date of the latest monitoring report (as defined in Article 4.2.2. below).

“**State of Progress of Works**” means the ratio of already-incurred eligible expenditures, on all the component parts of the Project, to total eligible cost of the Project.

“**Tranche**” means an amount disbursed or to be disbursed from the loan.

Article 1. Conditions

The Loan is granted under the general conditions of the Loan Regulations and under the special conditions established by this framework loan agreement (hereinafter the **Agreement**), its Appendices and its side letters (hereinafter the **Side Letters**).

Article 2. The Project

The CEB grants to the Borrower, who accepts, a Loan (hereinafter, the **Loan**) for the financing of the Project ref. LD 1768 (2012), approved by CEB's Administrative Council on 15 March 2012, consisting in the partial financing of the construction and equipment of a new prison facility located in Kragujevac (Serbia) (hereinafter, the **Project**).

The Loan is granted by the CEB in consideration of the commitment that the Borrower is making to apply it solely to financing the Project, as described in Appendix 1, and to carry out such Project under the conditions which are detailed in this Agreement and its Appendices.

Any change to the way the Loan is applied that has not received the CEB's approval may lead to the suspension, cancellation or early reimbursement of the Loan, under the terms of Articles 3.3., 3.5. and 3.6. of the Loan Regulations.

Article 3. The Loan

3.1. Financial conditions

The amount of the Loan granted is:

EUR 17 000 000
Seventeen million euros

It shall be disbursed in Tranches.

For each Tranche, the amount, the interest rate, the disbursement date, the repayment period and each party's accounts for payments shall be determined jointly by the Borrower and the CEB. The repayment period shall not be greater than twenty (20) years, including up to five (5) years of grace.

A Side Letter which specifies these conditions shall be drawn up at the time of disbursement substantially in the form set out in Appendix 2.

3.2. Disbursement

The CEB shall disburse the Loan in a minimum of two (2) Tranches. The amount of each Tranche shall be determined according to the State of Progress of Works and/or Projected State of Progress of Works.

The signature of the Side Letter for the first Tranche must occur within twelve (12) months following the entry into force of the present Agreement as defined under Article 3.3.

The first Tranche shall not exceed 50% of the approved Loan amount.

Each subsequent Tranche can be disbursed only after the Borrower confirms in writing to the CEB, subject to compliance with article 4.2.2. below, that 90% of the previous Tranche has been Allocated.

3.3. Conditions for disbursement

The signature of the Side Letter for the first Tranche will be subject to the CEB having previously received, in form and substance satisfactory to it, of the following evidence or documentation:

1. Evidence in English satisfactory to CEB that the execution of this Agreement by the Borrower has been duly authorised and that the person(s) signing this Agreement is/are duly authorised to do so with the specimen signature of such person(s); and
2. Legal opinion in English issued by the Ministry of Justice, in form and substance satisfactory to CEB, covering the issues of capacity, power and authority of the Borrower and confirming that the Agreement is valid, binding and enforceable in accordance with its terms.
3. Evidence that the Feasibility Report prepared for the Project has been officially approved by the Borrower;
4. Evidence that a PIU has been set up by the PIB in accordance with Article 4.1.2. of the Agreement;
5. A Procurement Plan in accordance with Article 4.1.3. of the Agreement;

In addition, the signature of the Side Letters for all Tranches, including the first Tranche, shall be subject to the CEB having previously received the following:

1. Evidence in English satisfactory to CEB that the execution of the relevant Side Letters by the Borrower has been duly authorised;
2. Evidence that the person(s) signing the relevant Side Letter is/are duly authorised to do so with the specimen signature of such person(s).

3.4. Closing Date

The Closing Date is set at 30 September 2019.

If deemed necessary, the Parties may agree to an extension of the Closing Date by means of an exchange of letters.

3.5. Payment details

All the amounts due by the Borrower under this Agreement are payable in the currency of each Tranche to the account number communicated by the CEB to the Borrower at the time of disbursement.

The Borrower or the bank instructed by the Borrower, as the case may be, shall send a written payment notice to the CEB at least five (5) Business Days before payment of any amounts due under this Agreement.

Any payment under this Agreement shall be made on a Business Day subject to the Modified Following Business Day Convention.

Article 4. Monitoring the Loan and the Project

4.1. Use of the Loan

4.1.1. Period

Unless otherwise agreed to in writing between the Parties (by means of an exchange of letters), the Borrower shall allocate the Tranches within twelve (12) months after each disbursement. The proceeds of the Loan cannot be used for the financing of taxes, customs and other duties.

The amount not allocated to the Project within such period shall be repaid to the CEB within thirty (30) days upon expiration of the aforementioned 12-month period.

The Borrower undertakes to bear the cost resulting from this repayment. This cost shall include that which the CEB will have to bear due to the reinvestment of the same amount on the date of repayment for the residual life of the original Loan, as well as any other related cost. The reinvestment rate shall be determined by the CEB on the basis of market conditions on the repayment date and for the period in question. The cost shall therefore be calculated taking into account the difference between the original rate and the reinvestment rate.

Furthermore, if a Tranche disbursed by the CEB is not allocated to the Project or is only partially allocated to it within the period mentioned in the first paragraph above, this would constitute an event as listed in Article 3.3. (h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3., 3.5. and 3.6. of the Loan Regulations.

4.1.2. Implementation of the Project

The Borrower designates the Ministry of Justice as the PIB. The PIB will establish and maintain within its structure a Project Implementation Unit (PIU). The Borrower undertakes (i) to provide the necessary complementary financial resources needed for the functioning of the PIU within the budget line of the PIB (as described in Appendix 1); and (ii) to take all necessary actions for the PIU to be appropriately staffed and equipped.

The PIU will keep a separate account for all the activities carried out under the Project which may be audited by CEB.

Notwithstanding the above, the Borrower shall remain responsible to ensure compliance with the obligations set forth under the Agreement and liable for any infringement thereof.

4.1.2.1. Duty of care

The Borrower shall apply all care and diligence, and shall exercise all typically used means, in particular legal, financial, technical, social and managerial, which are required for the proper implementation of the Project.

4.1.2.2. Increased or revised cost of the Project

Should the costs of the Project, as described in Appendix 1 attached hereto, increase or be revised for whatever reason, the Borrower shall ensure that the additional financial resources for the completion of the Project are available.

In any case, financing by the CEB shall not exceed 60% of the total cost of the Project, excluding interest and financial charges, such as defined in Appendix 1.

4.1.2.3. CEB visibility

The Borrower shall (i) indicate in all its promotional material related to the Project that the latter is partly financed by the CEB (displaying in an appropriate way CEB's logo) and (ii) consult with CEB regarding the official press releases about the Project.

4.1.2.4. Project undertakings

The Borrower undertakes that:

- The implementation of the Project will comply with the eligibility criteria/eligible costs set out in the Loan Policy;

- The implementation of the Project will comply with the Environmental Policy. In particular, the PIB, on behalf of the Borrower, shall ensure that:
 - (i) All environmental impact assessments (EIA), consents and planning permissions, as and when necessary for the realisation of the Project, are timely obtained from competent authorities and all recommendations/conditions attached to each such EIA, consent or permission are fulfilled;
 - (ii) The conceptual design of the Project sets targets on indicators in terms of energy consumption as well as monitoring instruments to compare energy performance of new and existing buildings and facilities.
- All rights of way or use related to land and real estate property will be timely obtained and remain in force;
- All works and property forming part of the Project are permanently insured in accordance with standard industry practice;
- Maintenance (direct or indirect), repair, overhaul and renewal of all equipment and real estate property forming part of the Project will be carried out as required to keep it in good working order; in this respect, the Borrower shall inform CEB in due course of all the arrangements made to this end.
- The implementation of the Project will not lead to a violation of the European Convention on Human Rights and of the European Social Charter; and
- The implementation of the Project will comply with the relevant rules on fraud, corruption and money laundering, as further detailed below under Article 4.1.4.

Failure to comply with the above undertakings would constitute an event as indicated in Article 3.3. (h) of Chapter 3 of the Loan Regulations and, following a notification from CEB, may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Article 3.3., 3.5. and 3.6. of the Loan Regulations.

4.1.3. Procurement

Procurement of supplies, works and services to be financed under the Project shall comply with the Procurement Guidelines. In particular, the thresholds above which the Borrower shall be required to obtain supplies, works and services through international procurement procedures are the ones set out in the relevant EU Procurement Directives, as published from time to time in the Official Journal of the European Union (OJEU). The Procurement Plan (and any update thereof) indicating the procurement methods for each contract shall be submitted to the CEB for approval. Upon receipt, the CEB will inform the Borrower of the scope of review that CEB will carry out for each contract.

Should the Borrower fail to comply with the undertakings arising out of the Procurement Guidelines, the CEB (i) may declare the relevant contract expenditure as ineligible for Allocation under the Project; and/or (ii) may proceed with the suspension, cancellation or demand of early reimbursement of the Loan under the terms of Articles 3.3., 3.5. and 3.6. of the Loan Regulations.

4.1.4. Integrity Commitment

The Borrower warrants that it has not committed, and no person to its present knowledge has committed, and undertakes that it will not commit, and no person, with its consent or prior knowledge, will commit, in connection with the procurement

process under the Project or the execution of any contract under the Project, as described in Appendix 1, a corrupt, fraudulent, coercive or collusive practice.

For the purposes of this Agreement:

- “A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party”;
- “A 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”;
- “A 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”;
- “A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party”.

In this respect, the knowledge of any member of the PIB or PIU shall be deemed the knowledge of the Borrower. The Borrower undertakes to inform CEB if it should become aware of any fact or information suggestive of the commission of any such practice.

The Borrower shall also ensure that the PIU will institute, maintain and comply with internal procedures and controls in compliance with applicable national laws and best practices, for the purpose of ensuring that no transaction is entered into (i) with the aim of money laundering or (ii) with the aim of financing terrorism, particularly for the benefit of any of the individuals or institutions named on the lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267 (1999), 1373 (2001) (available at <http://www.un.org/terrorism>), as updated from time to time, and/or by the Council of the EU pursuant to its Common Positions 2001/931/CSFP and 2002/402/CSFP and their related or successor resolutions and/or implementing acts in connection with terrorism financing matters.

Failure to comply with the above warranties and undertakings would constitute a breach of Article 3.3. (g) and/or Article 3.3. (h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3., 3.5. and 3.6. of the Loan Regulations.

The PIB, on behalf of the Borrower, undertakes:

- (a) To take such action as CEB shall reasonably request to investigate and/or terminate any alleged or suspected act or failure to comply with the undertakings described in Article 4.1.4.;
- (b) To facilitate any investigation that CEB may make concerning any such act or failure to comply with the undertakings described in Article 4.1.4.;
and
- (c) To inform CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such act or failure to comply with the undertakings described in Article 4.1.4.

The Head of the PIB shall be responsible for contacts with CEB for the purposes of Article 4.1.4.

4.2. Information requirements

4.2.1. Information concerning the Project

The PIU, on behalf of the Borrower, shall keep accounting records concerning the Project, which shall be in conformity with international standards, showing, at any point, the Project's state of progress, and which shall record all operations made and identify the assets and services financed with the help of the Loan.

The PIU, on behalf of the Borrower, undertakes to respond within a reasonable period to any request for information from the CEB and to provide it with any documentation that the CEB should consider necessary and may reasonably request, for the proper implementation of the Agreement, particularly as concerns the monitoring of the Project and the use of the Loan.

The PIU, on behalf of the Borrower, shall inform the CEB immediately of any legislative or regulatory change in the economic sector relevant to the Project, and, in a general sense, of any event which may have a material adverse impact on the execution of its obligations under the Agreement. Any event that may have a material adverse impact on the execution of the Borrower's obligations under the Agreement would constitute an event as listed in Article 3.3 (h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3., 3.5. and 3.6. of the Loan Regulations.

4.2.2. Monitoring reports

Every six (6) months, from the beginning of Project implementation until completion of the entire Project, the PIU, on behalf of the Borrower, shall send to the CEB a monitoring report as of mid-year and year-end. The PIU shall also send a monitoring report prior to any disbursement request with the exception of the first Tranche. These reports must be deemed satisfactory by the CEB before any disbursements may be made.

Monitoring reports shall address:

- The state of Allocation of the disbursed Loan Tranches;
- The progress of the Project's financing and procurement plans;
- The progress of the Project itself, in terms of physical advancement and expenditures incurred;
- Project management details; and
- Project performance indicators (as specified in Appendix 4).

Appendix 3 provides the template specifying the minimum information required by the CEB for monitoring reports. Alternative formats containing the same information may also be used.

4.2.3. Project completion report

Upon physical completion of the entire Project, the PIU, on behalf of the Borrower, shall present a final report containing an appraisal of the Project's economic, financial, social and environmental effects. This report must be deemed satisfactory by the CEB.

4.2.4. Monitoring missions

The PIU, on behalf of the Borrower, undertakes to favourably receive any monitoring missions carried out by employees of the CEB or outside consultants hired by the CEB, and to provide all the necessary co-operation, including by facilitating visits to

the relevant Project sites. In particular, the CEB may have an on-site audit of the Project's accounting carried out by one or more consultants of its choice, at the Borrower's expense, in the case of default by the Borrower in respect of any of its obligations under the Loan.

Article 5. Discharge of the Borrower's obligations

After payment of the full amount of the principal of the Loan and all interest and other expenses resulting therefrom, in particular those amounts under Articles 6. and 7. below, the Borrower shall be fully released from its obligations towards the CEB, with the exception of those set out in Articles 4.2.1. and 4.2.4. above for the purposes of a possible ex-post evaluation of the Project.

Article 6. Interest for delay

For disbursements in EURO, and notwithstanding any other recourse available to the CEB under the Agreement and the Loan Regulations or otherwise, if the Borrower does not pay all interest or any other amount payable under the Agreement, at the latest on the due date specified, the Borrower must pay additional interest on the amount due and not fully paid, at the one-month EURIBOR rate as of the due date at 11 a.m. (local time in Brussels), plus 2.5% per annum, as of the due date of this amount until the date of actual payment.

The applicable one-month EURIBOR rate shall be updated every 30 days.

Article 7. Associated costs

All duties and taxes of all kinds, due and paid, and all expenses resulting either from the conclusion, execution, liquidation, cancellation or suspension of this Agreement, in all or in part, or from the guarantee or the Loan, together with all judicial or extra-judicial acts having this Loan as their origin, shall be borne by the Borrower.

However, the provisions of Article 4.7. of Chapter 4 of the Loan Regulations shall apply regarding the costs of the arbitration procedure mentioned in said Chapter 4.

Article 8. Pari passu and negative pledge

The Borrower declares that no other commitment has been made or will be made in the future which might give a third party a preferential rank, a preferential right of payment, a collateral or guarantee of any nature whatsoever which might confer enhanced rights upon third parties (hereinafter, a **Security**).

If such a Security were nevertheless granted to a third party, the Borrower agrees to form or supply an identical Security in favour of the CEB or, where it is hindered in doing so, an equivalent Security, and to stipulate the formation of such a Security in favour of the CEB.

Failure to comply with these provisions would represent an event as laid down in Article 3.3. (h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3., 3.5. and 3.6. of the Loan Regulations.

Article 9. Representations and warranties

The Borrower represents and warrants:

- that its competent bodies have authorised it to enter into the Agreement and have given the signatory(ies) the authorisation therefor, in

accordance with the laws, decrees, regulations, articles of association and other texts applicable to it;

- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations, articles of association, and other texts applicable to it and that all the permits, licences, and authorisations necessary therefor have been obtained and shall remain valid for the entire Loan period.

Any change in relation to the above representations and warranties must, for the entire Loan period, be notified to the CEB immediately, and any supporting documents provided.

Article 10. Relations with third parties

The Borrower may not raise any fact relating, within the scope of the use of the Loan, to its relations with third parties in order to avoid fulfilling, either totally or partially, the obligations resulting from the Agreement.

The CEB may not be involved in disputes which might arise between the Borrower and third parties and the costs, whatever their nature, incurred by the CEB due to any claims, and in particular all legal or court costs, shall be at the expense of the Borrower.

Article 11. Interpretation of the Agreement

The Borrower states that it has received a copy of the Loan Regulations, and has taken note thereof. Where there is a contradiction between any provision whatsoever of the Loan Regulations and any provision whatsoever of the Agreement, the provision of the Agreement shall prevail.

The headings of the paragraphs, sections, and chapters of the Agreement shall not be used for its interpretation.

In no case shall it be presumed that the CEB has tacitly waived any right granted to it by the Agreement.

Article 12. Applicable law

The Agreement, its Appendices and the Side Letters relating thereto shall be governed by the rules of the CEB as specified in the provisions of Article 1, paragraph 3, of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949) and, secondarily, if necessary, by French law.

Disputes between the parties to the Agreement shall be subject to arbitration under the conditions laid down in Chapter 4 of the Loan Regulations.

Article 13. Execution of an arbitration award

The Parties agree not to take advantage of any privilege, immunity or legislation before any jurisdictional or other authority, whether domestic or international, in order to object to the enforcement of an award handed down under the conditions laid down in Chapter 4 of the Loan Regulations.

Article 14. Notices

Any notice or other communication to be given or made under this Agreement to CEB or the Borrower shall be in writing and shall be deemed to have been duly given

or made when it is delivered by hand, airmail or facsimile by one party to the other at such party's address specified below.

For the Borrower: **Ministry of Finance of the Republic of Serbia**
20, Kneza Miloša Street – 11000 Belgrade, Serbia
Attention: Minister of Finance and/or State Secretary
Fax: (+381 11) 361 89 61 [or] (+381 11) 364 26 32

For the CEB: **Council of Europe Development Bank**
55, avenue Kléber – 75116 Paris, France
Attention: Directorate General for Loans and Social
Development
Fax: (+33 1) 47 55 37 52

All communications to be given or made shall be in English or French or, if in another language, shall be accompanied by an English or French certified translation thereof, when so required by the CEB.

Article 15. Entry into force

The Agreement shall enter into force upon ratification by the Parliament of the Republic of Serbia and upon written confirmation to that effect received by CEB from the Borrower.

Article 16. Originals of Agreement

The Agreement is drawn up in two (2) originals, each of which is equally valid. One original is kept by each of the Parties.

Belgrade, on February 5th, 2016
For the **Republic of Serbia**

.....
Name Dušan Vujović, Ph.D.
Title Minister of Finance

Paris, on 27. Januarz 2016
For the **Council of Europe Development Bank**

.....
The Governor / Vice-Governor
Apolonio RUIZ LIGERO
Vice-Governor

LIST OF APPENDICES**APPENDIX 1 PROJECT DESCRIPTION****APPENDIX 2 SIDE LETTER (TEMPLATES):**

- *Appendix 2a: Side Letter for a fixed rate loan in Euro*
- *Appendix 2b: Side Letter for a floating rate loan in Euro*

APPENDIX 3 MONITORING REPORTS (TEMPLATES):

- *Narrative Monitoring Report*
- *Table 1: Costs/Financing sources*
- *Table 2: Annual Procurement Plan*
- *Table 3: List of awarded contracts*
- *Table 4: Loan utilisation*
- *Table 5: Financial sources*
- *Table 6: Breakdown of funding received*

APPENDIX 4 PROJECT PERFORMANCE INDICATORS

Appendix 1

PROJECT DESCRIPTION

I.	LD reference:	1768 (2012)																																																																								
	Borrower:	Republic of Serbia (through the Ministry of Finance)																																																																								
	Approval by the Administrative Council:	15 March 2012																																																																								
	Amount approved:	EUR 17 000 000																																																																								
II.	Sector of action:	The Project will encompass the following sector of action of the CEB: <i>“Infrastructure of administrative and judicial public services”</i> .																																																																								
	Planned works:	The objective of the project is to build and equip a new High Security prison facility in Kragujevac. The new prison facility will have a capacity for 400 inmates who will be serving sentences of 5 years or more.																																																																								
	Location:	Kragujevac (Serbia)																																																																								
	Estimated total cost of the Project:	EUR 28.95 million (net of VAT)																																																																								
	Indicative costs and financing plan:	The indicative cost breakdown and financing plan for the Project are as follows:																																																																								
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	Progress of works:	0% at the time of the Loan Application.																																																																								

III.	Eligibility criteria:	The Borrower will comply with the eligibility criteria set out in the Loan Policy under the following sector of action of the CEB: <i>“Infrastructure of administrative and judicial public services”</i> .
	Eligible costs:	CEB’s Loan cannot be allocated to indirect taxes, including value added tax (VAT).
IV.	Project performance indicators:	A list of project performance indicators which will serve as a basis for the evaluation during Project implementation is presented in <u>Appendix 4</u> .
V.	Social and environmental aspects:	<p><u>Social aspects</u></p> <p>The main social effect will be to ensure much better conditions for sentence serving than it exists in the rest of the prison and penitentiary facilities in Serbia, at present. The Project will contribute to the improvement of efficiency of the Serbian penal system, including strengthening of prison capacities. Apart from the improvement of facilities, this Project will help develop better living conditions for the inmates and prison staff in the new prison and lessen the burden on the existing infrastructure. More generally, beyond the targeted beneficiaries, the Project will combine education and training activities that will benefit all prisoners and staff, thereby providing long-term benefits to society as a whole.</p> <p><u>Environmental aspects</u></p> <p>The Project was classified as Environmental Category B, in accordance with the CEB’s Environmental Policy, based on the information provided by the Serbian Authorities.</p> <p>In line with CEB’s recommendations made during the Project preparation phase, specific attention will be given at design stage to energy efficiency, water saving measures, waste disposal and wastewater management aspects with a view to minimise potential adverse effects of the Project on the environment.</p>

**SIDE LETTER FOR A
FIXED RATE LOAN IN EURO (*Template*)**

LD 1768 (2012) – [number] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [date]

between

The **COUNCIL OF EUROPE DEVELOPMENT BANK**
(hereinafter called “CEB”)

and

The **REPUBLIC OF SERBIA**
(hereinafter called the “Borrower”)

The present *Side Letter* and the Framework Loan Agreement determine the terms and conditions agreed upon for the [number] Tranche in reference to article [number] of the said Framework Loan Agreement.

Loan Amount	EUR [amount]
Maturity	[number] -year final maturity with a [number] year grace period
Fixed Interest Rate	[number percent] per annum
Interest Payment	Semi-annually/Annually in arrears
Day-Count-Fraction	30/360 unadjusted, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement
Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE: [cipher] via [name correspondent bank and city] SWIFT CODE: [cipher]
Payment Instructions (CEB)	As per Art. 3.5 of Framework Loan Agreement

Payments for interest and principal will be made in accordance with the attached Schedule of Repayments. Whereas interest will be paid for the first time on [*date*], principal will be repaid for the first time on [*date*].

All payments shall be made to CEB's account according to the Payment Instructions (CEB) described above.

These provisions are subject to the agreement "Modified Following Business Day Convention", the definition of which is to be found in the Framework Loan Agreement, signed between CEB and the Borrower on [*date*].

The present Side Letter shall enter into force upon signature by the Borrower and CEB.

[*City, date*]
For the **Council of Europe**
Development Bank

[*City, date*]
For the **Republic of Serbia**

**SIDE LETTER FOR A
FLOATING RATE LOAN IN EURO (*Template*)**

LD 1768 (2012) – [number] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [date]

between

The **COUNCIL OF EUROPE DEVELOPMENT BANK**
(hereinafter called “CEB”)

and

The **REPUBLIC OF SERBIA**
(hereinafter called the “Borrower”)

The present *Side Letter* and the Framework Loan Agreement determine the terms and conditions agreed upon for the [number] Tranche in reference to article [number] of the said Framework Loan Agreement.

Loan Amount	EUR [amount]
Maturity	[number] -year final maturity with a [number] years grace period
EURIBOR	As defined in the Framework Loan Agreement
Floating Interest Rate	EURIBOR 3 or 6 months plus or less [number] basis points per annum (Telerate [reference] or Reuters [reference])* <i>For the avoidance of doubt, when the determination of the interest rate results in a negative rate (due to a quoted negative floating reference rate, to the operation of a spread that is subtracted from the floating reference rate or to any other circumstances), the interest to be paid by the Borrower will be deemed to be zero</i>
Interest Payment	Quarterly/Semi-annually in arrears
Day-Count-Fraction	Actual/360, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement

Disbursement Date [date]

Payment Instructions (Borrower) Account number [number] of [name of Bank and city]. SWIFT CODE: [cipher] via [name correspondent bank and city] SWIFT CODE: [cipher]

Payment Instructions (CEB) As per Art. 3.5 of Framework Loan Agreement

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on [day, month]¹ every year, and for the first time on [date]. [list the repayment dates and the principal amount due for each date]}

All payments shall be made to the CEB's account according to the Payment Instructions (CEB) described above.

These provisions are subject to the agreement "Modified Following Business Day Convention", the definition of which is to be found in the Framework Loan Agreement, signed between CEB and the Borrower on [date].

The present Side Letter shall enter into force upon signature by the Borrower and CEB.

[City, date]
For the **Council of Europe**
Development Bank

[City, date]
For the **Republic of Serbia**

¹ Mention 4 dates for quarterly payments and 2 dates for semi-annual payments

MONITORING REPORTS (<i>Templates</i>)
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- Narrative Monitoring Report
- **Table 1:** Costs/Financing sources
- **Table 2:** Annual Procurement Plan
- **Table 3:** List of awarded contracts
- **Table 4:** Loan utilisation
- **Table 5:** Breakdown of funding received
- **Table 6:** Activity schedule

Narrative Monitoring Report

LD 1768 (2012)

for the partial financing of the construction and equipment
of a new High Security prison facility in Kragujevac (Serbia)

Summary of Project Status

<p>Estimated total eligible Project cost (net of VAT and other taxes): EUR 28.95 million</p> <p>Approved CEB Loan amount: EUR 17 million</p> <p>Max. % participation (CEB): 60% of the total eligible cost</p>	<p>Objectives:</p> <p>The objective of the project is to build and equip a new High Security prison facility in Kragujevac. The new prison facility will have a capacity of 400 inmates who will be serving sentences of 5 years or more.</p>
<p>% CEB loan disbursed as of [date]:</p> <p>Average disbursement % per year: ... %</p>	<p>Disbursement history as of [date]: <i>(Please attach updated disbursement information)</i></p> <p>Current (specify period): MEUR</p> <p>Projected (specify period): MEUR</p>
<p>Other planned financing sources:</p>	<p>Disbursement history (end of period): <i>(Please attach updated disbursement information)</i></p> <p>Current (specify period): MEUR</p> <p>Projected (specify period): MEUR</p>
<p>Effective Completion Date:</p> <p>Closing date: 30 September 2019</p> <p>Years under implementation:</p>	<p>Project Implementing Body:</p> <p>Ministry of Justice</p>
<p>1. Summary of project status:</p> <p>The status of implementation to date is as follows:</p> <ul style="list-style-type: none"> – Progress: results achieved; deviations; problems encountered. – Works (achieved and scheduled for the next reporting period). – Revised schedule for the next reporting period (if applicable). <p>2. Project costs and financing:</p> <ul style="list-style-type: none"> – Summary of disbursements. – Flow of funds by funding source. – Summary of expenditures incurred and paid. – Expenditures and total project cost. 	

3. Procurement activities:

- Procurement Plan
- Results of bids
- Contract execution

4. Communication related to the Project; CEB visibility:

[Public announcements, construction site boards, media/newspaper articles: provide list of articles, source, dates and page(s) of articles that mention CEB and/or other partners; translation of articles that mention CEB and/or other partners from qualitative perspective]

Project specific issue(s) (if any):

Staff issue(s) (if any):

Proposed action plan to solve issue(s) (if applicable):

Action	Responsible	Action(s) expected to be taken by [date]

TABLE 1 – COSTS AND FINANCING SOURCES

in EUR (net of VAT and other taxes)

Country: Republic of Serbia

Borrower: Republic of Serbia

Project reference: LD 1768 (2012) - Kragujevac Prison Project

Date:

Cost breakdown

	Description	Estimated costs (EUR)	Incurred expenditures ^[1]					Future expenditures ^[1]		Total cost (C) = (A) + (B)	% SPENT	Modification / Comments
			YEAR 1	YEAR 2	YEAR 3	YEAR 4	Total (A)	Until completion (B)	of which to be incurred in the current year			
1	Design and preparatory activities											
2	Technical control of the design documentation; Preparation of the tender documentation											
3	Land and site preparation											
4	Construction works (civil works and services)											
5	Equipment supply											
6	Security equipment											
7	Supervision of works and equipment supply											
8	Project management											
9	Staff training											
10	Contingencies											
	TOTAL											

Financing Sources

CEB											
Republic of Serbia											
WBIF-IPF											
TOTAL											

^[1] Please replace Year 1, Year 2, ... with the referenced year and adapt the columns following the annual expenditure.

TABLE 2 – PROCUREMENT PLAN FOR YEAR XXXX

Country: Republic of Serbia

Date of the Progress report:

Borrower: Republic of Serbia

Project reference: LD 1768 (2012) - Kragujevac Prison Project

1. Civil Works

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. No.	Contract Description	Estimated Cost Currency	Estimated Cost EURO	Financed by*	Number of Lots	Procurement Method	Domestic Preference (yes/no) %**	Review by the Bank (PRIOR/POST)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature

2. Goods

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. No.	Contract Description	Estimated Cost Currency	Estimated Cost EURO	Financed by	Number of Lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank (PRIOR/POST)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature

3. Services

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. No.	Description of Assignment	Estimated Cost Currency	Estimated Cost EURO	Financed by	Number of Lots	Selection Method	Domestic Preference (yes/no) %	Review by the Bank (PRIOR/POST)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature

* Please specify the financing sources expected to be used, e.g.: CEB, other IFIs, State Budget, etc.

** Domestic Preference column must be filled in only in the case of ICB Procurement Method. In the case of other Procurement Methods, please insert "N/A".

TABLE 3 – LIST OF AWARDED CONTRACTS

Country: Republic of Serbia
 Borrower: Republic of Serbia
 Project reference: LD 1768 (2012) - Kragujevac Prison Project

Date of the Progress report:

VAT excluded

Contract description			Supplier / Contractor		Contract provision			Date of contract signing	Contract duration (in months)	Category of contracts [2]	Procurement Procedure followed	Short listing or pre-qualification (if applicable)		Paid		Period of implementation		Date of work reception	Modification (comments)	
Ref.	Title	Object of the Contract	Name	Country	Currency	Amount	Equivalent in EUR [1]					Number of candidates applying	Number of candidates pre-qualified / Short listed	in national currency	equivalent in EUR [4]	Starting	Ending			
											Method [3] Date of Contract Notice Bids received on Award decision on Number of tenders received Complaints / Appeals received (Y for yes; N for no)									
											Method [3] Date of Contract Notice Bids received on Award decision on Number of tenders received Complaints / Appeals received (Y for yes; N for no)									
											Method [3] Date of Contract Notice Bids received on Award decision on Number of tenders received Complaints / Appeals received (Y for yes; N for no)									

[1] CTV = Countervalue in EUR at the exchange rate in force at the date of contract signing.

[2] Acronyms to be used: **W** for Works, **G** for Goods and **S** for Services.

[3] Acronyms to be used for **International Procurement Procedures**: **OP** = Open Procedures; **RP** = Restricted Procedures; **CD** = Competitive Dialogue; **NPP** = Negotiated Procedures with publication; **NPNP** = Negotiated Procedure without publication.

Acronyms to be used for **National Procurement Procedures**: **NCT** = National Competitive Tendering; **DC** = Direct Contracting (subject to CEB's pre-approval); **SH** = Shopping; **BOR** = Borrower's Own Resources.

[4] CTV = Countervalue in EUR at the exchange rate in force at the date of payment.

TABLE 5 – BREAKDOWN OF FUNDING RECEIVED

in EUR (net of VAT)

Country: Republic of Serbia

Date of the Progress report:

Borrower: Republic of Serbia

Project reference: LD 1768 (2012) - Kragujevac Prison Project

FINANCING SOURCES	YEAR 1 ^[1]	YEAR 2 ^[1]	YEAR ... ^[1]	TOTAL	COMMENTS
TOTAL					

^[1] Please replace Year 1, Year 2, ... with the reference year.

PROJECT PERFORMANCE INDICATORS (Templates)

PROJECT PERFORMANCE INDICATORS (Template)


Country: Republic of Serbia


Date:

Borrower: Republic of Serbia

Project reference: LD 1768 (2012) - Kragujevac Prison Project

PRISON	INDICATORS	UNIT	Situation before project financing	Project target (if available)	Project Outcome	COMMENTS
OUTPUTS	Projected floor area	m ²				
	Surface by type of facility financed (closed, open)	m ² per regime				
	Number of cells provided per regime	number per regime				
	Number of prisoners' bed-spaces provided per regime	number per regime				
	Number of prisoners per block corridor	number per block corridor				
	Training, educational, workshop facilities provided	m ² per type				
	Healthcare facilities provided	type of facility / type of equipment				
	Percentage of surface area covered by fire protection system	%				
SOCIAL / ENVIRONMENTAL IMPACT	Percentage of cells with cell intercom system	%				
	Number of prisoners per cell	number				
	Cell volume per prisoner	m ³				
	Overall space per prisoner per regime	m ²				
	Percentage of cells with in-cell toilets	%				
	Percentage of cells with in-cell shower	%				
	Average prisoner distance to home	km				
	Security staff per prisoner per regime	number				
	Targeted energy performance level	performance standard; level				
Targeted energy consumption	kWh/m ² /year					

 To be filled in before the first loan disbursement

 To be filled in at project completion

OKVIRNI SPORAZUM O ZAJMU

između

Banke za razvoj Saveta Evrope

i

REPUBLIKE SRBIJE

BANKA ZA RAZVOJ SAVETA EVROPE, međunarodna organizacija iz Pariza (u daljem tekstu: **BSE**), s jedne strane,

i

REPUBLIKA SRBIJA (u daljem tekstu: **Zajmoprimac**), s druge strane,

- Na osnovu aplikacije za zajam koji je Republika Srbija podnela 21. februara 2012. godine (u daljem tekstu: **Aplikacija za zajam**),
- Na osnovu Trećeg protokola Opšteg sporazuma o povlasticama i imunitetima Saveta Evrope,
- Na osnovu BSE Propisa za zajmove, usvojenim Rezolucijom Administrativnog saveta BSE-a 1495 (2006. god) i potom izmenjenim Rezolucijom Administrativnog saveta BSE 1530 (2010. god) (u daljem tekstu: **Propisi za zajmove**),
- Na osnovu BSE okvirne politike za zajmove i projektno finansiranje (u daljem tekstu: **Politika za zajmove**), usvojenom Rezolucijom Administrativnog saveta BSE: 1495 (2006. god) i pratećim izmenama i dopunama - Rezolucija Administrativnog saveta BSE 1522 (2009. god) i 1530 (2010. god),
- Na osnovu BSE **Politike životne sredine** (u daljem tekstu: Politika životne sredine) usvojene Rezolucijom Administrativnog saveta BSE 1530 (2010. god),
- Na osnovu BSE Smernica za nabavke usvojenih od strane Administrativnog saveta BSE u septembru 2011. godine (u daljem tekstu: **Smernice za nabavke**),

DOGOVORILE SU SE SLEDEĆE:

Definicije

„**Alokacija tranše**” (u daljem tekstu: alokacija ili alociran) podrazumeva korišćenje tranše od strane Zajmoprimca za sastavne delove Projekta (određene standardnom tabelom u prilogu ovog sporazuma), čak i ukoliko određena tranša još uvek nije isplaćena za Projekat.

„**Radni dan**” je dan u kome TARGET 2 sistem posluje (Trans-evropski automatizovani sistem za bruto poravnanje u realnom vremenu).

„**Krajnji rok za povlačenje kreditnih tranši**” je datum posle kog, nakon obaveštenja BSE Zajmoprimcu, ne mogu biti zahtevana dalja povlačenja sredstava od strane Zajmoprimca.

„**Pravo o zaštiti životne sredine**” je pravo EU kao i nacionalni zakoni i propisi Republike Srbije, kao i relevantni međunarodni sporazumi, čiji je osnovni cilj očuvanje, zaštita i unapređenje životne sredine.

„**EURIBOR**” (referentna međubankarska stopa za evro) je stopa po kojoj se, unutar evro zone, međubankarski evropski depoziti u evrima nude od strane jedne prvoklasne banke drugoj prvoklasnoj banci. Ova stopa je pod pokroviteljstvom Evropske bankarske federacije, izračunava se od strane Rojtersa, i objavljuje se svakog radnog dana u Briselu u 11 časova na stranici Rojtersa EURIBOR 01.

„**Krajnji korisnik/ci**” su pojedninci koji imaju koristi od socijalnih efekata Projekta.

„**Konvencija o modifikovanom narednom Radnom danu**” jeste konvencija po kojoj ukoliko određeni datum pada na dan koji nije Radni dan, taj dan će biti prvi sledeći dan koji je Radni dan, osim ako taj dan pada u narednom kalendarskom mesecu, u tom slučaju taj dan će biti prvi Radni dan koji prethodi određenom datumu.

„**Telo za implementaciju Projekta**” (u daljem tekstu: **TIP**) označava Ministarstvo pravde Republike Srbije (ili bilo kojeg njegovog naslednika), delegirano od strane Zajmoprimca da nadgleda implementaciju Projekta.

„**Jedinica za upravljanje projektom**” (u daljem tekstu: **JUP**) označava posvećenu koordinisanu strukturu, delegiranu od strane TIP i zaduženu za svakodnevno sprovođenje, upravljanje i praćenje aktivnosti u okviru Projekta.

„**Projektovano stanje napretka radova**” je odnos kvalifikovanih troškova, za sve sastavne delove Projekta i ukupnih kvalifikovanih troškova Projekta, gde kvalifikovani troškovi uključuju već nastale troškove, kao i one za koje se očekuje da će nastati za određeni vremenski period ne duži od jedne godine od datuma poslednjeg monitoring izveštaja (kao što je definisano u članu 4.2.2. u daljem tekstu).

„**Stanje napretka radova**” je odnos nastalih kvalifikovanih rashoda za sve sastavne delove Projekta i ukupnih kvalifikovanih troškova Projekta.

„**Tranša**” predstavlja iznos povučenih sredstava ili iznos sredstava koja će biti povučena iz zajma.

Član 1. Uslovi

Zajam se daje pod opštim uslovima Propisa za zajmove i pod posebnim uslovima utvrđenim ovim okvirnim sporazumom o zajmu (u daljem tekstu: **Sporazum**), dodacima Sporazuma i njegovim pratećim pismima (u daljem tekstu: **Prateća pisma**).

Član 2. Projekat

BSE odobrava Zajmoprimcu, koji ga prihvata, Zajam (u daljem tekstu: **Zajam**) za finansiranje Projekta LD 1768 (2012), odobren od strane Administrativnog saveta BSE 15. marta 2012. godine, koji se odnosi na delimično finansiranje izgradnje i opremanja nove zatvorske ustanove u Kragujevcu (Srbija), (u daljem tekstu: **Projekat**).

BSE daje zajam imajući u vidu da se Zajmoprimac obavezao da će ga koristiti isključivo za finansiranje Projekta koji je opisan u Dodatku 1, i da će realizovati takav Projekat pod uslovima koji su utvrđeni ovim sporazumom i njegovim dodacima.

Svaka izmena načina korišćenja Zajma koju nije odobrila BSE može dovesti do suspenzije, poništenja ili pre vremena otplate Zajma, prema uslovima iz čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

Član 3. Zajam

3.1. Finansijski uslovi

Odobreni iznos Zajma je:

17 000 000 eura

Sedamnaest miliona evra

Zajam se povlači u tranšama.

Zajmoprimac i BSE će zajedno utvrditi, za svaku pojedinačnu tranšu, iznos, kamatnu stopu, datum isplate, rok otplate i račune za uplate svake strane. Period otplate ne sme biti duži od dvadeset (20) godina, uključujući grejs period od najviše pet (5) godina.

Prateće pismo kojim se definišu ovi uslovi biće sačinjeno u trenutku isplate, u formi koja je data u Dodatku 2.

3.2. Isplata

BSE će isplatiti Zajam u najmanje dve (2) tranše. Iznos svake tranše biće utvrđen prema stanju napretka radova i/ili projektovanom stanju napretka radova.

Prateće pismo za isplatu prve tranše mora biti potpisano najkasnije dvanaest (12) meseci nakon što predmetni sporazum stupi na snagu kao što je definisano članom 3.3. ovog sporazuma.

Prva tranša ne sme preći iznos od 50% odobrenog Zajma.

Svaka naredna tranša može biti povučena tek nakon pisane potvrde Zajmoprimca upućene BSE, u skladu sa članom 4.2.2. u daljem tekstu, u kojoj se potvrđuje da je 90% prethodne tranše alocirano.

3.3. Uslovi za isplatu

Pre potpisivanja Pratećeg pisma za povlačenje prve tranše, Zajmoprimac će dostaviti, kao prethodne uslove koje je potrebno ispuniti, u formi prihvatljivoj za BSE, sledeće dokaze ili dokumente:

1. Dokaz na engleskom jeziku, prihvatljiv za BSE, da je potpisivanje ovog sporazuma od strane Zajmoprimca pravovremeno odobreno i da

osoba/osobe koje potpisuju ovaj sporazum ima/imaju ovlašćenje za to uz spesimen potpisa; i

2. Pravno mišljenje na engleskom jeziku izdato od strane Ministarstva pravde, u formi i obliku prihvatljivim za BSE, koje pokriva pitanja kapaciteta, ovlašćenja i nadležnosti Zajmoprimca, potvrđujući da je Sporazum valjan, obavezujući i primenljiv u skladu sa uslovima iznetim u njemu;
3. Dokaz da je Zajmoprimac zvanično odobrio Izveštaj o izvodljivosti, sačinjen za potrebe Projekta;
4. Dokaz da je TIP uspostavio JUP u skladu sa članom 4.1.2. ovog sporazuma;
5. Plan nabavki u skladu sa članom 4.1.3. ovog sporazuma.

Dalje, potpis na Pratećim pismima za sve tranše, uključujući i prvu, će biti prihvatljiv za BSE, nakon što im najpre bude dostavljeno sledeće:

1. Dokaz sačinjen na engleskom jeziku, prihvatljiv za BSE, da je izvršenje predmetnih Pratećih pisama Zajmoprimca u potpunosti odobreno;
2. Dokaz da osoba/osobe, potpisnici predmetnog Pratećeg pisma ima/imaju za to potpuno odobrenje sa potpisima osobe/osoba.

3.4. Krajnji rok za povlačenje kreditnih tranši

Krajnji rok za povlačenje kreditnih tranši je 30. septembar 2019. godine.

Ukoliko bude potrebno, BSE i Zajmoprimac mogu da dogovore produženje Krajnjeg roka putem razmene pisama.

3.5. Detalji plaćanja

Svi iznosi koje je Zajmoprimac dužan da plati prema ovom ugovoru uplaćivaće se u valuti svake tranše, na broj računa koji BSE dostavi Zajmoprimcu u vreme isplate.

Zajmoprimac ili banka kojoj on da nalog, zavisno od slučaja, poslaće pisano obaveštenje o plaćanju BSE, najmanje pet (5) radnih dana pre uplate bilo kog iznosa koji dospeva na plaćanje po ovom sporazumu.

Sve uplate koje se vrše na osnovu ovog sporazuma biće izvršene na Radni dan ili prema Konvenciji o modifikovanom narednom Radnom danu.

Član 4. Praćenje Zajma i Projekta

4.1. Korišćenje Zajma

4.1.1. Rok

Osim ukoliko obe strane ovog sporazuma nisu drugačije dogovorile u pisanoj formi (razmenom pisama), Zajmoprimac mora da alocira tranše za potrebe Projekta, u roku od dvanaest (12) meseci od datuma svakog povlačenja. Sredstva Zajma ne mogu se koristiti za plaćanje poreza, carina i drugih dažbina.

Iznos koji u ovom roku nije raspoređen za potrebe Projekta, mora biti vraćen BSE, u roku od trideset (30) dana nakon isteka gore navedenog roka od 12 meseci.

Zajmoprimac se obavezuje da snosi troškove koji proizilaze iz ove otplate. Ovo će obuhvatati i troškove koje će BSE morati da snosi usled reinvestiranja istog iznosa na dan otplate za preostali rok prvobitnog Zajma, kao i sve ostale propratne troškove. Stopu reinvestiranja će utvrditi BSE na osnovu tržišnih uslova na dan otplate za predmetni rok. Troškovi će stoga biti obračunati uzimajući u obzir razliku između prvobitne stope i stope reinvestiranja.

Dalje, ukoliko neka tranša koju je isplatila BSE, nije alocirana za Projekat ili je samo delimično alocirana u toku perioda pomenutog u prvom stavu gore, ovo bi predstavljalo slučaj naveden u članu 3.3 (h) Poglavlja 3 Propisa za zajmove i može dovesti do suspenzije, poništenja ili prevremene otplate Zajma prema uslovima iz čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

4.1.2. Implementacija Projekta

Zajmoprimac određuje Ministarstvo pravde kao TIP. TIP će ustanoviti i održavati Jedinicu za upravljanje projektom (JUP). Zajmoprimac preuzima na sebe obavezu: (i) da obezbedi dopunska finansijska sredstva koja su neophodna za rad JUP iz budžetske linije TIP (kao što je opisano u Dodatku 1); (ii) da će preduzeti sve neophodne aktivnosti da bi JUP dobio odgovarajuće kadrove i opremu.

JUP će imati poseban račun za sve aktivnosti koje se sprovode u okviru Projekta, a koji može biti proveravan od strane BSE.

Ne ograničavajući napred navedeno, Zajmoprimac će biti odgovoran za poštovanje obaveza predviđenih ovim sporazumom i za njihove eventualne povrede.

4.1.2.1. Obaveza pažnje

Zajmoprimac će posvetiti dužnu pažnju i brigu, i upotrebiće sva uobičajeno korišćena sredstva, posebno pravna, finansijska, tehnička, društvena i upravljačka, koja su potrebna za propisno izvođenje Projekta.

4.1.2.2. Povećanje ili revidiranje troškova Projekta

Ukoliko se troškovi Projekta, kako su opisani u Dodatku 1, povećaju ili revidiraju iz bilo kog razloga, Zajmoprimac će se postarati da dodatna finansijska sredstva za završetak Projekta budu raspoloživa.

U svakom slučaju, finansiranje od strane BSE neće premašiti 60% od ukupnih troškova Projekta, ne računajući kamatu i finansijske troškove, kako je utvrđeno u Dodatku 1.

4.1.2.3. Vidljivost BSE

Zajmoprimac (i) će u promotivnom materijalu o Projektu naznačiti da Projekat delimično finansira BSE (prikazivanjem logotipa BSE na prihvatljiv način) i (ii) konsultovaće BSE u vezi sa zvaničnim saopštenjima za štampu u vezi sa projektom.

4.1.2.4. Dalje obaveze

Zajmoprimac se obavezuje da:

- će sprovođenje Projekta biti u skladu sa prihvatljivim kriterijumima /kvalifikovanim troškovima definisanim u Politici za zajmove;
- će sprovođenje Projekta biti u skladu sa Politikom zaštite životne sredine. Naročito, TIP, u ime Zajmoprimca, obezbediće da:
 - (i) Sve studije procene o uticaju na životnu sredinu (PUŽS), odobrenja i dozvole u vezi planova, ukoliko i kada su potrebne za realizaciju Projekta, budu blagovremeno obezbeđene od nadležnih organa, kao i da sve preporuke/uslovi vezani za svaku PUŽS, saglasnost ili dozvole budu ispunjeni,
 - (ii) Idejno rešenje Projekta definiše ciljeve indikatora kada su u pitanju energetska potrošnja, kao i instrumente za monitoring, kako bi

napravili poređenje potrošnje energije novih i postojećih zgrada i nekretnina;

- sva prava vezana za korišćenje zemljišta i nekretnine budu blagovremeno obezbeđena i pravosnažna;
- sva imovina i radovi koji predstavljaju deo ovog projekta moraju biti trajno osigurana u skladu sa standardnom praksom date delatnosti;
- održavanje (direktno ili indirektno), popravka, remont i renoviranje celokupne opreme i nepokretne imovine koji su deo ovog projekta mora da se propisno vrši i adekvatno održava; Zajmoprimac će blagovremeno obavestavati BSE o svim aranžmanima u tom cilju;
- sprovođenje Projekta neće dovesti do kršenja Evropske konvencije o ljudskim pravima i Evropske socijalne povelje; i
- sprovođenje Projekta će biti u skladu sa odgovarajućim propisima za sprečavanje prevara, korupcije i pranje novca, u skladu sa dalje navedenim članom 4.1.4.

Svako nepoštovanje gore navedenih odredbi predstavljalo bi slučaj naveden u članu 3.3 (h) Poglavlja 3 Propisa za zajmove, i nakon obaveštenja od strane BSE, može dovesti do obustave, poništavanja ili prevremene otplate Zajma prema uslovima iz čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

4.1.3. Nabavka

Svaka javna nabavka dobara, radova i usluga koja se finansira u okviru ovog projekta vršiće se u skladu sa Smernicama za nabavke BSE. Naročito, gore navedeni standardi koje je Zajmoprimac u obavezi da ispuni kada je u pitanju nabavka dobara, radova i usluga putem međunarodnih javnih nabavki su oni koji su definisani u odgovarajućim EU direktivama o javnim nabavkama, kao što se povremeno objavljuje u Službenom glasniku Evropske unije (SGEU). Plan nabavke (i bilo koja ažurirana verzija) koja sadrži metode nabavke za svaki sporazum biće poslat BSE radi odobrenja. Nakon prijema, BSE će obavestiti Zajmoprimca o opsegu ocene koju će BSE sprovesti za svaki ugovor.

Ukoliko Zajmoprimac ne bude postupio u skladu sa obavezama definisanim u Smernicama za nabavke, BSE (i) može da proglasi troškove vezane za sporazum neprihvatljivim za alokaciju po Projektu; i/ili (ii) može da primeni odredbe prema uslovima iz čl. 3.3, 3.5 i 3.6 Propisa za zajmove, što može dovesti do obustave, poništavanja ili prevremene otplate Zajma.

4.1.4. Obavezivanje na integritet

Zajmoprimac garantuje da nije počinio, kao i da nijedna osoba prema njegovom saznanju nije počinila, i obavezuje sa da neće počinuti, te da nijedna osoba, uz njegovu saglasnost ili prethodno saznanje, neće počinuti bilo koji akt korupcije, prevare, prinude ili tajnog dogovaranja u vezi sa postupkom nabavke ili sprovođenja bilo kog ugovora u vezi sa elementima Projekta navedenim u Dodatku 1.

Za svrhe ovog sporazuma:

- „koruptivno postupanje podrazumeva nuđenje, davanje, primanje ili traženje, direktno ili indirektno, bilo kakve vrednosti radi nedozvoljenog uticaja na postupanje druge strane”;
- „prevara je takvo činjenje ili propuštanje, uključujući i pogrešno informisanje, koje s namerom ili iz nehata dovodi u zabludu, ili može

dovesti u zabludu, drugu stranu sa ciljem pribavljanja finansijske ili kakve druge koristi, ili radi izbegavanja obaveza”;

- „prinuda podrazumeva oštećenje ili nanošenje štete, ili pretnju oštećenjem ili nanošenjem štete direktno ili indirektno, nekom licu ili imovini tog lica radi uticanja na postupanje tog lica”;
- „tajno dogovaranje podrazumeva dogovor između dve ili više strana radi postizanja nedozvoljenog cilja, uključujući i nedozvoljeni uticaj na postupanje druge strane”.

U tom pogledu, saznanje koje ima bilo koji član TIP ili JUP, smatraće se saznanjem Zajmoprimca. Zajmoprimac se obavezuje da obavesti BSE ukoliko sazna bilo koju činjenicu ili podatak koji ukazuje na počinjena gore navedena dela.

Zajmoprimac će se postarati da će JUP ustanoviti, održavati i postupati u skladu sa unutrašnjim procedurama ili merama nadzora koje su predviđene nacionalnim zakonima ili odgovarajućom praksom postupanja, i obezbediti da se ne zaključi nijedna transakcija: (i) sa ciljem pranja novca ili (ii) finansiranja terorizma, od koje može imati korist bilo koje lice ili organizacija koja se navodi na objavljenoj listi sankcionisanih lica od strane Saveta bezbednosti UN, ili njegovih komiteta, i u skladu sa Rezolucijama Saveta bezbednosti 1267 (1999), 1373 (2001) na (www.un.org/terrorism), povremeno ažuriranoj, i/ili Saveta EU u skladu sa njegovim zajedničkim stavovima 2001/931/CSFP i 2002/402/CSFP, i drugim ili povezanim rezolucijama i/ili drugim aktima za njihovo sprovođenje u vezi sa finansiranjem terorizma.

Svako odstupanje od pridržavanja gore navedenih jemstava i obaveza smatraće se kršenjem člana 3.3 (g) i/ili člana 3.3 (h) Poglavlja 3 Propisa za zajmove i mogu dovesti do suspenzije, poništenja ili prevremene otplate Zajma, u skladu sa čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

TIP, u ime Zajmoprimca, se obavezuje na sledeće:

- (a) da preduzme takve radnje koje BSE može razumno zahtevati radi provere i/ili sprečavanja bilo koje radnje ili akta nepridržavanja obaveza iz člana 4.1.4. koji su navodno ili verovatno počinjeni;
- (b) da olakša istragu koju BSE može da pokrene u vezi bilo koje radnje ili akta nepridržavanja obaveza iz člana 4.1.4; i
- (c) da obaveste BSE o merama koje su preduzete radi ostvarivanja naknade štete od lica koja su odgovorna za činjenje navedenih radnji ili akata nepridržavanja obaveza iz člana 4.1.4.

Rukovodilac TIP je odgovoran za kontakte sa BSE u svrhu člana 4.1.4.

4.2. Obavezne informacije

4.2.1. Informacije vezane za Projekat

JUP će, u ime Zajmoprimca, voditi računovodstvenu evidenciju u vezi sa Projektom koja će biti u skladu sa međunarodnim standardima i prikazivati u svakom trenutku stanje napretka Projekta, i u njoj će biti evidentirane sve aktivnosti i identifikovana sva imovina i usluge koje su finansirane iz ovog zajma.

JUP se, u ime Zajmoprimca, obavezuje da u razumnom roku odgovori na svaki zahtev BSE za informacijama i da će da obezbedi sva dokumenta koja BSE može smatrati neophodnim i s razlogom tražiti, zbog propisne primene Sporazuma u smislu praćenja Projekta i korišćenja Zajma.

JUP će, u ime Zajmoprimca, odmah obavestiti BSE o svim izmenama zakona ili propisa u ekonomskom sektoru koji su relevantni za Projekat i uopšte o svim pojavama koje mogu štetno uticati na izvršenje njegovih obaveza prema ovom sporazumu. Svaki slučaj koji može štetno uticati na sprovođenje obaveza Zajmoprimca po ovom sporazumu, predstavljajući slučaj naveden u članu 3.3 (h) Poglavlja 3 Propisa za zajmove, i može dovesti do suspenzije, poništenja ili prevremene otplate Zajma u skladu sa čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

4.2.2. Izveštaji o praćenju

Svakih šest (6) meseci, od početka Projekta pa do njegovog celokupnog završetka, JUP će, u ime Zajmoprimca, dostavljati BSE polugodišnje i godišnje izveštaje o praćenju Projekta. JUP će takođe slati BSE-u izveštaj o praćenju pre svake isplate, sa izuzetkom prve isplate. Neophodno je da BSE smatra navedene izveštaje zadovoljavajućim, pre svake isplate.

Izveštaj o praćenju će sadržati:

- stanje alokacije povučenih tranši Zajma;
- napredak Projektnog finansiranja i planova javnih nabavki;
- napredovanje samog Projekta, u fizičkom smislu i u smislu nastalih troškova;
- detalje o upravljanju Projektom, i
- tehničke indikatore (kao što je navedeno u Dodatku 4).

U Dodatku 3 dat je obrazac jednog izveštaja o praćenju projekta, i to sa minimumom informacija koje BSE zahteva u ovakvom izveštaju. Mogu se koristiti i drugačije forme izveštaja, ali samo pod uslovom da sadrže tražene informacije.

4.2.3. Izveštaj o završetku Projekta

Po završetku kompletnog Projekta, JUP će u ime Zajmoprimca predati konačni izveštaj koji sadrži ocenu ekonomskih, finansijskih, socijalnih i ekoloških efekata Projekta. BSE ovaj izveštaj mora smatrati zadovoljavajućim.

4.2.4. Posmatračke misije

JUP se, u ime Zajmoprimca, obavezuje da će primiti sve misije za praćenje koje sprovode zaposleni u BSE ili spoljni konsultanti koje angažuje BSE i da će pružiti svu neophodnu saradnju njihovim misijama za praćenje, tako što će omogućiti sve eventualne posete lokacijama Projekta. Posebno, BSE može da obavi reviziju računovodstva Projekta na samoj lokaciji, pomoću jednog ili više konsultanata po svom izboru, i to o trošku Zajmoprimca u slučaju njegovih propusta u pogledu izvršavanja bilo koje obaveze po ovom zajmu.

Član 5. Gašenje obaveza Zajmoprimca

Nakon plaćanja punog iznosa glavnice Zajma i celokupne kamate i drugih troškova proisteklih iz istog, posebno onih iznosa iz čl. 6. i 7. u daljem tekstu, Zajmoprimac će u potpunosti biti oslobođen svojih obaveza prema BSE, izuzev onih koje su definisane u čl. 4.2.1. i 4.2.4, napred pomenutih, u cilju eventualne naknadne ocene Projekta.

Član 6. Zatezna kamata

Za povlačenja sredstava u evrima, i uprkos svim drugim mogućnostima koje stoje na raspolaganju BSE prema Sporazumu i Propisima za zajmove ili na drugi način, ukoliko Zajmoprimac ne plati svu kamatu ili neki drugi iznos koji treba da plati prema Sporazumu, najkasnije na utvrđeni datum dospeća, Zajmoprimac će morati da plati dodatnu kamatu na iznos koji duguje, a nije platio u celosti, po jednomesečnoj stopi EURIBOR od datuma dospeća u 11.00 sati (po lokalnom vremenu u Briselu), plus 2,5% godišnje, od datuma dospeća ovog iznosa do datuma kada izvrši plaćanje.

Primenljiva jednomesečna stopa EURIBOR biće ažurirana svakih 30 dana.

Član 7. Povezani troškovi

Sve dažbine i takse svih vrsta, koje dospevaju i koje su plaćene, i svi troškovi nastali bilo zaključenjem, izvršenjem, likvidacijom, otkazivanjem ili obustavom Sporazuma, u celosti ili delimično ili iz garancije ili datog zajma, zajedno sa svim sudskim ili vansudskim aktima proisteklim iz ovog zajma, snosiće Zajmoprimac.

Međutim, odredbe člana 4.7. Poglavlja 4 Propisa za zajmove, primeniće se vezano za troškove arbitražnog postupka pomenutog u navedenom Poglavlju 4.

Član 8. Pari passu i negativna zaloga

Zajmoprimac izjavljuje da nije preuzeo nikakve druge obaveze niti će ih preuzeti ubuduće, koje bi mogle dati nekoj trećoj strani povlašćeni položaj, pravo prečeg plaćanja, obezbeđenje ili garanciju bilo koje prirode, koja bi mogla dati veća prava trećim licima (u daljem tekstu: **Sredstvo obezbeđenja**).

Ukoliko su takva sredstva obezbeđenja već data nekom trećom licu, Zajmoprimac je saglasan da obezbedi ili izda identično Sredstvo obezbeđenja u korist BSE ili, ukoliko postoji prepreka da to učini, ekvivalentno Sredstvo obezbeđenja, i da obezbedi ustanovljavanje takvih sredstava obezbeđenja u korist BSE.

Nepoštovanje ovih odredbi predstavljalo bi slučaj, kako je definisano u članu 3.3. (h) Poglavlja 3 Propisa za zajmove i može da dovede do suspenzije, poništenja ili prevremene otplate Zajma prema uslovima iz čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

Član 9. Izjave i garancije

Zajmoprimac izjavljuje i garantuje:

- da su ga nadležni organi ovlastili da sklopi ovaj sporazum i da su potpisniku/potpisnicima dali ovlašćenje za to, u skladu sa zakonima, odlukama, propisima, statutima i drugim aktima primenljivim na njega;
- da sadržaj i izvršenje Sporazuma nisu u suprotnosti sa zakonima, odlukama, propisima, statutima i drugim aktima primenljivim na njega, kao i da su obezbeđene sve neophodne dozvole, licence i ovlašćenja, koja će važiti tokom celog perioda trajanja Zajma.

BSE mora odmah biti obavešten o svim izmenama vezanim za gore navedene izjave i garancije za ceo period trajanja Zajma, uz obezbeđivanje svih neophodnih pratećih dokumenata.

Član 10. Odnosi sa trećim stranama

Zajmoprimac ne može da se pozove na bilo kakvu činjenicu, u okviru granica korišćenja Zajma, vezanu za njegove odnose sa trećim stranama u cilju izbegavanja da ispuni, bilo u celosti ili delimično, obaveze proistekle iz Sporazuma.

BSE se ne može uključiti u sporove koji mogu nastati između Zajmoprimca i trećih strana, a troškove, bilo kakve prirode, koje bi BSE imala usled bilo kakvih potraživanja, a naročito sve pravne ili sudske troškove, snosiće Zajmoprimac.

Član 11. Tumačenje Sporazuma

Zajmoprimac izjavljuje da je primio kopiju Propisa za zajmove, i da je to primio k znanju. Kada postoje kontradiktornosti između bilo kakvih odredaba Propisa za zajmove i bilo kakvih odredaba Sporazuma, prednost će imati odredbe Sporazuma.

Naslovi stavova, odeljaka i poglavlja Sporazuma neće služiti za njegovo tumačenje.

Ni u kom slučaju neće se pretpostaviti da se BSE prećutno odrekla bilo kojih svojih prava koja su joj zagantovana ovim sporazumom.

Član 12. Nadležno pravo

Za Sporazum, njegove Dodatke i Prateća pisma biće merodavni propisi BSE, kao što je naznačeno u odredbama člana 1. stav 3. Trećeg protokola (od 6. marta 1959. god.) Opšteg sporazuma o privilegijama i imunitetima Saveta Evrope (od 2. septembra 1949. god.) i supsidijarno, po potrebi, francuskim pravom.

Sporovi između strana u Sporazumu podležu arbitraži pod uslovima koji su predviđeni u Poglavlju 4 Propisa za zajmove.

Član 13. Izvršenje arbitražne odluke

Strane u Sporazumu su se sporazumele da neće koristiti prednosti bilo kakve privilegije, imuniteta ili zakonodavstva pred sudskim ili drugim vlastima, bilo domaćim ili međunarodnim, da bi osporile sprovođenje odluke donete pod uslovima naznačenim u Poglavlju 4 Propisa za zajmove.

Član 14. Obaveštenja

Sva obaveštenja ili druge vrste komunikacije obavljene u vezi sa ovim ugovorom između BSE i Zajmoprimca biće sačinjena u pisanoj formi i smatraće se da su uredno predati ili sačinjeni ukoliko se isporuče lično, putem avionske pošte ili putem faksa, upućenim od jedne strane ka drugoj, na dole naznačenu adresu.

Za Zajmoprimca: **Ministarstvo finansija Republike Srbije**
Kneza Miloša 20 – 11000 Beograd, Srbija
N/r ministra finansija i/ili državnog sekretara
Faks: (+381 11) 361 89 61 [ili] (+381 11) 361 42 14

Za BSE: **Banka za razvoj Saveta Evrope**
Avenija Kléber 55– 75116 Pariz, Francuska
Za: Generalni direktorat za zajmove i socijalni razvoj
Faks: (+33 1) 47 55 37 52

Kompletna komunikacija biće sačinjena i obavljena na engleskom ili francuskom jeziku. U slučaju da su dokumenti napisani ili sastavljeni na nekom drugom jeziku moraju biti praćeni overenim prevodom na engleski ili francuski jezik ako to zatraži BSE.

Član 15. Stupanje na snagu

Sporazum će stupiti na snagu nakon potvrđivanja od strane Narodne skupštine Republike Srbije i s tim u vezi odgovarajuće pisane potvrde koju BSE primi od Zajmoprimca.

Član 16. Originali Sporazuma

Sporazum je sačinjen na engleskom jeziku u dva (2) originalna primerka jednake važnosti. Svaka strana u Sporazumu zadržava po jedan originalni primerak.

....., dana

Za **Republiku Srbiju**

.....
Ime
Zvanje

....., dana

Za **Banku za razvoj Saveta Evrope**

.....
Guverner / Viceguverner

LISTA DODATAKA

DODATAK 1 OPIS PROJEKTA

DODATAK 2 PRATEĆE PISMO (OBRAZCI):

- Dodatak 2 a: Prateće pismo za zajam u evrima sa fiksnom kamatnom stopom
- Dodatak 2 b: Prateće pismo za zajam u evrima sa varijabilnom kamatnom stopom

DODATAK 3 IZVEŠTAJI O PRAĆENJU (OBRASCI):

- Narativni izveštaj o praćenju
- Tabela 1: Troškovi/izvori finansiranja
- Tabela 2: Godišnji plan nabavke
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- Tabela 4: Korišćenje zajma
- Tabela 5: Finansijski izvori
- Tabela 6: Pregled primljenih sredstava

DODATAK 4 TEHNIČKI POKAZATELJI PROJEKTA

OPIS PROJEKTA

I. F/P:	1768 (2012)
Zajmoprimac:	Republika Srbija (preko Ministarstva finansija)
Odobrenje Administrativnog saveta:	15. mart 2012.
Odobreni iznos:	EUR 17 000 000

II. Oblast delovanja:	Projekat će obuhvatiti sledeći sektor delovanja BSE: „Infrastruktura administrativnih i pravosudnih javnih službi”.				
Planirani radovi:	Projekat ima za svrhu izgradnju i opremanje nove zatvorske jedinice visokog stepena bezbednosti u Kragujevcu. Nova zatvorska jedinica moći će da primi 400 lica, koji su osuđeni na odsluženje zatvorske kazne na 5 i više godina.				
Lokacija:	Kragujevac (Srbija)				
Procenjeni ukupni troškovi:	EUR 28 950 000 (bez PDV-a)				
Indikativni troškovi i finansijski plan:	Indikativni raspored troškova i plan finansiranja Projekta:				
	TROŠKOVI	Iznos (u mil EUR)	IZVORI FINANSIRANJA	Iznos (u mil EUR)	Udeo (%)
	Projekat i preparni radovi	0,9	Republika Srbija	0,2	0,69%
			WBIF-IPF**	0,7	2,42%
	Tehnička kontrola projektne dokumentacije; priprema tenderske dokumentacije za radove	0,05	WBIF-IPF**	0,05	0,17%
	Priprema zemljišta i lokacije	5,2	Republika Srbija	5,2	17,96%
	Građevinski radovi (građevinski radovi i usluge)	18,3	BSE	16,8	58,03%
			Republika Srbija	1,5	5,18%
	Nabavka opreme (uključujući i sigurnosnu opremu)	2,7	Republika Srbija	2,7	9,33%
	Nadzor radova i nabavke opreme	0,7	WBIF-IPF**	0,7	2,42%
	Upravljanje projektom	0,3	BSE	0,2	0,69%
			Republika Srbija	0,1	0,35%
	Obuka zaposlenih	0,4	Republika Srbija	0,4	1,38%
	Vanredni troškovi	0,4	Republika Srbija	0,4	1,38%
	UKUPNO (bez PDV-a)	28,95	UKUPNO (bez PDV-a)	28,95	100,00%

	<p>* Tačni procenti se možda neće poklapati zbog zaokruživanja.</p> <p>** WBIF-IPF: Investicioni okvir za zapadni Balkan – Instrument za infrastrukturne projekte.</p>
Napredak radova:	0% u vreme podnošenja zahteva za dobijanje zajma.

III. Kriterijum za kvalifikaciju:	Zajmoprimac će ispoštovati sve kriterijume za sticanje prava propisane u Politici za zajmove u okviru sledećeg sektora delovanja BSE: „ <i>Infrastruktura administrativnih i pravosudnih javnih službi</i> ”.
Kvalifikovani troškovi:	Zajam BSE ne može se koristiti za plaćanje indirektnih poreza, uključujući i porez na dodatu vrednost (PDV).

IV. Tehnički indikatori:	Spisak tehničkih pokazatelja koji će služiti kao osnova ocenjivanja tokom izvođenja Projekta dat je u <u>Prilogu 4.</u>
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V. Društveni efekti i efekti na životnu sredinu:	<p><u>Društveni efekti</u></p> <p>Glavni društveni efekat obezbediće značajno bolje uslove za smeštaj osuđenima od onih koji trenutno postoje u drugim zatvorskim i kaznenim ustanovama u Srbiji. Projekat će doprineti poboljšanju efikasnosti kaznenog sistema Srbije, uključujući i jačanje zatvorskih kapaciteta. Osim unapređenja samih prostorija, Projekat će doprineti poboljšanju životnih uslova za zatvorenike i zaposlene u novoj zatvorskoj jedinici, kao i rasterećenju postojeće infrastrukture. Uopšteno, osim ciljnih korisnika, Projekat će kombinovati obrazovne aktivnosti i treninge, od čega će i zatvorenici i zaposleni imati koristi, obezbeđujući na taj način dugoročnu korist društvu u celini.</p> <p><u>Efekti na životnu sredinu</u></p> <p>Projekat je svrstan u Kategoriju B procene životne sredine, u skladu sa Politikom zaštite životne sredine BSE, na osnovu podataka koje su srpski organi dostavili.</p> <p>U skladu sa preporukama BSE tokom pripreme faze Projekta, posebna pažnja biće usmerena u fazi projektovanja do energetske efikasnosti, merama štednje vode, aspekata upravljanja odlaganja otpada i otpadnim vodama, u cilju smanjenja negativnih efekata Projekta na životnu sredinu.</p>
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**PRATEĆE PISMO ZA ZAJAM U EVRIMA SA FIKSNOM KAMATNOM STOPOM
(Obrazac)**

LD 1768 (2012) – [broj] Tranša

BANKA ZA RAZVOJ SAVETA EVROPE

PRATEĆE PISMO

Uz Okvirni sporazum o zajmu od [datum]

zaključen između

BANKE ZA RAZVOJ SAVETA EVROPE

(u daljem tekstu: BSE)

i

REPUBLIKE SRBIJE

(u daljem tekstu: Zajmoprimac)

Postojeće *Prateće pismo* i Okvirni sporazum o zajmu definišu uslove koji su dogovoreni u vezi sa [broj] tranšom u skladu sa članom [broj] pomenutog Okvirnog sporazuma o zajmu.

Iznos Zajma	EUR [iznos]
Dospeće	[broj] – godina krajnjeg roka dospeća sa [broj] godina grejs period
Fiksna kamatna stopa	[procenat] godišnje
Plaćanje kamate	Polugodišnje/godišnje za protekli period
Računanje dana	30/360 neusklađeno, Konvencija o modifikovanom narednom Radnom danu
Radni dan	Kao što je definisano u Okvirnom sporazumu o zajmu
Datum povlačenja tranše	[datum]
Instrukcije za plaćanje (Zajmoprimac)	Broj računa [broj] u [naziv banke i ime grada]. SWIFT SODE: [šifra] preko [ime korespondentske banke i grada] SWIFT SODE: [šifra]
Uputstva za plaćanje (BSE)	Kao u članu 3.5 Okvirnog sporazuma o zajmu

Otplata glavnice i plaćanje kamate biće obavljena u skladu sa priloženim Planom otplate. Dok će prva rata kamate biti plaćena [*datum*], prva rata glavnice biće otplaćena [*datum*].

Sva plaćanja će biti izvršena na račun BSE, u skladu sa gore navedenim Instrukcijama za plaćanje (BSE).

Ove odredbe su predmet dogovora u odnosu na "Konvenciju o modifikovanom narednom Radnom danu", čija definicija se može naći u Okvirnom sporazumu o zajmu, potpisanom između BSE i Zajmoprimca na dan [*datum*].

Predmetno Prateće pismo stupiće na snagu po potpisivanju obe strane - Zajmoprimca i BSE.

[*Grad, datum*]
Za **Banku za razvoj Saveta
Evrope**

[*Grad, datum*]
Za **Republiku Srbiju**

**PRATEĆE PISMO ZA ZAJAM U EVRIMA SA VARIJABILNOM KAMATNOM
STOPOM
(OBRAZAC)**

LD 1768 (2012) – [broj] Tranša

BANKA ZA RAZVOJ SAVETA EVROPE

PRATEĆE PISMO

Uz Okvirni sporazum o zajmu od [datum]

zaključen između

BANKE ZA RAZVOJ SAVETA EVROPE

(u daljem tekstu: BSE)

i

REPUBLIKE SRBIJE

(u daljem tekstu: Zajmoprimac)

Postojeće *Prateće pismo* i Okvirni sporazum o zajmu definišu uslove koji su dogovoreni u vezi sa [broj] tranšom u skladu sa članom [broj] pomenutog Okvirnog sporazuma o zajmu.

Iznos zajma	EUR [iznos]
Dospeće	[broj] – godina krajnjeg roka dospeća sa [broj] godina grejs period
EURIBOR	Kao što je definisano u Okvirnom sporazumu o zajmu
Varijabilna kamatna stopa	EURIBOR 3 ili 6 – mesečni plus ili minus [broj] baznih poena godišnje (Telerate [referenca] ili Reuters [referenca])* Radi izbegavanja svake sumnje, kada određivanje kamatne stope rezultira negativnom stopom (usled utvrđene negativne promenljive referentne stope kao ishoda raspona koji se oduzima od promenljive kamatne stope, ili bilo kojih drugih okolnosti), smatraće se da je kamata koju plaća Zajmoprimac nula.
Plaćanje kamate	Kvartalno/polugodišnje za protekli period

Računanje dana	Stvarni broj dana/360, Konvencija o modifikovanom narednom Radnom danu
Radni dan	Kao što je definisano u Okvirnom sporazumu o zajmu
Datum povlačenja tranše	[datum]
Uputstva za plaćanje (Zajmoprimac)	Broj računa [broj] u [naziv banke i ime grada]. SWIFT SODE: [šifra] preko [ime korespondentske banke i grada] SWIFT SODE: [šifra]
Uputstva za plaćanje (BSE)	Kao u članu 3.5 Okvirnog sporazuma o zajmu

Kamatna stopa će se obračunavati za svaki period od [broj] meseci, počevši od datuma povlačenja zajma. Kamata će biti utvrđena dva radna dana pre svakog novog kamatnog perioda. BSE će obavestiti Zajmoprimca o kamati koja je plativa svakih [broj] meseci. Plaćanje kamate će se vršiti na dan [dan, mesec]¹ svake godine, a prvi put na dan [datum]. **[Lista datuma otplate i iznosa glavnice koji dospevaju za svaki datum]**

Sva plaćanja će biti izvršena na račun BSE, u skladu sa gore navedenim Instrukcijama za plaćanje (BSE).

Ove odredbe su predmet dogovora u odnosu na "Konvenciju o modifikovanom narednom Radnom danu", čija definicija se može naći u Okvirnom sporazumu o zajmu, potpisanom između BSE i Zajmoprimca na dan [datum].

Predmetno Prateće pismo stupiće na snagu po potpisivanju obe strane - Zajmoprimca i BSE.

[Grad, datum]
Za Banku za razvoj Saveta
Evrope

[Grad, datum]
Za Republiku Srbiju

¹ Navesti 4 datuma za kvartalno plaćanje i dva datuma za polugodišnje plaćanje

Izveštaji o praćenju (Obrasci)

Sadržaj

- Narativni izveštaj o praćenju
- **Tabela 1:** Troškovi/ izvori finansiranja
- **Tabela 2:** Godišnji plan nabavke
- **Tabela 3:** Spisak dodeljenih ugovora
- **Tabela 4:** Korišćenje kredita
- **Tabela 5:** Specifikacija primljenih sredstava
- **Tabela 6:** Raspored aktivnosti

Narativni izveštaj o praćenju

LD 1768 (2012) Za delimično finansiranje izgradnje i opremanja nove zatvorske jedinice visokog stepena bezbednosti u Kragujevcu (Srbija) Sažet prikaz statusa projekta	
<p>Procenjeni ukupni kvalifikovani troškovi projekta (bez PDV i drugih poreza): 28,95 miliona evra</p> <p>Odobren kredit od BSE u iznosu od: 17 miliona evra</p> <p>Max. % učešće (BSE): 60% od ukupnih kvalifikovanih troškova</p>	<p>Ciljevi:</p> <p>Cilj projekta je izgradnja i opremanje nove zatvorske jedinice visokog stepena bezbednosti u Kragujevcu. Nova zatvorska jedinica će imati kapacitet za 400 lica, koji su osuđeni na odsluženje zatvorske kazne na 5 i više godina.</p>
<p>% kredit BSE isplaćen [datum]:</p> <p>Prosečna isplata % po godini: ... %</p>	<p>Istorijat isplate od [datum]: <i>(Molimo vas da priložite ažurirane informacije o isplati)</i></p> <p>Postojeći (definisati period): MEUR</p> <p>Predviđen (definisati period): MEUR</p>
<p>Drugi planirani finansijski izvori:</p>	<p>Istorijat isplate (kraj perioda): <i>(Molimo vas da priložite ažurirane informacije o isplati)</i></p> <p>Postojeći (definisati period): MEUR</p> <p>Predviđen (definisati period): MEUR</p>
<p>Stvarni datum okončanja:</p> <p>Krajnji rok: 30. septembar 2019.</p> <p>Period implementacije:</p>	<p>Telo za implementaciju projekta: Ministarstvo pravde</p>
<p>1. Sažet prikaz statusa projekta: Status implementacije do danas je kao što sledi:</p> <ul style="list-style-type: none"> – Napredovanje: ostvareni rezultati; odstupanja; problemi koji su se pojavili. – Radovi (ostvareni i planirani za naredni period izveštavanja). – Revidiran raspored za naredni period izveštavanja (ukoliko se može primeniti). <p>2. Troškovi i finansiranje projekta:</p> <ul style="list-style-type: none"> – Sažet prikaz isplata. – Tokovi sredstava po izvorima finansiranja. 	

<ul style="list-style-type: none"> – Sažet prikaz rashoda, nastalih i plaćenih. – Rashodi i ukupni troškovi projekta. <p>3. Aktivnosti u vezi sa nabavkom:</p> <ul style="list-style-type: none"> – Plan nabavke – Rezultati tendera – Izvršenje ugovora <p>4. Saopštenja koja se odnose na Projekat; BSE vidljivost:</p> <p><i>[Saopštenja za javnost, table na gradilištu, prilozi u medijima/novinama: obezbediti spisak članaka, izvor, datumi i stranica(e) priloga u kojima se spominje BSE i/ili drugi partneri; prevod priloga u kojima se spominje BSE i/ili drugi partneri sa kvalitativnog aspekta]</i></p>		
<p>Specifični problem(i) koji se odnose na projekat (ako postoje):</p>		
<p>Problem(i) zaposlenih (ako postoje):</p>		
<p>Predloženi akcioni plan za rešavanje problema (ako je primenjiv):</p>		
Aktivnost	Odgovornost	Aktivnost(i) za koje se očekuje da budu izvršene do [datum]

**TABELA 1 – TROŠKOVI I IZVORI FINANSIRANJA
u EUR (bez PDV-a i drugih poreza)**

Država: Republika Srbija

Zajmoprimac: Republika Srbija

Referenca projekta: LD 1768 (2012) – Projekat izgradnje i opremanja zatvora u Kragujevcu

Datum:

Struktura troškova

Opis	Procenjeni troškovi (EUR)	Nastali troškovi [1]					Budući troškovi [1]		Ukupni troškovi (C) = (A) + (B)	% POTROŠENO	Izmene / Komentari
		GODINA 1	GODINA 2	GODINA 3	GODINA 4	Ukupno (A)	Do završetka (B)	koji će nastati tekuće godine			
1	Projekat i pripremni radovi										
2	Tehnička kontrola projektne dokumentacije; priprema tenderske dokumentacije za radove										
3	Priprema zemljišta i lokacije										
4	Građevinski radovi (građevinski radovi i usluge)										
5	Nabavka opreme										
6	Sigurnosna oprema										
7	Nadzor nad radovima i nabavkom opreme										
8	Upravljanje projektom										
9	Obuka zaposlenih										
10	Nepredviđeni troškovi										
	UKUPNO										

Izvori finansiranja

BSE											
Republika Srbija											
WBIF-IPF											
UKUPNO											

[1] Zamenite Godina 1, Godina 2, ... odgovarajućom godinom i prilagodite kolone prema godišnjim troškovima.

TABELA 2 – PLAN NABAVKE ZA GODINU XXXX

Datum izveštaja o napretku :

Država: Republika Srbija

Zajmoprimac: Republika Srbija

Referenca projekta: LD 1768 (2012) – Projekat izgradnje i opremanja zatvora u Kragujevcu

1. Građevinski radovi

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. br.	Opis ugovora	Procenjeni troškovi valuta	Procenjeni troškovi u EUR	Finansirano od strane*	Broj partija	Metoda nabavke	Preferencijalni tretman domaćeg (da/ne) %**	Razmatranje od strane banke (PRE/POSLE)	Očekivani datum objavljivanja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum ocene ponuda	Očekivani datum potpisivanja ugovora

2. Roba

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. br.	Opis ugovora	Procenjeni troškovi valuta	Procenjeni troškovi u EUR	Finansirano od strane	Broj partija	Metoda nabavke	Preferencijalni tretman domaćeg (da/ne) %	Razmatranje od strane banke (PRE/POSLE)	Očekivani datum objavljivanja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum ocene ponuda	Očekivani datum potpisivanja ugovora

3. Usluge

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. br.	Opis zadatka	Procenjeni troškovi valuta	Procenjeni troškovi u EUR	Finansirano od strane	Broj partija	Metoda izbora	Preferencijalni tretman domaćeg (da/ne) %	Razmatranje od strane banke (PRE/POSLE)	Očekivani datum objavljivanja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum ocene ponuda	Očekivani datum potpisivanja ugovora

*Molimo navedite očekivane izvore finansiranja, npr: BSE, druge međunarodne finansijske institucije, državni budžet, itd.

** Kolona 'Preferencijalni tretman domaćeg' mora se popuniti samo u slučaju ICB (Međunarodno javno nadmetanje) metode nabavke. U slučaju drugih metoda nabavke, ubaciti „N/A“.

TABELA 3 – LISTA DODELJENIH UGOVORA

Datum izveštaja o napretku :

Država: Republika Srbija

Zajmoprimac: Republika Srbija

Referenca projekta: LD 1768 (2012) – Projekat izgradnje i opremanja zatvora u Kragujevcu

Bez PDV-a

Opis ugovora			Dobavljač/Izvođač		Odredbе ugovora			Datum potpisivanja ugovora	Trajanje ugovora (<u>u meseci</u>)	Kategorija ugovora ⁽²⁾	Pračena procedura nabavke	Uži izbor ili prekvalifikacija (<u>ako je primenjivo</u>)		Plaćeno		Period primene		Datum prijema rada	Izmene (<u>komentar</u>)	
Ref.	Naziv	Predmet ugovora	Ime	Država	Valuta	Iznos	Protivvrednost u EUR ⁽¹⁾					Broj prijavljenih kandidata	Broj kandidata u užem izboru	u nacionalnoj valuti	Protivvrednost u EUR ⁽⁴⁾	Početak	Kraj			
											Metoda ⁽³⁾									
											Datum javnog poziva									
											Ponude primljene									
											Odluka o dodeli									
											Broj primljenih ponuda									
											Primljene žalbe (D za da, N za ne)									
											Metoda ⁽³⁾									
											Datum javnog poziva									
											Ponude primljene									
											Odluka o dodeli									
											Broj primljenih ponuda									
											Primljene žalbe (D za da, N za ne)									
											Metoda ⁽³⁾									
											Datum javnog poziva									
											Ponude primljene									
											Odluka o dodeli									
											Broj primljenih ponuda									
											Primljene žalbe (D za da, N za ne)									

(1) PV = Protivvrednost u EUR po kursu na dan potpisivanja ugovora.

(2) Akronimi koji se koriste: **R** za radove, **RO** za robu i **U** za usluge.(3) Akronimi koji se koriste za **međunarodne procedure nabavke**: **OP** = otvorene procedure; **UP** = uslovljene procedure; **KD** = kompetitivni dijalog; **PPO** = pregovarački postupak sa objavljivanjem; **PPBO** = pregovarački postupak bez objavljivanja.Akronimi koji se koriste za **nacionalne procedure nabavke**: **NJK** = nacionalni javni konkursi; **DU** = direktno ugovaranje (podložno prethodnom odobrenju BSE); **KU** = kupovina; **SSZ** = sopstvena sredstva zajmoprimca.

(4) PV = Protivvrednost u EUR po kursu na dan plaćanja.

TABELA 5 – PREGLED PRIMLJENIH SREDSTAVA
(u EUR, bez PDV-a)

Datum izveštaja o napretku :

Država: Republika Srbija

Zajmoprimac: Republika Srbija

Referenca projekta: LD 1768 (2012) – Projekat izgradnje i opremanja zatvora u Kragujevcu

IZVORI FINANSIRANJA	1. GODINA ⁽¹⁾	2. GODINA ⁽¹⁾	GODINA ... ⁽¹⁾	UKUPNO	KOMENTARI
UKUPNO					

(1) Molimo zamenite 1. godinu, 2. godinu ... sa odgovarajućom godinom.

TABELA 6 – RASPORED AKTIVNOSTI
(*Obrazac dijagrama*)

Datum:

Država: Republika Srbija

Zajmoprimac: Republika Srbija

Referenca projekta: LD 1768 (2012) – Projekat izgradnje i opremanja zatvora u Kragujevcu

Opis aktivnosti	Raspored rada	2012				2013				2014				2015				2016				2017				NAPREDAK %	KOMENTARI
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
A	FAZA PROJEKTOVANJA																										
	Prvobitni raspored rada																										
B	FAZA NABAVKE																										
	Izmenjeni raspored rada																										
C	FAZA IZGRADNJE I NABAVKE																										
	Prvobitni raspored rada																										
D	FAZA ZAPOŠLJAVANJA I OBUKE																										
	Izmenjeni raspored rada																										
E	FAZA PROCENE I UPOZNAVANJA																										
	Prvobitni raspored rada																										
F	OTVARANJE OBJEKTA I PREMEŠTAJ PRITVORENIKA																										
	Izmenjeni raspored rada																										

TEHNIČKI POKAZATELJI PROJEKTA (Obrazac)

TEHNIČKI POKAZATELJI PROJEKTA (Obrazac)


Datum:


Država: Republika Srbija

Zajmoprimac: Republika Srbija

Referenca projekta: LD 1768 (2012) – Projekat izgradnje i opremanja zatvora u Kragujevcu

ZATVOR	INDIKATORI	JEDINICA	Situacija pre finansiranja projekta	Cilj projekta (ako je primenljivo)	Rezultat projekta	Komentari
IZLAZNI PODACI	Projektovana površina	m ²				
	Površina prema vrsti finansiranog objekta (zatvorena, otvorena)	m ² po režimu				
	Obezbeđeni broj ćelija po režimu	broj po režimu				
	Obezbeđeni broj kreveta za zatvorenike po režimu	broj po režimu				
	Broj zatvorenika po bloku	broj po bloku				
	Obezbeđeni objekti za obuku, učenje, radionice	m ² po tipu				
	Obezbeđeni zdravstveni objekti	vrsta zgrade/vrsta opreme				
	Procenat površine pokriven protivpožarnim sistemom	%				
	Procenat ćelija sa interfonom	%				
DRUŠTVENI UTICAJ / UTICAJ NA ŽIVOTNU SREDINU	Broj zatvorenika po ćeliji	broj				
	Zapremina ćelije po zatvoreniku	m ³				
	Ukupni prostor po zatvoreniku po režimu	m ²				
	Procenat ćelija sa toaletom	%				
	Procenat ćelija sa tušem	%				
	Prosečna udaljenost zatvorenika od kuće	km				
	Bezbednosno osoblje po zatvoreniku po režimu	broj				
	Ciljni nivo energetskeg učinka	standard učinka; nivo				
Ciljna potrošnja energije	kWh/m ² /godina					

 Popuniti pre prve isplate kredita

 Popuniti po završetku projekta

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije - Međunarodni ugovori”.