

Klasa: 730-02/10-02/04

Urbroj: 5030109-12-1

Zagreb, 12. srpnja 2012.

PREDSJEDNIKU HRVATSKOGA SABORA

Predmet: Prijedlog zakona o potvrđivanju Okvirnog ugovora o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu, s Konačnim prijedlogom zakona

Na temelju članka 85. Ustava Republike Hrvatske (Narodne novine, broj 85/2010 – pročišćeni tekst) i članaka 129. i 159. Poslovnika Hrvatskoga sabora, Vlada Republike Hrvatske podnosi Prijedlog zakona o potvrđivanju Okvirnog ugovora o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu, s Konačnim prijedlogom zakona za hitni postupak.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila Orsata Miljenića, ministra pravosuđa, Sandru Artuković Kunšt, zamjenicu ministra pravosuđa i Ivicu Šimca, pomoćnika ministra pravosuđa.

PREDSJEDNIK

Zoran Milanović

**PRIJEDLOG ZAKONA O POTVRĐIVANJU OKVIRNOG UGOVORA
O ZAJMU BROJ F/P 1725 (2010) IZMEĐU REPUBLIKE HRVATSKE
I RAZVOJNE BANKE VIJEĆA EUROPE ZA PROJEKT
DOGRADNJE I OBNOVE ZATVORA U ZAGREBU,
S KONAČNIM PRIJEDLOGOM ZAKONA**

**PRIJEDLOG ZAKONA O POTVRĐIVANJU OKVIRNOG UGOVORA
O ZAJMU BROJ F/P 1725 (2010) IZMEĐU REPUBLIKE HRVATSKE
I RAZVOJNE BANKE VIJEĆA EUROPE ZA PROJEKT
DOGRADNJE I OBNOVE ZATVORA U ZAGREBU**

I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje Zakona o potvrđivanju Okvirnog ugovora o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu sadržana je u članku 140. stavku 1. Ustava Republike Hrvatske (Narodne novine, broj: 85/2010 - pročišćeni tekst).

II. OCJENA STANJA

Primitkom u punopravno članstvo Vijeća Europe 6. studenog 1996. godine Republika Hrvatska je stekla pravo članstva u Razvojnoj banci Vijeća Europe (u daljnjem tekstu: CEB), te je 24. lipnja 1997. godine postala njezinom članicom. Republika Hrvatska ugovorila je s CEB-om do sada 12 izravnih zajmova u ukupnom iznosu 2,17 milijardi kuna te je pružila jamstvo za 3 kredita CEB-a Hrvatskoj banci za obnovu i razvitak, u ukupnom iznosu od 108 milijuna eura.

Zajednički cilj Republike Hrvatske i CEB-a je nastavak dosadašnje uspješne suradnje te jačanje iste na budućim projektima koji se uklapaju u politiku i načela rada CEB-a.

Sklapanje Okvirnog ugovora o zajmu predlaže se radi uspostave standarda izvršavanja kazne zatvora i mjere pritvora koje propisuje nacionalno zakonodavstvo (Zakon o izvršavanju kazne zatvora, Zakon o kaznenom postupku) i Europska zatvorska pravila. Ujedno, Vlada Republike Hrvatske, ovim Projektom, izvršava obvezu utvrđenu Odlukom Ustavnog suda Republike Hrvatske, broj U-III/4182/2008 i 678/2009, od 17. ožujka 2009. godine (narodne novine, broj 38/2009). Osnovni cilj Projekta je obnova postojeće zatvorske zgrade i dogradnja nove zatvorske zgrade čime će Vlada Republike Hrvatske ispuniti obvezu iz navedene Odluke Ustavnog suda Republike Hrvatske da u primjerenom roku, ne duljem od pet godina, prilagodi kapacitete Zatvora potrebama smještaja pritvorenika sukladno standardima Vijeća Europe i praksi Europskog suda za ljudska prava, na način da za zatvorenike nisu ponižavajući.

III. CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI

Za dogradnju i obnovu Zatvora u Zagrebu nije moguće osigurati u državnom proračunu Republike Hrvatske financijska sredstva iz isključivo domaćih izvora. Izgradnja novog objekta Zatvora u Zagrebu smještajnog kapaciteta za 382 zatvorenika moguća je jedino osiguravanjem sufinanciranja, slijedom čega je Vlada Republike Hrvatske, na sjednici održanoj 5. studenog 2010. godine, donijela Zaključak kojim je prihvatila dokument „Izvešće izvodljivosti Projekta dogradnje i obnove Zatvora u Zagrebu“ u svrhu traženja zajma od Razvojne banke Vijeća Europe te ovlastila Ministarstvo pravosuđa da putem Ministarstva financija i Ministarstva vanjskih i europskih poslova u ime Vlade Republike Hrvatske uputi Razvojnoj banci Vijeća Europe navedeni dokument radi pokretanja postupka pripreme i odobrenja zajma.

Okvirni ugovor o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu je u ime Republike Hrvatske

potpisala ministrica financija u Zagrebu, 26. listopada 2011. godine, a u ime Razvojne banke Vijeća Europe zamjenik guvernera u Parizu, 4. studenog 2011. godine.

Prema Okvirnom ugovoru Zajmoprimac je Republike Hrvatska koju predstavlja Ministarstvo financija, Zajmodavac je Razvojna banka Vijeća Europe (CEB) - međunarodna organizacija.

Iznos zajma je 6,480.000,00 (šest milijuna četiristo osamdeset tisuća) eura, iznos koji će se isplaćivati u ratama. Za svaku će ratu Zajmoprimac i CEB zajednički utvrditi njezin iznos, kamatnu stopu, valutu, datum isplate, razdoblje otplate te broj računa svake od stranaka za doznačivanje novčanih iznosa. Ugovor o pojedinačnoj isplati kojim se određuju gore navedeni uvjeti bit će sastavljen u vrijeme isplate.

Realizacijom Okvirnog ugovora postići će se ostvarivanje zajamčenih prava zatvorenicima, a izvršavanje kazne zatvora i mjere istražnog zatvora u Zatvoru u Zagrebu bit će u skladu s europskim standardima i zahtjevima sudbene vlasti.

IV. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Zakonom se potvrđuje Okvirni ugovor o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu budući da je financijski obvezujući za Republiku Hrvatsku, kako bi njegove odredbe u skladu sa člankom 141. Ustave Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Okvirnim ugovorom o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu određena su financijska sredstva, uvjeti i rokovi izvedbe Projekta te korištenje zajma odobrenog od Razvojne banke Vijeća Europe.

V. OCJENA POTREBNIH SREDSTAVA ZA PROVOĐENJA ZAKONA

Republika Hrvatska obvezala se temeljem Okvirnog ugovora o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu kao zajmoprimac redovito i u potpunosti izvršavati sve financijske obveze prema Razvojnoj banci Vijeća Europe koje proizlaze u svezi s provedbom projekta dogradnje i obnove Zatvora u Zagrebu.

VI. PRIJEDLOG ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje zakona po hitnom postupku nalazi se u članku 159. stavku 1. Poslovnika Hrvatskoga sabora i to u drugim osobito opravdanim razlozima, budući da je njegovo stupanje na snagu pretpostavka za povlačenje sredstava zajma.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost da bude vezana već potpisanim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka u pravilu ne mogu vršiti izmjene ili dopune teksta međunarodnog ugovora, predlaže se da se ovaj zakonski prijedlog raspravi i prihvati po hitnom postupku, objedinjavajući prvo i drugo čitanje.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU
OKVIRNOG UGOVORA O ZAJMU BROJ F/P 1725 (2010) IZMEĐU
REPUBLIKE HRVATSKE I RAZVOJNE BANKE VIJEĆA EUROPE
ZA PROJEKT DOGRADNJE I OBNOVE ZATVORA U ZAGREBU**

Članak 1.

Potvrđuje se Okvirni ugovor o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu, potpisan 26. listopada 2011. godine u Zagrebu i 4. studenog 2011. godine u Parizu, u izvorniku na engleskom jeziku.

Članak 2.

Tekst Okvirnog ugovora iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

F/P 1725 (2010)

**OKVIRNI UGOVOR O ZAJMU IZMEĐU REPUBLIKE HRVATSKE I RAZVOJNE
BANKE VIJEĆA EUROPE ZA PROJEKT DOGRADNJE I OBNOVE ZATVORA U
ZAGREBU**

REPUBLIKA HRVATSKA, koju predstavlja Ministarstvo financija (dalje u tekstu: Zajmoprimac), s jedne strane

i

RAZVOJNA BANKA VIJEĆA EUROPE, međunarodna organizacija, Pariz

(dalje u tekstu: CEB), s druge strane,

- S obzirom na podnesenu molbu Vlade Republike Hrvatske od 3. studenog 2010. godine, kao države članice,
- S obzirom na Treći protokol uz Opći sporazum o povlasticama i imunitetima Vijeća Europe,
- S obzirom na članke Općih okvirnih pravila o zajmovima i financiranju projekta CEB-a (dalje u tekstu: Pravila o zajmu) usvojenih na temelju Rezolucije Upravnog Vijeća CEB-a: 1495 iz 2006. godine, naknadno izmijenjene i dopunjene Rezolucijom Upravnog Vijeća CEB-a: 1522 iz 2009. godine i 1530 iz 2010. godine,
- S obzirom na Pravila o zaštiti okoliša CEB-a usvojenih na temelju Rezolucije Upravnog Vijeća CEB-a: 1530 iz 2010. godine (dalje u tekstu: Pravila o zaštiti okoliša),
- S obzirom na Smjernice za nabavu CEB-a usvojene od strane Upravnog Vijeća CEB-a dana 21. rujna 2000. godine te naknadno izmijenjene i dopunjene dana 27. listopada 2004. godine (dalje u tekstu: Smjernice na nabavu),
- S obzirom na Pravila o zajmovima CEB-a usvojena na temelju Rezolucije Upravnog Vijeća CEB-a: 1495 iz 2006. godine te naknadno izmijenjena i dopunjena Rezolucijom Upravnog Vijeća CEB-a: 1530 iz 2010. godine (dalje u tekstu: Pravila o zajmu),

SPORAZUMJELE SU SE KAKO SLIJEDI:

DEFINICIJE

“Alokacija rate” (dalje u tekstu ujedno “Alokacija” ili “Alocirano”) znači vezivanje rate od strane Zajmoprimca uz dijelove projektnih komponenti (koji su utvrđeni u obliku jedinstvene tablice priložene ovom Okvirnom ugovoru u zajmu) čak i ukoliko navedena rata još uvijek nije isplaćena za Projekt.

“Radni dan” znači dan koji radi TARGET sustav (Transeuropski automatizirani sustav velikih plaćanja u euru u realnom vremenu).¹

“Datum zaključenja” znači datum od kojega, na temelju obavijesti od strane CEB-a Zajmoprimcu, Zajmoprimac ne može zahtijevati daljnje isplate.

“EURIBOR” (europska međubankovna referentna kamatna stopa) jest stopa koju jedna vrhunska (prime) banka daje drugoj vrhunskoj banci na europska međubankovna oročena sredstva unutra zone eura. Za nju jamči Europska bankovna federacija, obračunava ju Reuters te ista biva objavljena svakog radnog dana u Bruxellesu u 11.00 sati na Reutersovoj stranici EURIBOR01.

“Krajnji korisnici” znači pojedince koji imaju koristi od socijalnih učinaka Projekta.

“Konvencija o izmijenjenom slijedećem radnom danu” znači konvenciju koja označava dogovor o tome da ako određeni datum pada na dan koji nije radni dan tada će se taj datum pomaknuti na prvi slijedeći dan koji je radni dan, osim ukoliko taj dan pada u slijedeći kalendarski mjesec, a u kojem će slučaju taj datum biti prvi prethodni dan koji je radni dan.

“Agencija za provedbu projekta” (*dalje u tekstu: APP*) znači državno tijelo/agenciju koja na temelju naloga Zajmoprimca, provodi i upravlja Projektom.

“Jedinica za provedbu projekta” (*dalje u tekstu: JPP*) znači jedinicu odgovornih voditelja Projekta unutar APP-a za svakodnevnu provedbu, fizičko i financijsko vođenje i praćenje Projekta.

“Izvješće o predvidivom napretku radova” znači udio odobrenih izdataka za sve sastavne dijelove Projekta do ukupno odobrenih izdataka Projekta, pri čemu odobreni izdaci uključuju već nastale izdatke, kao i one za koje se očekuje da će nastati u određenom vremenskom razdoblju koje ne premašuje jednu godinu od datuma izvješća o praćenju (kako je niže definirano u članku 4.2.2.).

“Stanje napredovanja radova” znači omjer već nastalih odobrenih izdataka za sve sastavne dijelove Projekta, do ukupno odobrenih Projektnih izdataka.

“Rata” znači iznos koji jest ili će biti isplaćen iz zajma.

Članak 1.

UVJETI

Ovaj Zajam dodjeljuje se u skladu s uvjetima važećih Pravila o zajmu te posebnim uvjetima utvrđenima ovim Okvirnim ugovorom o zajmu (dalje u tekstu: *Ugovor*), njegovim dodacima i Ugovorima o pojedinačnim isplatama (dalje u tekstu: *Ugovori o pojedinačnim isplatama*).

Članak 2.

PROJEKT

CEB daje Zajmoprimcu, a potonji prihvaća, zajam (dalje u tekstu: *Zajam*) za financiranje F/P 1725 (2010) koji je odobrilo Upravno Vijeće CEB-a dana 18. studenog 2010. godine, a odnosi se na djelomično financiranje dogradnje i obnove Zatvora u Zagrebu (dalje u tekstu: *Projekt*).

¹ Za valute različite od eura: Definicija „Radnog dana“ bit će utvrđena u odgovarajućem Ugovoru o pojedinačnim isplatama.

CEB daje ovaj Zajam na temelju preuzete obveze Zajmoprimca da će isti (i) koristiti isključivo za financiranje Projekta opisanog u Dodatku 1 te (ii) da će Projekt izvršavati u skladu s uvjetima detaljno opisanima u Dodatku 1.

Svaka promjena načina korištenja Zajma koju CEB nije odobrio može imati za posljedicu obustavljanje, otkazivanje ili obvezu trenutnog povrata Zajma, a prema uvjetima navedenima u člancima 3.3., 3.5. i 3.6. Pravila o zajmu.

Članak 3.

ZAJAM

3.1. Financijski uvjeti

Odobreni Zajam iznosi:

6.480,000 EUR-a,

šest milijuna četiristo osamdeset tisuća eura

Koji će se isplaćivati u ratama.

Za svaku će ratu Zajmoprimac i CEB zajednički utvrditi njezin iznos, kamatnu stopu, valutu, datum isplate, razdoblje otplate te broj računa svake od stranaka za doznačivanje novčanih iznosa.

Ugovor o pojedinačnoj isplati kojim se određuju gore navedeni uvjeti bit će sastavljen u vrijeme isplate i u obliku propisanom u Dodatku 2.

3.2. Isplata

CEB će izvršiti isplatu Zajma u najmanje dvije rate. Iznos svake rate bit će određen u skladu sa Stanjem o napredovanju radova i/ili Izvješćem o predvidivom napretku radova.

Ugovor o pojedinačnoj isplati prve rate mora biti potpisan u roku od 12 mjeseci nakon stupanja na snagu ovog Ugovora u skladu sa člankom 15. Preduvjeti za potpis Ugovora o pojedinačnoj isplati prve rate je da Zajmoprimac (i) u skladu sa CEB-ovim očekivanjima dostavi dokaze o uspostavi u cijelosti funkcionalne JPP i (ii) dostavi CEB-u na odobrenje Plan nabave u skladu sa zahtjevima navedenima u članku 4.1.3.

Prva rata neće iznositi više od 50% odobrenog iznosa Zajma.

Svaka sljedeća rata može biti isplaćena tek nakon što Zajmoprimac CEB-u u skladu s niže navedenim člankom 4.2.2 u pisanom obliku potvrdi alociranost 90% prethodne rate.

Sve rate koje će uslijediti obračunavat će se na temelju Stanja napredovanja radova i, ukoliko to bude primjereno, Izvješća o predvidivom napretku radova.

3.3 Datum zaključenja

Datum zaključenja je 30. lipnja 2014. godine.

3.4. Pojednosti plaćanja

Sve dospjele iznose koje Zajmoprimca treba isplatiti na temelju ovog Ugovora bit će isplaćeni u valuti određenoj za svaku ratu na broj računa koji je CEB dostavio Zajmoprimcu u vrijeme isplate.

Zajmoprimac ili banka koji Zajmoprimac odredi će ukoliko se pokaže potreba, poslati pisanu obavijest o plaćanju CEB-u najmanje pet (5) radnih dana prethodno plaćanju bilo kakvih iznosa na temelju ovog Ugovora.

Sva plaćanja na temelju ovog Ugovora bit će izvršena na radni dan u skladu s Konvencijom o izmijenjenom sljedećem radnom danu.

Članak 4.

PRAĆENJE ZAJMA I PROJEKTA

4.1 Korištenje Zajma

4.1.1. Razdoblje

Zajmoprimac će alocirati rate za Projekt u roku od dvanaest (12) mjeseci nakon svake isplate.

Iznos koji nije alociran u Projekt unutar navedenog razdoblja mora biti vraćen CEB-u najkasnije u roku od trideset (30) dana.

Zajmoprimac se obvezuje snositi trošak koji nastane kao posljedica navedenoga povrata sredstava. Predmetni će trošak obuhvaćati trošak koji će CEB snositi uslijed ponovnog ulaganja (reinvestiranja) istog iznosa na dan povrata sredstava, a za preostalo vrijeme izvornog Zajma, kao i sve ostale s navedenim povezane troškove. CEB će utvrditi stopu ponovnog ulaganja na temelju tržišnih uvjeta na dan povrata sredstava za razdoblje o kojemu je riječ. Stoga će trošak biti obračunat vodeći računa o razlici između izvorne stope i stope ponovnog ulaganja.

Pored toga, ukoliko rata koju je isplatio CEB ne bude alocirana ili bude samo djelomično alocirana u Projekt unutar razdoblja navedenoga u prvome stavku ovoga članka, to će predstavljati jedan od slučajeva navedenih u članku 3.3 (h) u Glave 3. Pravila o zajmu te može prouzročiti obustavu, otkazivanje ili prijevremenu otplatu Zajma pod uvjetima iz članka 3.3, 3.5 i 3.6 Pravila o zajmu.

4.1.2. Provedba Projekta

Zajmoprimac određuje Ministarstvo pravosuđa za APP-a. APP će uspostaviti i održavati unutar svoje strukture odgovarajuće opremljenu i osposobljenu JPP. Prije prve isplate zajma, JPP mora biti u cijelosti funkcionalna i uključivati adekvatno osoblje u skladu s preporukama CEB-a danima u razdoblju prethodno sklapanju Ugovora. Odgovornost za izvršavanje svih obveza na temelju Ugovora u svakom slučaju ima Zajmoprimac.

4.1.2.1. Dužna pažnja

Zajmoprimac će s dužnom pažnjom primijeniti sva uobičajeno korištena sredstva, a osobito financijska, tehnička, socijalna i upravljačka, kao i ona vezana za zaštitu okoliša koja se pokazuju nužnima za pravilnu provedbu Projekta.

4.1.2.2. Povećani ili izmijenjeni troškovi Projekta

Ukoliko se troškovi Projekta, kako su opisani u Dodatku 1 ovog Ugovora, povećaju ili iz bilo kojeg razloga budu izmijenjeni, Zajmoprimac će osigurati dodatna financijska sredstva potrebna za dovršenje Projekta.

Zajmoprimac će se pritom posebno pobrinuti da prije provedbe Projekta na raspolaganje dobije sva potrebna prava koja se odnose na financiranje, zemljište i nekretnine te da se sva imovina i svi objekti trajno osiguraju i održavaju.

U svakome slučaju, financiranje od strane CEB-a neće premašiti 50% ukupnoga troška Projekta, bez kamata i financijskih pristojbi definiranih u Dodatku 1.

4.1.2.3. Vidljivost angažmana CEB-a

Zajmoprimac će (i) navesti u svom cjelovitom promidžbenom materijalu vezanom uz Projekt da je isti djelomično financiran od strane CEB-a i (ii) savjetovati se sa CEB-om vezano uz službena priopćenja za tisak koja se odnose na Projekt. U svakom slučaju, obavijesti za medije, službene obavijesti, izvješća, brošure, reklamni natpisi ili publikacije prikazivat će logotip CEB-a na primjeren način.

4.1.2.4. Ostale obveze

Zajmoprimac se obvezuje:

- da provedba Projekta neće dovesti do kršenja Europske konvencije o ljudskim pravima i Europske socijalne povelje,
- da je Projekt u skladu s Pravilima o zaštiti okoliša CEB-a. Zajmoprimac se osobito obvezuje poduzeti sve potrebno radi primjene mjera ublažavanja negativnih utjecaja opisanih u Planu upravljanja okolišem Projekta (kolovoz 2010. godine) Brodarskog Instituta.

4.1.3. Nabava

U skladu sa CEB-ovim Smjernicama za nabavu, svi radovi, robe i usluge u sklopu Projekta nabavljat će se kako slijedi:

- postupci nabave za ugovore čija je vrijednost ispod praga postavljenog direktivama Europske unije² provodit će se u skladu s odredbama važećeg nacionalnog zakonodavstva za javnu nabavu Republike Hrvatske,
- postupci nabave za ugovore jednake vrijednosti ili u vrijednosti iznad praga direktiva Europske unije provodit će se putem međunarodnih (otvorenih ili ograničenih) postupaka (obavezno objavljivanje u Službenom listu EU-a (“OJEU”)).

Pod uvjetima navedenima u članku 3.2., Zajmoprimac će dostaviti CEB-u na odobrenje Plan nabave koji određuje:

- ugovore za robe, radove i/ili usluge potrebne za izvršavanje Projekta za vrijeme početnog razdoblja u trajanju od najmanje dvanaest (12) mjeseci,
- predviđeni trošak po svakom ugovoru,
- predložene postupke nabave za svaki ugovor,
- predviđeni datum objave svakog natječaja.

Nakon primitka Plana nabave, CEB će obavijestiti Zajmoprimca o primjenjivim CEB-ovim postupcima revizije svakog ugovora sklopljenog na temelju Planom nabave.

Zajmoprimac ažurirat će Plan nabave na godišnjoj osnovi ili prema potrebi tijekom cijelog razdoblja provedbe Projekta te dostaviti bilo kakve značajne informacije CEB-u na odobrenje. Zajmoprimac provodit će Plan nabave na način koji je odobrio CEB.

Zajmoprimac će bez odlaganja obavijestiti CEB o bilo kakvom kašnjenju, obustavi ili osporavanju i drugim promjenama u raspoređivanju postupaka nabave koje bi mogle značajnije utjecati na pravovremenu i uspješnu provedbu Projekta te se usuglasiti sa CEB-om o korektivnim mjerama.

CEB neće financirati izdatke za robe, radove i usluge koje nisu nabavljene u skladu s gore navedenim odredbama. U takvim slučajevima CEB zadržava pravo proglasiti predmetni ugovor neprikladnim za financiranje iz Zajma. Ukoliko CEB u bilo koje vrijeme utvrdi da postupak nabave za potrebe ovog Projekta nije u skladu s gore navedenim odredbama, zadržava pravo primijeniti odredbe članaka 3.3., 3.5. i 3.6. Pravila o zajmu, što može prouzročiti obustavu, otkazivanje ili prijevremenu otplatu Zajma.

4.1.4. Cjelovitost (Integritet)

² Pragovi vrijednosti navedeni u članku 7. Direktive Europskog parlamenta i vijeća 2004/18/EZ i članku 16. Direktive Europskog parlamenta i vijeća 2004/17/EZ, uz povremene preinake.

Zajmoprimac se obvezuje i jamči da niti jedna osoba prema trenutnim saznanjima APP-a i JPP-a nije počinila te da niti jedna osoba uz pristanak APP-a i JPP-a ili na temelju njihovih prethodnih saznanja neće počinuti neku vrstu takvog djela, što znači:

- (a) nuđenje, davanje, primanje ili zahtijevanje bilo kakve nedopuštene prednosti radi utjecaja na čin osobe koja je voditelj javnog ureda ili na određenoj funkciji ili direktor ili zaposlenik u javnoj upravi ili javnom poduzeću ili direktor ili službenik javne međunarodne organizacije povezane s postupkom javne nabave ili provedbom Projekta, ili
- (b) bilo kakav čin koje nedopušteno utječe ili ima za cilj nedopušteno utjecati na postupak javne nabave ili provedbu Projekta na štetu Zajmoprimca, uključujući ali se ne ograničavajući na tajni sporazum između ponuditelja.

Saznanja bilo kojeg člana APP-a ili JPP-a smatrat će se u tu svrhu saznanjima APP-a ili JPP-a. Zajmoprimac će osigurati da se APP/JPP obvežu obavijestiti CEB ako dobiju saznanja o bilo kakvim činjenicama ili informacijama koje ukazuju na počinjenje takvog čina.

Zajmoprimac će osigurati opstojnost, djelovanje i rad APP/JPP u skladu s unutarnjim pravilima i kontrolama te u skladu s važećim nacionalnim zakonima i najboljim praksama kako bi se osiguralo sprečavanje sklapanja bilo kakvih poslovnih dogovora u korist bilo kojih pojedinaca ili institucija navedenih u ažuriranim popisima sankcioniranih osoba službeno objavljenima od strane Vijeća sigurnosti Ujedinjenih naroda ili odbora istog u skladu s Rezolucijama Vijeća sigurnosti: 1267 iz 1999. godine i 1373 iz 2011. godine (www.un.org/terrorism) i/ili Vijeća EU u skladu sa Zajedničkim stajalištima 2001/931/CSFP i 2002/402/CSFP i s njima vezanih ili naknadnih rezolucija i/ili provedbenim aktima vezano uz financiranje djela terorizma.

Zajmoprimac će osigurati da APP/JPP poduzmu:

- (a) radnje na temelju razumnih zahtjeva CEB-a u svrhu istrage i/ili prekida bilo kakvog navodnog ili mogućeg događaja više sile opisanog u članku 4.1.4.,
- (b) obavještanje CEB-a o poduzetim mjerama potraživanja odšteta od osoba odgovornih za bilo kakav gubitak koji je posljedica navedenih radnji i
- (c) radnje koje služe olakšavanju istrage koju CEB može provesti vezano uz takvo djelo.

Za potrebe ovih Članka, ako u pisanoj obavijesti CEB-u Zajmoprimac drugčije na odredi, voditelj APP-a bit će odgovoran za kontakte sa CEB-om.

Ako u bilo koje vrijeme CEB utvrdi da je Zajmoprimac prekršio obveze utvrđene u članku 4.1.4., zadržava pravo primijeniti odredbe članka 3.3., 3.5. i 3.6. Pravila o zajmu, što može prouzročiti obustavu, otkazivanje ili prijevremenu otplatu Zajma.

4.2. Zahtjevi za informacijama

4.2.1. Informacije vezano uz Projekt

Zajmoprimac će voditi poslovne knjige vezane uz Projekt u skladu s međunarodnim standardima koje će u svako doba prikazivati stanje napretka i u kojima će biti zabilježene sve poduzete radnje te utvrđena sva imovina i usluge financirane uz pomoć Zajma.

Zajmoprimac se obvezuje da u razumnom roku odgovori na svaki CEB-ov zahtjev za pružanjem informacija i da CEB-u podastre svu dokumentaciju koju bi CEB smatrao potrebnom i mogao razumno zahtijevati za valjanu provedbu ovog Ugovora, a osobito onu koja se odnosi na praćenje Projekta i korištenje sredstava Zajma.

Zajmoprimac će odmah obavijestiti CEB o svakoj zakonskoj ili regulatornoj promjeni u gospodarskom sektoru koja je relevantna za Projekt, odnosno općenito o svakom događaju koji bi mogao imati negativan materijalni učinak na izvršenje obveza preuzetih Ugovorom. Svaki događaj

koji bi mogao imati negativni materijalni učinak na izvršenje obveza Zajmoprimca na temelju ovog Ugovora smatra se događajem s liste iz članka 3.3. (h) Glave 3. Pravila o zajmu i može prouzročiti obustavu, otkazivanje ili prijevremenu otplatu Zajma pod uvjetima propisanim člancima 3.3., 3.5. i 3.6. Pravila o zajmu.

4.2.2. Izvješća o praćenju

Zajmoprimac će CEB-u slati izvješća o praćenju najmanje jednom godišnje počevši od isplate Zajma pa do dovršenja cjelokupnoga Projekta. Zajmoprimac će također poslati Izvješće o praćenju prethodno bilo kakvoj isplati uz iznimku isplate prve rate. Navedena izvješća moraju biti zadovoljavajuća za CEB prethodno bilo kakvoj isplati.

U Dodatku 3. prikazana je shema s obveznim minimalnim podacima koje CEB zahtjeva za izvješća o praćenju. Moguće je koristiti drukčiji format koji sadržava iste obavijesti.

U svakom slučaju, izvješća o praćenju odnosit će se na:

- stanje alokacije isplaćenih rata Zajma,
- napredak financiranja Projekta i Plana nabave,
- napredak samog Projekta s obzirom na fizički napredak i nastale izdatke,
- detalje o upravljanju Projektom i
- tehničke pokazatelje (kako su navedeni u Dodatku 4), te
- provedbu Plana upravljanja okolišem.

4.2.3. Izvješće o dovršetku Projekta

Nakon stvarnog dovršenja cjelokupnoga Projekta, Zajmoprimac će predložiti konačno izvješće koje sadrži procjenu ekonomskih, financijskih i socijalnih učinaka te utjecaja na okoliš. CEB mora procijeniti to izvješće zadovoljavajućim.

4.2.4. Nadzorni postupci

Zajmoprimac se obvezuje susretljivo prihvatiti svaku promatračku misiju zaposlenika CEB-a ili od CEB-a angažiranih vanjskih konzultanata te omogućiti svu potrebnu suradnju promatračkim misijama putem posjeta lokaciji Projekta. U slučaju da Zajmoprimac ne izvršava bilo koji od svojih obveza slijedom ovog Zajma, CEB može izvršiti računovodstvenu reviziju Projekta na licu mjesta angažirajući jednog ili više konzultanata po svom izboru, a na trošak Zajmoprimca.

Članak 5.

PRESTANAK OBVEZA ZAJMOPRIMCA

Nakon isplate punog iznosa glavnice Zajma te svih kamata i drugih pripadajućih troškova, a osobito iznosa iz članaka 6. i 7. navedenih u nastavku, Zajmoprimcu će u potpunosti prestati obveze prema CEB-u osim onih koji su navedene u člancima 4.2.1. i 4.2.4. u svrhu mogućeg vrednovanja Projekta iz prethodnih razdoblja.

Članak 6.

ZATEZNE KAMATE

Za isplate u EUR-ima, bez obzira na druge protumjere koje su CEB-u na raspolaganju slijedom ovog Ugovora i Pravila o zajmu ili na drugi način, ako Zajmoprimac ne plati sveukupan iznos kamata ili neki drugi iznos koji dospijeva na plaćanje slijedom ovog Ugovora najkasnije do navedenoga datuma dospijeca, Zajmoprimac je obvezan platiti dodatne kamate na dospjeli iznos koji nije u cijelosti plaćen i to na temelju jednomjesečne EURIBOR stope od datuma dospijeca u

11,00 sati (po lokalnom vremenu u Bruxellesu), uvećane za 2,5% godišnje od datuma dospjeća navedenog iznosa do datuma stvarnog plaćanja.

Primjenjiva jednomjesečna EURIBOR stopa ažurirat će se svakih 30 dana.

Članak 7.

POVEZANI TROŠKOVI

Zajmoprimac će snositi sve carinske troškove i poreze svih vrsta, dospjele i plaćene te sve troškove koji su rezultat sklapanja, izvršenja, likvidacije, otkazivanja ili obustave ovog Ugovora, u cijelosti ili djelomično ili rezultiraju iz davanja jamstva ili iz Zajma, uključujući sve sudske ili izvan sudske činidbe koje potječu iz ovog Ugovora.

Na troškove arbitražnog postupka opisanog u Poglavlju 4. Pravila o zajmu primjenjivat će se odredba iz članka 4.7. Glave 4. Pravila o zajmu.

Članak 8.

NEGATIVNI ZALOG I *PARI PASSU*

Zajmoprimac izjavljuje da nije preuzeo niti će u budućnosti preuzeti obveze koje bi nekoj trećoj strani mogle dati povlaštenu položaj, povlašteno pravo naplate, dodatno osiguranje ili jamstvo bilo koje prirode koje bi moglo rezultirati većim pravima trećih strana (dalje u tekstu: *Instrument osiguranja*).

Ako bi se ipak trećoj strani dao takav instrument osiguranja, Zajmoprimac je suglasan da će uspostaviti ili pružiti isti takav instrument osiguranja u korist CEB-a ili ako postoje prepreke za takav postupak, jednakovrijedan instrument osiguranja te da će odrediti uspostavu takvih instrumenta osiguranja u korist CEB-a.

Neispunjenje ovih odredbi predstavljat će kršenje ugovornih odredaba kako je navedeno u članku 3.3 (h) Glave 3. Pravila o zajmu što može prouzročiti obustavu, otkazivanje ili obvezu prijevremene otplate Zajma pod uvjetima propisanim člancima 3.3., 3.5. i 3.6. Pravila o zajmu.

Članak 9.

IZJAVE I JAMSTVA

Zajmoprimac izjavljuje i jamči:

- da su ga njegova nadležna tijela ovlastila za sklapanje Ugovora i u tu svrhu ovlastila potpisnika/potpisnike u skladu sa zakonima, uredbama, pravilnicima, statutima i drugim na to primjenjivim propisima,
- da sklapanje i izvršenje ovog Ugovora nije u suprotnosti sa zakonima, uredbama, pravilnicima, statutima i ostalim na to primjenjivim propisima te da su pribavljene sve potrebne dozvole, odobrenja i ovlasti koje će ostati na snazi tijekom cijeloga razdoblja Zajma.

Tijekom cijeloga trajanja Zajma, Zajmoprimac je obavezan odmah obavijestiti CEB u slučaju bilo kakvih promjena vezanih uz navedene izjave i jamstva te osigurati svu popratnu dokumentaciju.

Članak 10.

ODNOSI S TREĆIM STRANAMA

U okviru opsega korištenja ovog Zajma, Zajmoprimac se ne može pozvati ni na kakvu činjenicu koja se odnosi na odnose s trećim stranama radi izbjegavanja ispunjenja, cjelokupnog ili djelomičnog, obveza koje proistječu iz Ugovora.

CEB ne može biti uključen u sporove koji bi mogli nastati između Zajmoprimca i trećih strana, a troškovi, bez obzira na njihovu prirodu, koji nastanu CEB-u zbog bilo kakvih tražbina, a osobito bilo kakvih zakonskih ili sudskih pristojbi, idu na teret Zajmoprimca.

Članak 11.

TUMAČENJE UGOVORA

Zajmoprimac izjavljuje da je upoznat s CEB-ovim Pravilima o zajmu te da je primio primjerak Pravila.

U slučaju proturječnosti između bilo koje odredbe CEB-ovih Pravila o zajmu i bilo koje odredbe ovog Ugovora, primjenjivat će se odredba ovog Ugovora.

Naslovi članaka, stavaka i glava Ugovora ne koriste se u svrhu njihova tumačenja.

Ni u kojem se slučaju ne smije pretpostaviti da se CEB prešutno odriče bilo kojeg prava koja mu je dano na temelju ovoga Ugovora.

Članak 12.

MJERODAVNO PRAVO

Ugovor, Dodaci istome i Ugovori o pojedinačnim isplatama koji se na njega odnose, podliježu pravilima CEB-a kako je navedeno u odredbama članka 1. stavka 3. Trećeg protokola (od 6. ožujka 1959. godine) Općem sporazumu o povlasticama i imunitetima Vijeća Europe (od 2. rujna 1949. godine) te podredno, ako je potrebno, francuskom pravu.

Sporovi između ugovornih strana podliježu arbitraži u skladu s uvjetima navedenim u Glavi 4. Pravila o zajmu.

Članak 13.

IZVRŠENJE ARBITRAŽNEODLUKE

Ugovorne strane suglasne su da neće iskoristavati bilo kakve povlastice, imunitet ili zakonsko pravo pred bilo kojim sudbenim ili kakvim drugim ovlaštenim tijelom, bilo domaćim ili međunarodnim, u cilju suprotstavljanja provedbi odluke donesene pod uvjetima utvrđenima u Glavi 4. Pravila o zajmu.

Članak 14.

OBAVIJESTI

Sve obavijesti ili druga priopćenja dana ili učinjena na temelju ovog Ugovora prema CEB-u ili Zajmoprimcu bit će u pisanom obliku i smatrat će se da su propisno dana ili učinjena ukoliko su dostavljena osobnom dostavom, zračnom poštom ili telefaksom od jedne strane drugoj strani na sljedećoj, niže navedenu adresu:

Za zajmoprimca:	Republika Hrvatska Ministarstvo financija Katančićeva 5 10000 Zagreb Na znanje: ministra financija Faks: + 385.1.49.22.598
Za CEB:	Razvojna banka Vijeća Europe 55, Avenue Kléber 75116 Paris Na znanje: Opća uprava za zajmove,

Faks: +33.1.47.55.37.52

Sva priopćenja koja se daju ili pružaju bit će na engleskom ili francuskom jeziku, a ako budu na bilo kojem drugom jeziku i kad to CEB zatraži, bit će popraćena ovjerenim engleskim ili francuskim prijevodom.

Članak 15.

STUPANJE NA SNAGU

Nakon potpisivanja od strane Zajmoprimca i CEB-a, Ugovor stupa na snagu na datum na koji CEB primi obavijest diplomatskim putem kojom Republika Hrvatska obavještava Razvojnu banku Vijeća Europe da je Hrvatski sabor potvrdio ovaj Ugovor.

Nakon stupanja na snagu Ugovora te kao preduvjet za sklapanje Ugovora o pojedinačnoj isplati prve rate, Zajmoprimac će dostaviti za Banku zadovoljavajuće pravno mišljenje na engleskom jeziku u odnosu na osposobljenost, ovlasti i nadležnosti Zajmoprimca koje potvrđuje da je Ugovor važeći, obvezujući i provediv u skladu s njegovim odredbama.

Članak 16.

IZVORNICI UGOVORA

Ugovor je sastavljen u dva (2) izvornika, od kojih svaki ima istu pravnu snagu.

Svaka ugovorna strana zadržava po jedan izvornik Ugovora.

Zagreb, 26. listopada 2011.
Za Republiku Hrvatsku
Martina Dalić
ministrica financija

Pariz, 04. studenog 2011.
Za Razvojnu banku Vijeća Europe
Imre Tarafás
zamjenik guvernera

POPIS DODATAKA

DODATAK 1	OPIS PROJEKTA
DODATAK 2	UGOVOR O POJEDINAČNOJ ISPLATI (PREDLOŽAK)
DODATAK 3	IZVJEŠĆA O PRAĆENJU (PREDLOŽAK)
DODATAK 4	TEHNIČKI POKAZATELJI

DODATAK 1

OPIS PROJEKTA

I.	F/P :	1725 (2010)
	Zajmoprimac:	Republika Hrvatska
	Odobrenje Upravnog Vijeća:	18. studeni 2010. godine
	Odobreni iznos:	6,480.000 EUR-a

II.	Područje(a) djelovanja:	Infrastruktura upravnih i pravosudnih javnih službi		
	Planirani radovi:	Dogradnja i obnova Zatvora u Zagrebu.		
	Lokacija:	Zagreb		
	Procijenjeni ukupni odobreni troškovi projekta (bez PDV-a i ostalih poreza):	13,100.000 EUR-a		
	Indikativna analiza troškova:	Namjene	milijuna EUR-a	u % od ukupnog troška
		Studije, Nadzor, JPP	1,6	12
		Troškovi građevinskih radova za dogradnju	8,7	66
		Troškovi obnove za postojeću zgradu	1,9	15
		Oprema i namještaj	0,9	7
		UKUPNO	13,1	100
	Plan financiranja:	Očekivani financijski plan Projekta: <ul style="list-style-type: none"> • Zajam CEB-a: 49,5 % • Vlastita sredstva zajmoprimca: 50,5 % 		
	Napredak radova za vrijeme primjene Zajma:	Manje od 40%		
	Raspored radova:	2012.-2013.		
	Očekivani datum završetka Projekta	31.12.2013. godine		
	Datum zaključenja	30. lipanj 2014. godine		
	Posebni uvjeti	Prije prve isplate zajma, JPP mora biti u cijelosti funkcionalna i uključivati adekvatno osoblje u skladu s preporukama CEB-a tijekom primjene.		

III.	Kriteriji izbora: (na područja djelovanja)	Zajmoprimac će se pridržavati kriterija izbora propisanih CEB-ovom zajmovnom politikom. Projekt zadovoljava uvjete na temelju sljedećeg područja djelovanja: „Infrastruktura upravnih i pravosudnih javnih službi“
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IV.	Tehnički pokazatelji	Navedeni u Dodatku 4.
V.	Socijalni učinci: (na području djelovanja)	Projekt bi trebao doprinijeti unaprjeđenju organizacije i funkcioniranja državnih upravnih i pravosudnih javnih službi proširenjem kapaciteta zbrinjavanja zatvorenika i primjenom standarda Europskih zatvorskih pravila u zatvorskoj infrastrukturi i zbrinjavanju zatvorenika. Očekuje se da će oko 930 zatvorenika/pritvorenika imati izravne koristi od obnovljenih i novih objekata, uz očekivane dugoročne pozitivne učinke na državu općenito.

DODATAK 2

UGOVOR O POJEDINAČNOJ ISPLATI (PREDLOŽAK)

DODATAK 2a

UGOVORI O POJEDINAČNOJ ISPLATI FIKSNE KAMATNE STOPE ZAJMA (PREDLOŽAK)

F/P [broj] –[broj] Rata

UGOVOR O POJEDINAČNOJ ISPLATI

uz Okvirni ugovor o zajmu od [datum]

između

[naziv: Zajmoprimac]

(dalje u tekstu „Zajmoprimac“)

i

RAZVOJNE BANKE VIJEĆA EUROPE

(dalje u tekstu „CEB“)

Ovaj *Ugovor o pojedinačnoj isplati* i Okvirni ugovor o zajmu utvrđuju dogovorene uvjete za [broj] rata kako je opisano u članku [broj] prethodno spomenutog Okvirnog ugovora o zajmu.

Iznos zajma [valuta i iznos]

Dospijeće [broj] – godina konačnog dospijeća s [broj] godina razdoblja počeka [ili (broj) - kalendarske godine]

Fiksna kamatna stopa: [brojčani postotak] [neto] godišnje

Plaćanje kamata polugodišnje/godišnje po situacijama

Dnevni obračun-udjel 30/360 neusklađeno, Konvencija o izmijenjenom sljedećem radnom danu

Radni dan Prema definiciji iz Okvirnog ugovora o zajmu

Datum isplate [datum]

Upute (Instrukcije) za plaćanje (Zajmoprimac) Broj računa [broj] [naziv banke i grada].
SWIFT KOD: [šifra] putem [naziv poslovne

banke i grada]
 SWIFT KOD: [*šifra*]

Upute (Instrukcije) za plaćanje (CEB)

u skladu sa člankom 3.4. Okvirnog ugovora o zajmu

Otplata kamata i glavnice izvršavat će se u skladu s priloženim Planom otplate. Ukoliko kamata po prvi puta treba biti plaćena na [*datum*], glavnica će biti plaćena po prvi puta na [*datum*].

Sva plaćanja bit će izvršena na račun CEB-a u skladu s gore opisanim Uputama (Instrukcijama) za plaćanje (CEB).

Ove odredbe podliježu odredbama „Konvencije o izmijenjenom slijedećem radnom danu“ kako je definirano Okvirnim ugovorom o zajmu potpisanom između CEB-a i Zajmoprimca na [*datum*].

Ovaj Ugovor o pojedinačnoj isplati će stupiti na snagu nakon potpisivanja od strane CEB-a i Zajmoprimca.

[*Grad, datum*]

[*Grad, datum*]

Za [*Naziv Zajmoprimca*]

Za Razvojnu banku Vijeća Europe

DODATAK 2b

UGOVOR O POJEDINAČNOJ ISPLATI PROMJENJIVE KAMATNE STOPE ZAJMA (PREDLOŽAK)

F/P [*broj*] – [*broj*] Rata

UGOVOR O POJEDINAČNOJ ISPLATI

uz Okvirni ugovor o zajmu od [*datum*]

između

[*naziv: Zajmoprimac*]

(dalje u tekstu „Zajmoprimac“)

i

RAZVOJNE BANKE VIJEĆA EUROPE

(dalje u tekstu „CEB“)

Ovaj *Ugovor o pojedinačnoj isplati* i Okvirni ugovor o zajmu utvrđuju dogovorene uvjete za [*broj*] rata kako je opisano u članku [*broj*] prethodno spomenutog Okvirnog ugovora o zajmu.

Iznos zajma [*valuta i iznos*]

Dospijeće [*broj*] – godina konačnog dospelja s [*broj*] godina razdoblja počeka [*ili (broj) - kalendarske godine*]

Promjenjiva kamatna stopa EURIBOR 3 ili 6 mjeseci plus ili minus [*broj*] baznih indeksa godišnje (Reuters [*referentni podaci*])

Plaćanje kamata tromjesečno/polugodišnje po situacijama

Dnevni obračun-udjel	dnevno/360, Konvencija o izmijenjenom sljedećem radnom danu
Radni dan	Prema definiciji iz Okvirnog ugovora o zajmu
Datum isplate	[datum]

Upute (Instrukcije) za plaćanje (Zajmoprimac) Broj računa [broj] [naziv banke i grada].
SWIFT KOD: [šifra] putem [naziv poslovne banke i grada]
SWIFT KOD: [šifra]

Upute (Instrukcije) za plaćanje (CEB) u skladu sa člankom 3.4. Okvirnog ugovora o zajmu

[dodati prema potrebi]

{Tekst za EURIBOR baznu kamatu i strukturu amortizacije zajma

Kamatna stopa izračunavat će se za svako razdoblje od [broj] mjeseci, počevši od datuma isplate. Kamatna stopa utvrdit će se dva radna dana prethodno svakom novom obračunskom razdoblju. CEB će Zajmoprimca obavijestiti o dospijeću kamate svakih [broj] mjeseci. Kamata dospijeva na [dan, mjesec]³ svake godine, a prvo dospijeće kamate je [datum]. [Navedi datume otplate i iznos glavnice koje dospijeva svakog od navedenog datuma]}

{Tekst za EURIBOR baznu kamatu i periodičnu strukturu

Kamatna stopa izračunavat će se za svako razdoblje od [broj] mjeseci, počevši od datuma isplate. Kamatna stopa utvrdit će se dva radna dana prethodno svakom novom obračunskom razdoblju. CEB će Zajmoprimca obavijestiti o dospijeću kamate svakih [broj] mjeseci. Kamata dospijeva na [dan, mjesec]⁴ svake godine, a prvo dospijeće kamate je [datum]. Iznos glavnice će biti isplaćen u jednom paušalnom iznosu na [datum].}

Sva plaćanja bit će izvršena na račun CEB-a u skladu s gore opisanim Uputama (Instrukcijama) za plaćanje (CEB-a).

Ove odredbe podliježu odredbama „Konvencije o izmijenjenom sljedećem radnom danu“ kako je definirano u Okvirnom ugovoru o zajmu potpisanom između CEB-a i Zajmoprimca na [datum].

Ovaj Ugovor o pojedinačnoj isplati će stupiti na snagu nakon potpisivanja od strane CEB-a i Zajmoprimca.

[Grad, datum]

[Grad, datum]

Za [Naziv Zajmoprimca]

Za Razvojnu banku Vijeća Europe

DODATAK 3

IZVJEŠĆA O PRAĆENJU (PREDLOŽAK)

DODATAK 3a

OPISNO IZVJEŠĆE O PRAĆENJU

³ navesti 4 datuma za tromjesečne isplate i dva datuma za polugodišnje otplate

⁴ navesti 4 datuma za tromjesečne isplate i dva datuma za polugodišnje otplate

F/P 1725 (2010) Djelomično financiranje dogradnje i obnove Zatvora u Zagrebu Sažetak statusa projekta	
Procijenjeni ukupni odobreni troškovi Projekta (neto iznos bez PDV-a i ostalih poreza): 13,1 MEUR Odobreni iznos zajma CEB-a: 6,48 MEUR Maksimalni % udjela: 50%	<i>Ciljevi:</i> Svrhe Projekta su dogradnja Zatvora u Zagrebu kako bi se smanjila postojeća prenapučenost te istovremeno, korištenje za obnavljanje postojeće zgrade na kojoj nije bilo značajnijih sanacijskih radova od izgradnje iste 1987.g.
% isplaćeno na [datum] Prosječna isplata % godišnje: %	<i>Povijest isplate (kraj razdoblja)</i> <i>(Priložene ažurirane informacije o isplati)</i> Postojeće (razdoblje) MEUR Predviđeno (razdoblje) MEUR
Ostali planirani financijski izvori: Zajmoprimac: 6,62 MEUR	<i>Povijest isplate (kraj razdoblja)</i> <i>(Priložene ažurirane informacije o isplati)</i> Postojeće (razdoblje) MEUR Predviđeno (razdoblje) MEUR
Datum ispunjenja: Datum dovršetka: 30.06.2014. godine Godine provedbe:	<i>Agencija za provedbu:</i> Jedinica za provedbu projekta (JPP) osnovana je unutar ove Uprave u svrhu primjene predloženog Projekta. U cijelosti funkcionalna JPP uz vanjske stručnjake počinje s radom [Datum], u skladu s preporukama CEB-a.

<p>Sažetak statusa Projekta:</p> <p>Status provedbe do današnjeg datuma je slijedeći:</p> <ul style="list-style-type: none"> Lokacija Područje provedbe Opis predloženih radova <p>(b) Napredak Projekta:</p> <ul style="list-style-type: none"> Nabava zemljišta i priprema Studije i idejni projekt
--

Radovi		
Revidirani raspored/plan za sljedeće izvještajno razdoblje (ili do dovršetka Projekta)		
(c)	Troškovi Projekta i financiranje:	
	Sažetak pojedinačnih isplata	
	Dotok sredstava od strane financijskog izvora	
	Ažurirani sažetak nastalih i plaćenih izdataka	
	Budući izdaci i ukupni trošak	
(d)	Postignuća:	
	Ostvareni rezultati	
	Odstupanja	
	Uočeni problemi	
(e)	Aktivnosti nabave	
	Plan nabave	
	Rezultati nadmetanja	
	Provedba ugovora	
(f)	Vidljivost	
	(i) Zajam CEB-a	
	<i>(Objavljivanja u javnosti, sheme gradilišta, članci u medijima/novinama: popis članaka, izvor, datumi, i stranica/e članaka u kojima se spominje CEB i/ili drugi partneri, prijevod članaka u kojima se spominje CEB i/ili drugi partneri iz kvalitativne perspektive)</i>	
Specifična pitanja Projekta (ako postoje)		
Pitanja zaposlenika (ako postoje)		
Predloženi Akcijski plan za rješavanje pitanja (ako postoji):		
	Radnja	Odgovorna osoba
		Očekuje se izvršavanje do [datum]

DODATAK 3b

TABLICA 1 – TROŠKOVI

TROŠKOVI
u kunama

DRŽAVA: HRVATSKA

PROJEKT: F/P 1725 (2010) - Dogradnja i obnova Zatvora u Zagrebu
(iznos bez PDV-a i ostalih poreza)

Datum:

Opis	Procijenjen i troškovi	Nastali izdaci ^[1]			Budući izdaci ^[1]		UKUPNI TROŠAK (C) = (A) + (B)	% UTROŠENO	Komentari o izmjenama
		GODINA 1	GODINA 2	Ukupno (A)	Do završetka (B)	koji će nastati u tekućoj godini			
I Objekt dogradnje	63.265.275								
II Obnova postojeće zgrade	14.097.095								
III Nadzor	3.219.300								
IV Oprema	6.827.689								
V Jedinica za provedbu projekta	6.842.243								
UKUPNO	94.251.602								
Financijski izvori									
CEB (50%)	47.125.801								
Vlada (50%)	47.125.801								

[1] Zamijenite Godina 1, Godina 2, ... s odgovarajućom godinom i prilagodite stupce prema godišnjim izdacima.

Napomena: Prema Izvješću izvodljivosti Projekta, ukupni procijenjeni troškovi Projekta iznose 95,089.600 kn (13,075.229 EUR-a). Taj iznos uključuje 115.229 EUR-a (neto bez poreza) koji je isplaćen iz sredstava Državnog proračuna (u 2009.-2010.) za pripremu Studija Projekta. Troškovi Studije Projekta neće biti refinancirani iz fondova CEB-a.

DODATAK 3c

TABLICA 2A – PLAN NABAVE

PREDVIĐENI PLAN NABAVE od

DRŽAVA: HRVATSKA

PROJEKT: F/P 1725 (2010) - Dogradnja i obnova Zatvora u Zagrebu
RADOVI

1	2	3	4	5	6 [3]	7 [1]	8 [2]	9	10	11	12
Redni broj	Opis ugovora	Procijenjeni troškovi (neto iznos bez PDV-a)		Broj isporuka	Postupak nabave	Prednost domaćem ponuđaču (da/ne) %	Pregled Banke (PRUE/POSLUE)	Očekivani datum objave natječaja	Očekivani datum otvaranja ponuda	Očekivani datum razmatranja ponuda	Očekivani datum potpisivanja ugovora
		HRK	EUR								
UKUPNI RADOVI		0	0								

USLUGE

1	2	3	4	5	6 [3]	7 [1]	8 [2]	9	10	11	12
Redni broj	Opis zadatka	Procijenjeni troškovi (neto iznos bez PDV-a)		Broj isporuka	Metoda odabira	Prednost domaćem ponuđaču (da/ne) %	Pregled Banke (PRUE/POSLUE)	Očekivani datum objave natječaja	Očekivani datum otvaranja ponuda	Očekivani datum razmatranja ponuda	Očekivani datum potpisivanja ugovora
		HRK	EUR								
UKUPNE USLUGE		0	0								

ROBE

1	2	3	4	5	6 [3]	7 [1]	8 [2]	9	10	11	12
Redni broj	Opis ugovora	Procijenjeni troškovi (neto iznos bez PDV-a)		Broj isporuka	Metoda nabave	Prednost domaćem ponuđaču (da/ne) %	Pregled Banke (PRUE/POSLUE)	Očekivani datum objave natječaja	Očekivani datum otvaranja ponuda	Očekivani datum razmatranja ponuda	Očekivani datum potpisivanja ugovora
		HRK	EUR								
UKUPNA NABAVA		0	0								

[1] Ispuniti isključivo u slučaju ICB postupaka nabave. U slučaju drugih metoda nabave, dodajte "Nije primjenjivo".

[2]: Ispunjavanje CEB

[3] Kratice koje se koriste: ICB = Međunarodni javni natječaj; LIB = Ograničeni međunarodni natječaj; NCB = Nacionalni javni natječaj; S = Kupovina; DC = Izravna pogodba; BOR = Vlastita sredstva Zajmoprimca; O = Otvoreno; R = Ograničeno

DODATAK 3d

TABLICA 2B – DODIJELJENI UGOVORI

POPIS DODIJELJENIH UGOVORA

DRŽAVA: HRVATSKA

PROJEKT: F/P 1725 (2010) - Dogradnja i obnova Zatvora u Zagrebu
(neto iznos bez PDV-a)

Datum:

Opis ugovora	Broj ugovora	Datum potpisa Ugovora	Dodijeljeno (Naziv ugovaratelja)	Kategorija ugovora [1]	Metoda nabave [2]	Ugovoreni iznos		Određena cijena Y za da N za ne	Plaćanje		Razdoblje provedbe		Datum primopredaje radova	Komentari o izmjenama
						u izvornoj valuti	Ctv EUR [3]		u izvornoj valuti	Ctv EUR [4]	Početak	Završetak		

[1] Kratice koje se koriste: W za radove, G za robe i S za usluge

[2] Kratice koje se koriste: ICBO = Međunarodni otvoreni javni natječaj; ICBR = Ograničeni međunarodni javni natječaj; NCBO = Otvoreni nacionalni javni natječaj; NCBR = Ograničeni nacionalni javni natječaj; S = Kupovina; DC = Izravna pogodba; BOR = Vlastita sredstva Zajmoprimca; O = Otvoreno; R = Ograničeno

[3] Prema srednjem tečaju Hrvatske narodne banke na datum potpisivanja ugovora

[4] Prema srednjem tečaju Hrvatske narodne banke na datum plaćanja

DODATAK 3e

TABLICA 3 – RASPORED AKTIVNOSTI

RASPORED AKTIVNOSTI
DIJAGRAM

DRŽAVA: HRVATSKA

PROJEKT: F/P 1725 (2010) - Dogradnja i obnova Zatvora u Zagrebu

Datum:

Opis aktivnosti		2008				2009				2010				2011				2012				2013				% NAPRETKA	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				
Dozvole za Projekt	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Zajam	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Jedinica za provedbu projekta	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Geomehanizam	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Analiza okoliša	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Građevinski radovi	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Nadzor	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Projekt opremanja	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Oprema	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Zapošljavanje osoblja	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												
Premještanje zatvorenika	Prvotni raspored radova																												
	Izmijenjeni raspored radova																												

NB: Prvotni raspored radova preuzet iz Izvješća izvodljivosti priloženog zahtjevu za Zajmom.

DODATAK 4

TEHNIČKI POKAZATELJI

DODATAK 4a – POKAZATELJI SEKTORA

POKAZATELJI SEKTORA

Dodatak 4a

DRŽAVA: HRVATSKA

Datum:

PROJEKT: FIP 1725 (2010) - Dogradnja i obnova Zatvora u Zagrebu

POKAZATELJ	JEDINICA	Stanje prije početka financiranja projekta	Cilj projekta (ako je dostupan)	Ishod projekta	KOMENTARI
1. Kapacitet					
Ukupni broj zatvorske populacije u kaznenim tijelima	Ukupni broj zatvorske populacije				
	Broj zatvorenika				
	Broj pritvorenika/zatvorenika u istražnom zatvoru				
	Broj zatvorenika na 1000 stanovnika				
	% zatvorske populacije ovisnika o drogama				
	% zatvorske populacije uključene u liječenje od ovisnosti o drogama				
Broj kaznenih tijela unutar države					
Ukupna popunjenost u zatvorskom sustavu					
2. Tipovi kaznenih tijela					
Zatvoreni	Broj mjesta				
	Popunjenost				
Poluotvoreni	Broj mjesta				
	Popunjenost				
Otvoreni	Broj mjesta				
	Popunjenost				
Pritvor	Broj mjesta				
	Popunjenost				
3. Spol i dobne skupine					
Muškarci	% ukupne zatvorske populacije				
Žene	% ukupne zatvorske populacije				
Maloljetnice	% ukupne zatvorske populacije				
Maloljetnici	% ukupne zatvorske populacije				
4. Vrsta kazne					
Osuđeni na kaznu do šest mjeseci	% ukupne osuđene zatvorske populacije				
Osuđeni na kaznu do jedne godine	% ukupne osuđene zatvorske populacije				
Osuđeni na kaznu dužu od jedne godine ali manju od pet godina	% ukupne osuđene zatvorske populacije				
Osuđeni na kaznu od pet ili više godina	% ukupne osuđene zatvorske populacije				
Osuđeni na kaznu dugotrajnog zatvora	% ukupne osuđene zatvorske populacije				
Povratnici	% ukupne osuđene zatvorske populacije				
5. Vrsta kaznenog djela					
Kazneno djelo protiv javnog reda	% ukupne zatvorske populacije				
Kazneno djelo protiv imovine	% ukupne zatvorske populacije				
Kaznena djela protiv života i tijela	% ukupne zatvorske populacije				
Kazneno djelo protiv sigurnosti platnog prometa i gospodarskog poslovanja	% ukupne zatvorske populacije				
6. Ljudski resursi					
Osoblje	Omjer službenika osiguranja/zatvorenik				
	Omjer liječnika/zatvorenik				
	Omjer medicinskog osoblja/zatvorenik				
	Omjer strukovnih učitelja i tretmanskog osoblja/zatvorenik				
	Omjer psihologa/zatvorenik				
7. Izdaci za zdravstvenu zaštitu					
Ukupni rashodi za zdravstvenu zaštitu	Po zatvoreniku				
Prevladavajuća bolest	Bolesti s najvećim brojem pojavljivanja:				
	Vrsta i postotak populacije				
8. Financijski pokazatelji					
Financijska analiza	Godišnja dodjela sredstava iz Državnog proračuna zatvorskom sustavu (analiza prema upravnom području)				
	Ukupni prosječni troškovi po zatvoreniku u proteklih pet godina				

Potrebno ispuniti prethodno prvoj isplati zajma

Potrebno ispuniti pri završetku projekta

DODATAK 4b – INDIKATORI PROJEKTA

IZVEDBA PROJEKTA

Dodatak 4b

DRŽAVA: HRVATSKA

Datum:

PROJEKT: FP 1725 (2010) - Dogradnja i obnova Zatvora u Zagrebu

POKAZATELJ	JEDINICA	Stanje prije početka financiranja projekta	Cilj Projekta	Ishod Projekta	KOMENTARI	
1. Kapacitet						
Sobe	Soba namijenjena jednoj osobi	Broj				
		Veličina (iskoristiva površina)				
	Soba namijenjena smještaju više osoba	Unesite broj soba namijenjenih smještaju više osoba				
		Unesite različit kapacitet soba namijenjenih smještaju više osoba				
		Veličina (iskoristiva površina)				
	Istražni zatvor	Broj				
Izdvajanje	Broj					
Postotak popunjenosti sa zatvorenici	%					
Vrste posjetitelja	Posjete članova obitelji	Navedite vrstu prostora i učestalost posjeta				
	Posjete bračnog druga bez nadzora	Navedite vrstu prostora i učestalost posjeta				
	Posjete odvjetnika	Navedite vrstu prostora i učestalost posjeta				
2. Tipovi kaznenih tijela						
Zatvoreni	Broj mjesta					
	Popunjenost					
Poluotvoreni	Broj mjesta					
	Popunjenost					
Otvoreni	Broj mjesta					
	Popunjenost					
Istražni zatvor	Broj mjesta					
	Popunjenost					
3. Smještaj						
Vrsta sanitarne opreme	Umivaonik	Da/Ne				
	Zahod	Da/Ne				
	Tuš	Da/Ne				
	ako je zajednički tuš izvan sobe	Broj tuševa po katu				
		Broj zatvorenika po tušu				
	Broj tuširanja po tjednu					
Ventilacija	Vrsta					
Sustav grijanja	Vrsta					
Rasvjeta	Vrsta					
Prozori	Broj po sobi					
	Veličina					
Omogućavanje posteljine i prekrivača od strane Uprave za zatvorski sustav	Da	Ako da, koliko često				
	Ne					
Vrsta namještaja po sobi	Učvršćeni	Navedi vrstu				
	Pokretni	Navedi vrstu				
	Prostor za spremanje i raspoređivanje osobnih stvari	Veličina i vrsta				
Komunikacijski sustavi	Interkom u sobi	da				
		ne				
4. Ljudski resursi						
Zatvorsko osoblje	Upravno osoblje	Broj				
	Osiguranje	Broj				
	Strukovni učitelji	Broj				
	Tretmansko osoblje	Broj				
	Održavanje/Tehničari	Broj				
	Ostalo (kuhinja, praonica)	Broj				
	Navedite vanjske ili povremene suradnike (ako postoje)					
Medicinsko osoblje	Liječnici	Broj				
		Puno radno vrijeme				
		Nepuno radno vrijeme				
		Po potrebi				
	Medicinske sestre/tehničari	Broj				
		Puno radno vrijeme				
		Nepuno radno vrijeme				
		Po potrebi				
	Bolničari	Broj				
		Puno radno vrijeme				
		Nepuno radno vrijeme				
		Po potrebi				
Psiholozi	Broj					
	Puno radno vrijeme					
	Nepuno radno vrijeme					
	Po potrebi					


5. Sigurnost i osiguranje						
Glavni ulaz	Zajednički ulaz (Da / Ne)					
	Vrsta kontrolnog mehanizma	Sustav pretraživanja (Da / Ne) Detektor metala (Da / Ne)				
	Odvojeni ulazi:					
	Ulaz za zatvorenike (Da / Ne)					
	Vrsta kontrolnog mehanizma	Sustav pretraživanja (Da / Ne) Detektor metala (Da / Ne)				
	Ulaz za osoblje (Da/ Ne)					
	Vrsta kontrolnog mehanizma	Sustav pretraživanja (Da / Ne) Detektor metala (Da / Ne)				
	Ulaz za posjetitelje (Da / Ne)					
	Vrsta kontrolnog mehanizma	Sustav pretraživanja (Da / Ne) Detektor metala (Da / Ne)				
	Elektronička ili ručna registracija (točno navesti):					
Uprava i prijam	Odvojene jedinice za prijam (muškarci, žene i maloljetnici)	Da/Ne				
Kontrolni sustavi	Postojanje video sustava	Da/Ne				
	ako Da	Unutarnji sustav (da / ne)				
		Vanjski sustav (da / ne)				
		integrirani (da / ne)				
	Video nadzor	Vrsta				
	Osmatračnice (ako postoje)	Broj				
	Kontrolni obilasci	Broj (dan/noć)				
Ograde	Vrsta					
Protupožarni sustav	Protupožarni sustav	Navedite vrstu protupožarnog sustava: vrstu protupožarnih aparata, sustava uzbunjivanja, protupožarne prskalice, itd.				
	Izlasci za slučaj nužde	Vrsta (protupožarne stube, izlazi u slučaju požara, itd.)				
	Strategija procjene opasnosti od požara (obučeno osoblje)	Broj				
6. Zdravstvena zaštita						
Jedinica zdravstvene zaštite	Postojanje jedinice zdravstvene zaštite unutar zatvora (da / ne)					
	Ako da, navedite vrstu jedinice zdravstvene zaštite					
Usluge zdravstvene zaštite dostupne unutar zatvora	Primarna	Broj pregleda na godinu				
	Stomatologija	Broj zahvata na godinu				
	Dermatologija	Broj liječenja na godinu				
		Vrsta				
	Liječenje ovisnosti o drogama/alkoholu	Psihijatrijska farmakoterapija (da/ne)				
		Liječenje metadonom (da/ne) Ako da, broj pacijenata koji se liječe metadonom				
	Manje operacije	Broj zahvata na godinu				
	Broj kreveta za stacionarno liječenje	Vrsta				
	Popunjenost	%				
	Druge vrste kreveta					
Prosječna duljina boravka	Broj dana					
Usluge zdravstvene zaštite dostupne izvan zatvora	Premještanje u druge objekte zdravstvene zaštite (da/ne)					
	Ako da, broj premještanja na godinu					
	Udaljenost od najbliže bolnice	Broj kilometara				
7. Sport i rekreacija						
Unutarnji sadržaji		m ² / vrsta				
Vanjski sadržaji		m ² / vrsta				
Pristup sportskim/rekreativnim sadržajima	Broj sati na dan prema kategoriji zatvorenika					
	Broj sati na tjedan prema kategoriji zatvorenika					
	Prostorije za dnevni boravak	Da/Ne Ako da: vrsta i broj				

8. Kuhinja						
Kuhinja	m2					
Kapacitet	Broj obroka na dan					
	Broj osoblja					
	% zatvorenika unutar osoblja					
Prostor za odlaganje	Prostor za odlaganje m2					
	Broj hladnjaka, vrsta i kapacitet					
	Postojanje rashladnih komora za povrće, dimljeno i obrađeno meso, mlijeko, mliječne proizvode i napitke					
Rukovanje hranom	Radne površine/stolovi za meso	Broj				
	Radne površine/stolovi za povrće	Broj				
	Radne površine/stolovi za ribu	Broj				
Kuhinjska oprema	Sudoperi: broj i vrsta					
	Kuhanje na struju (da/ne)					
	Kuhanje na plin (da/ne)					
	Ako da, navedite vrstu (plinska pećnica, pećnica na paru, itd.)					
	Friteze (da/ne)					
	Ako da, koliko					
	Ljuštilica za krumpir/mrkvu (da/ne)					
	Uređaj za rezanje kruha (da/ne)					
	Vaga za hranu (da/ne)					
	Hladnjaci: koliko					
	Kuhinjska kolica (da/ne)					
	Ako da, navedite broj:		kuhinjska kolica sa spremnikom za toplu vodu za serviranje hrane			
			kuhinjska kolica sa spremnikom za ohlađenu vodu za serviranje hrane			
			zatvorena kuhinjska kolica za raspodjelu hrane			
Perilice za suđe: broj i kapacitet po perilici						
Strojevi za čišćenje tvrdih površina (da/ne)						
9. Pronica rublja						
Objekti praonice	m2					
	Broj perilica za rublje i kapacitet po perilici					
	Broj sušilica i kapacitet po sušilici					
	Broj strojeva za glačanje					
	Broj kolica za čisto i prljavo rublje					
	Prostor za odlaganje i raspodjelu posteljine (da/ne)					
	Broj opranih/osušanih komada posteljine na tjedan					
Kapacitet:	Broj osoblja					
	% zatvorenika unutar osoblja					
10. Radne aktivnosti						
Radionice za zatvorenike	Broj i vrsta					
	Broj zatvorenika prisutnih u radionicama					
	Učestalost aktivnosti tjedno					
Proizvodnja s poljoprivrenog gospodarstva	Biljna proizvodnja (da/ne)					
	Ako da: vrsta, raznovrsnost i količina proizvodnje					
	Povrtnjak za prehranu zatvorenika (da/ne)					
	Ako da: vrsta i količina proizvodnje					
	Uzgoj životinja (da/ne)					
Ako da: vrsta i količina proizvodnje						
Pristup aktivnostima proizvodnje hrane		Broj zaposlenih zatvorenika				
Pristup vanjskim radnim aktivnostima (ugovor s vanjskim državnim ili privatnim tvrtkama)	Broj zaposlenih zatvorenika					
	Broj radnih sati i dana na tjedan i po zatvoreniku					
	Vrsta ugovora i naknade koju zatvorenik prima					
11. Obrazovne aktivnosti						
Pristup formalnom obrazovanju	Vrsta i razina ponuđenog obrazovanja (osnovno, srednje, više)					
	Zatvorska populacija koja zahtijeva obrazovne aktivnosti	% ukupne zatvorske populacije				
	Dostupne obrazovne aktivnosti	% ukupne zatvorske populacije				
Pristup drugim razinama strukovnog obrazovanja/tečajeva	Broj i vrsta izobrazbe/tečajeva					
	Zatvorska populacija koja zahtijeva strukovnu izobrazbu	% ukupne zatvorske populacije				
	Dostupna strukovna izobrazba	% ukupne zatvorske populacije				

12. Zbrinjavanje otpada						
Komunalni otpad	Opći otpad proizveden na mjesec od kojega:					
	Obrađeni otpad/odvojen na licu mjesta	Da/Ne				
	Ako da, navedite postupak obrade koji se primjenjuje					
	Obrađeni otpad izvan kaznenog tijela	Da/Ne				
	Ako da, navedite postupak obrade koji se primjenjuje					
Medicinski otpad (iz jedinice zdravstvene zaštite)	Medicinski otpad po kategorijama ^[1] (kg/tona proizvedeno na mjesec po kategoriji)					
	Otpad obrađen na samoj lokaciji	Da/Ne				
	Ako da, navedite postupak obrade koji se primjenjuje					
	Obrađeni otpad izvan kaznenog tijela	Da/Ne				
	Ako da, navedite postupak obrade koji se primjenjuje					
Druga vrsta otpada (tj. uzgoj životinja/poljoprivredne aktivnosti, radionice)	Otpad obrađen na samoj lokaciji	Da/Ne				
	Ako da, navedite postupak obrade koji se primjenjuje					
13. Financijski pokazatelji						
Financijska analiza	Dodjela sredstava iz Državnog proračuna na godinu					
	Vlastiti prihodi zatvora (navedite, ako postoji)					
	Ukupni troškovi po zatvoreniku na mjesec/godinu					
	Operativni troškovi zatvora na godinu (plaće, komunalne usluge, održavanje, itd.)					

[1] Kategorija otpada: Infektivni otpad, patološki otpad, farmaceutski otpad, kemijski otpad, oštri predmeti, spremnici pod tlakom

 Potrebno ispuniti prethodno prvaj isplati Zajma

 Potrebno ispuniti po završetku Projekta

F/P 1725(2010)

FRAMEWORK LOAN AGREEMENT BETWEEN REPUBLIC OF CROATIA AND COUNCIL OF EUROPE DEVELOPMENT BANK FOR THE PROJECT EXTENSION AND REHABILITATION OF THE ZAGREB PRISON

The REPUBLIC OF CROATIA, represented by the Ministry of Finance, (hereinafter called the Borrower), on the one hand,

and

The COUNCIL OF EUROPE DEVELOPMENT BANK, International Organisation, Paris

(hereinafter called the CEB), on the other hand,

- Having regard to the application submitted by the Member Government of the Republic of Croatia dated November 3rd, 2010,
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to CEB's Overall policy framework for loan and project financing (hereinafter, the *Loan Policy*), adopted by CEB Administrative Council's Resolution 1495 (2006), and subsequently amended by CEB Administrative Council's Resolutions 1522 (2009) and 1530 (2010),
- Having regard to CEB's Environmental Policy adopted by CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the *Environmental Policy*),
- Having regard to CEB's Procurement Guidelines adopted by CEB Administrative Council's on 21 September 2000 and subsequently amended on 27 October 2004 (hereinafter, the *Procurement Guidelines*),

- Having regard to CEB's Loan Regulations adopted by CEB Administrative Council's Resolution 1495 (2006) and subsequently amended by CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the *Loan Regulations*).

HAVE AGREED UPON THE FOLLOWING:

Definitions

“Allocation of a Tranche” (hereinafter also “Allocation” or “Allocated”) means the commitment of a Tranche by the Borrower to the 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 System (Trans-European Automated Real-time Gross Settlement Express Transfer System) is operating¹

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

“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 working day in Bruxelles 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 Agency” (*hereinafter called the PIA*) means the governmental department/agency who, by delegation of the Borrower, implements and manages the Project

“Project Implementing Unit” (*hereinafter called the PIU*) means the unit of project managers in charge, within the PIA, of the day-to-day implementation, physical and financial management and follow-up of 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 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

This 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 disbursement agreements (hereinafter the *Disbursement Agreements*).

¹ For currencies other than EURO: the definition of “Business Day” will be specified in the corresponding Disbursement Agreement.

Article 2. The Project

The CEB grants to the Borrower, who accepts, a loan (hereinafter *the Loan*) for the financing of F/P 1725 (2010) approved by CEB's Administrative Council on 18 November 2010 and concerning the partial financing of the extension and rehabilitation of the Zagreb Prison (hereinafter the *Project*).

The Loan is granted by the CEB in consideration of the commitment that the Borrower is making (i) to apply it solely to financing the Project as described in Appendix 1; and (ii) to carry out the Project under the conditions detailed in Appendix 1.

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 6 480 000

Six million four hundred eighty thousand euros

It shall be disbursed in Tranches.

For each Tranche, the amount, the interest rate, the currency, the disbursement date, the repayment period and each party's accounts for remittance, shall be determined jointly by the Borrower and the CEB.

A Disbursement Agreement 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 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 Disbursement Agreement for the first Tranche must occur within 12 months following the entry into force of the present Agreement, as defined under Article 15; As conditions precedent for the signature of the Disbursement Agreement for the first Tranche, the Borrower shall (i) provide evidence, to CEB's satisfaction, that a fully functional PIU has been established; and (ii) submit to CEB for approval a Procurement Plan in accordance with the requirements specified under Article 4.1.3.

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. Subsequent Tranches shall be calculated on the basis of the State of Progress of Works and – if deemed appropriate – of the Projected State of Progress of Works.

3.3. Closing Date

The Closing Date is 30 June 2014.

3.4. 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

The Tranches must be Allocated by the Borrower to the Project within twelve (12) months after each disbursement.

The amount not Allocated to the Project within such period must be repaid to the CEB, within thirty (30) days at the latest.

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 PIA. The PIA will establish and maintain within its structure an appropriately staffed and equipped PIU. Before the first disbursement, the PIU should be fully functional and adequately staffed in accordance with CEB's recommendations during appraisal. However, the responsibility to comply with all obligations under the Agreement remains with the Borrower.

4.1.2.1. Duty of care

The Borrower shall apply all care and diligence, and shall exercise all typically used means, in particular financial, technical, social, managerial and those concerning environmental protection, which shall be necessary 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 particular, it shall ensure — before the Project is implemented — that all the financing, land and real property rights which are necessary therefor are available and that all assets and plants are permanently insured and maintained.

In any case, financing by the CEB shall not exceed 50% 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 and (ii) consult with CEB regarding the official press releases about the Project. In any case, information given to the media, official notices, reports, brochures, billboards or publications shall display in an appropriate way the CEB logo.

4.1.2.4. Further undertakings

The Borrower shall undertake that:

- The implementation of the Project does not lead to a violation of the European Convention on Human Rights and of the European Social Charter;
- The Project complies with CEB's Environmental Policy. In particular, the Borrower shall undertake that the mitigation measures described in the Project's Environmental Management Plan (August 2010) elaborated by the Brodarski Institut are implemented.

4.1.3. Procurement

In accordance with CEB's Procurement Guidelines, procurement of goods, works and services under the Project shall be carried out as follows:

- Contracts below European Union (EU) thresholds² shall be procured in accordance with public procurement legislation in force in the Republic of Croatia.
- Contracts equal or above the EU thresholds shall be procured through international (open or restricted) procedures (requiring publication in the Official Journal of the EU ("OJEU")).

The Borrower shall submit to CEB for approval, as indicated under Article 3.2, a Procurement Plan setting forth:

- contracts for supplies, works, and/or services required to carry out the Project during the initial period of at least twelve (12) months;
- estimated cost of each contract;
- proposed procurement methods for each contract;
- estimated launching date of each tender.

After receiving the Procurement Plan, CEB will inform the Borrower on the related Bank review procedures for each contract envisaged under the Procurement Plan.

The Borrower shall update the Procurement Plan annually or as needed throughout the duration of the Project and submit any relevant update to CEB for approval. The Borrower shall implement the Procurement Plan in the manner in which it has been approved by CEB.

The Borrower shall promptly inform the CEB of any delay, cancellation or contestation and other changes in the scheduling of the procurement process which could significantly affect the timely and successful implementation of the Project and agree with the CEB on corrective measures.

CEB will not finance expenditures for goods, works and services which have not been procured in accordance with the above provisions. In such cases, CEB reserves the right to declare the corresponding contract ineligible for financing with the proceeds of the Loan. In addition, if at any time CEB determines that procurement under this Project is not compliant with the above provisions, it reserves the right to apply provisions of Articles 3.3, 3.5 and 3.6 of the Loan

² Thresholds set out in article 7 of European Parliament and Council Directive 2004/18/EC and article 16 of European Parliament and Council Directive 2004/17/EC, as modified from time to time.

Regulations, which may give rise to the suspension, cancellation or early reimbursement of the Loan.

4.1.4. Integrity

The Borrower warrants and undertakes that no person to the present knowledge of the PIA or the PIU has committed and that no person, with the consent of the PIA or PIU or its prior knowledge, will commit any such act, that is to say:

- (a) the offering, giving, receiving or soliciting of any improper advantage to influence the action of a person holding a public office or function or a director or employee of a public authority or public enterprise or a director or official of a public international organisation in connection with the procurement process or the implementation of the Project; or
- (b) any act which improperly influences or aims improperly to influence the procurement process or the implementation of the Project to the detriment of the Borrower, including, but not limited to, collusion between tenderers.

For this purpose, the knowledge of any member of the PIA or PIU shall be deemed the knowledge of PIA/PIU. The Borrower shall ensure that the PIA/PIU undertakes to inform the CEB if it should become aware of any fact or information suggestive of the commission of any such act.

The Borrower shall ensure that the PIA/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 with, or for the benefit of, any of the individuals or institutions named on updated lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267 (1999) and 1373 (2001) (www.un.org/terrorism) 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 financing of terrorism matters.

The Borrower shall ensure that the PIA/PIU undertakes:

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

Unless the Borrower shall otherwise specify in writing to CEB, the head of the PIA shall be responsible for contacts with CEB for the purposes of this Articles.

If at any time CEB determines that the Borrower has infringed the undertakings set forth under Article 4.1.4, it reserves the right to apply provisions of Articles 3.3, 3.5 and 3.6 of the Loan Regulations, which may give rise to the suspension, cancellation or early reimbursement of the Loan.

4.2. Information requirements

4.2.1. Information concerning the Project

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 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 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

At least once a year, from disbursement of the Loan until completion of the entire Project, the Borrower shall send to the CEB a monitoring report. The Borrower shall also send a monitoring report prior to any disbursement with the exception of the first Tranche. These reports must be deemed satisfactory by the CEB before any disbursements may be made.

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.

In any case, monitoring reports shall address:

- the state of Allocation of the disbursed Loan Tranches;
- the progress of the Project's financing and Procurement Plan;
- the progress of the Project itself, in terms of physical advancement and expenditures incurred;
- Project management details; and
- Technical indicators (as specified in Appendix 4)
- Implementation of the Environmental Management Plan

4.2.3. Project completion report

Upon physical completion of the entire Project, 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 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 for their monitoring missions, by facilitating any possible visits to the site of the Project. 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 Bruxelles), 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. Negative pledge and *Pari passu*

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 a case of default 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 authorized it to enter into the Agreement and have given the signatory(ies) the authorization 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 authorizations 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 Disbursement Agreements 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 contracting 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: Republic of Croatia
Ministry of Finance
Katanciceva 5
10000 Zagreb
Attention: Minister of Finance
Fax: + 385.1.49.22.598

For the CEB: Council of Europe Development Bank
55, Avenue Kléber
75116 Paris
France
Attention: Directorate General for Loans
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

Once signed by the Borrower and CEB, the Agreement shall enter into force on the date of receipt by CEB of notification through diplomatic channels by which the Republic of Croatia informs the Council of Europe Development Bank that the Parliament of the Republic of Croatia has ratified the Agreement.

Upon entry into force of the Agreement, and as a condition precedent to enter into the Disbursement Agreement for the First Tranche, the Borrower shall deliver a legal opinion in the English language 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.

Article 16. Originals of Agreement

The Agreement is drawn up in 2 originals, each of which is equally valid.

One original is kept by each of the contracting parties.

Zagreb	Paris
On 26/10/2011	On 4/11/2011
For The Republic of Croatia	For Council of Europe Development Bank
Martina Dalić	Imre Tarafás
Minister of Finance	Vice-Governor

LIST OF APPENDICES

APPENDIX 1	PROJECT DESCRIPTION
APPENDIX 2	DISBURSEMENT AGREEMENT (TEMPLATE)
APPENDIX 3	MONITORING REPORTS (TEMPLATE)
APPENDIX 4	TECHNICAL INDICATORS

APPENDIX 1

PROJECT DESCRIPTION

I.	F/P :	1725 (2010)
	Borrower:	Republic of Croatia
	Approval by the Administrative Council:	18 November 2010
	Amount approved:	EUR 6 480 000

II.	Intervention area(s):	Infrastructure of administrative and judicial public services
	Planned works:	Extension and rehabilitation of the Zagreb prison.
	Location:	Zagreb
	Estimated total eligible cost of the Project (net of VAT and other taxes):	EUR 13 100 000

Indicative cost breakdown:	<i>Uses</i>	EUR million	In % of total cost
	Studies, Supervision, PIU	1.6	12
	Construction costs for the extension	8.7	66
	Rehabilitation costs for the existing building	1.9	15
	Equipment and furniture	0.9	7
	TOTAL	13.1	100
Financing plan::	Expected financing plan for the Project: <ul style="list-style-type: none"> • CEB loan: 49.5 % • Borrower's own funds: 50.5 % 		
Progress of works at the time of Loan application:	Less than 40%		
Schedule of works:	2012-2013		
Anticipated Project Completion Date	31/12/2013		
Closing Date	30 June 2014		
Specific conditions	Prior to the first disbursement, the PIU should be fully functional and adequately staffed in accordance with CEB's recommendations during appraisal.		

III.	Criteria of eligibility: (by intervention area)	The Borrower shall comply with the eligibility criteria set out in CEB's Loan Policy. The Project is eligible under the following sector of action: "Infrastructure of administrative and judicial public services"
IV.	Technical indicators	As per Appendix 4.
V.	Social effects: (by intervention area)	The Project should contribute to improve the organisation and functioning of the country's administrative and judicial public services by expanding its prisoner care capacity and by implementing European Prison Rules' standards in prison infrastructure and prisoner care. About 930 prisoners/detainees are expected to benefit directly from refurbished and new facilities, with expected long-term positive impacts on the country at large.

APPENDIX 2

DISBURSEMENT AGREEMENT (TEMPLATE)

APPENDIX 2a

DISBURSEMENT AGREEMENT FOR A FIXED RATE LOAN (TEMPLATE)

F/P [number] –[number] Tranche

DISBURSEMENT AGREEMENT

To the Framework Loan Agreement dated [date]

Between

[Borrower's name]

(hereinafter called the “Borrower”)

And

THE COUNCIL OF EUROPE DEVELOPMENT BANK

(hereinafter called “CEB”)

The present *Disbursement Agreement* 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	[currency and amount]
Maturity	[number] -year final maturity with a [number] year grace period [or (number) -year bullet]
Fixed Interest Rate	[number percent] [net] 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. 3.4 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 Disbursement shall enter into force upon signature by the CEB and the Borrower.

[City, date]

[City, date]

For [Borrower’s name]

For the Council of Europe Development Bank

APPENDIX 2b

DISBURSEMENT AGREEMENT FOR A FLOATING RATE LOAN (TEMPLATE)

F/P [number] – [number] Tranche

DISBURSEMENT AGREEMENT

To the Framework Loan Agreement dated [date]

Between

[*Borrower's name*]

(hereinafter called the "Borrower")

And

THE COUNCIL OF EUROPE DEVELOPMENT BANK

(hereinafter called "CEB")

The present *Disbursement Agreement* 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	[<i>currency and amount</i>]
Maturity	[<i>number</i>] -year final maturity with a [<i>number</i>] years grace period [<i>or (number) –year bullet</i>]
Floating Interest Rate	EURIBOR 3 or 6 months plus or less [<i>number</i>] basis points per annum (Reuters [<i>reference</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	[<i>date</i>]
Payment Instructions (Borrower)	Account number [<i>number</i>] of [<i>name of Bank and city</i>]. SWIFT CODE : [<i>cipher</i>] via [<i>name correspondent bank and city</i>] SWIFT CODE : [<i>cipher</i>]
Payment Instructions (CEB)	As per Art. 3.4 of Framework Loan Agreement

[*Insert as appropriate*]

{*Text for EURIBOR base rate and amortising loan structure*}

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*]³ every year, and for the first time on [*date*]. [*list the repayment dates and the principal amount due for each date*]

{*Text for EURIBOR base rate and bullet structure*}

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*]⁴ every year, and for the first time on [*date*]. The principal will be repaid in one lump sum on [*date*].

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

³ mention 4 dates for quarterly payments and 2 dates for semi-annual payments

⁴ mention 4 dates for quarterly payments and 2 dates for semi-annual payments

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 Disbursement shall enter into force upon signature by the CEB and the Borrower.

[City, date]

[City, date]

For [Borrower's name]

For the Council of Europe Development Bank

APPENDIX 3

MONITORING REPORTS (TEMPLATE)

APPENDIX 3a - NARRATIVE REPORT

F/P 1725 (2010) Partial financing of the extension and rehabilitation of the Zagreb Prison Summary of Project Status	
Estimated Total Eligible Project Cost (net of VAT and other taxes): 13.1 MEUR Approved CEB Loan Amount: 6.48 MEUR Max. % participation: 50%	<i>Objectives:</i> The project aims at extending the Zagreb prison in order to alleviate the current overcrowding; at the same time it will entail the rehabilitation of the existing building which has not had any major refurbishment since its construction in 1987.
% Disbursed as of [date] Average disbursement % per year: %	<i>Disbursement History (end of period)</i> <i>(Attached Updated Disbursement information)</i> Current (period) MEUR Projected (period) MEUR
Other planned financing sources: The Borrower: 6.62 MEUR	<i>Disbursement History (end of period)</i> <i>(Attached Updated Disbursement information)</i> Current (period) MEUR Projected (period) MEUR
Effective Completion Date: Closing date: 30/06/2014 Years Under Implementation:	<i>Implementing Agency:</i> A Project Implementation Unit (PIU) was set up within this Directorate for the purpose of implementing the proposed project. A fully functional PIU with external experts in place according to CEB's recommendations is effective by [Date].

Summary of Project Status:			
The status of implementation to date is as follows:			
Location			
Scope			
Description of proposed works			
(b)	Project advancement:		
	Land acquisition and preparation		
	Studies and Design		
	Works		
	Revised schedule/plan for the next reporting period (or until project end)		
(c)	Project Cost and Financing:		
	Summary of Disbursement		
	Flow of Funds by Financing Source		
	Updated Summary of Expenditures occurred and paid		
	Future expenditures and total cost		
(d)	Achievements:		
	Results achieved		
	Deviations		
	Problems encountered		
(e)	Procurement activities		
	Procurement plan		
	Results of bids		
	Contracts execution		
(f)	Visibility		
	(i) CEB loan		
	<i>(Public announcements, construction site boards, media/newspaper articles: 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)</i>		
Project Specific Issues (if any)			
Staff issues (if any)			
Proposed Action Plan to solve issues (if any):			
	Action	Responsible	Expected to be taken by [date]

APPENDIX 3b

TABLE 1 - COSTS

COSTS
in HRK

COUNTRY: CROATIA

PROJECT: F/P 1725 (2010) - Extension and rehabilitation of the Zagreb Prison
(net of VAT and other taxes)

Date:

Description	Estimated Costs	Incurred Expenditure ^[1]			Future Expenditure ^[1]		TOTAL COST (C) = (A) + (B)	% SPENT	Modification Comments
		YEAR 1	YEAR 2	Total (A)	Until completion (B)	of which to be incurred in the current year			
I Annex Building	63.265.275								
II Reconstruction of Existing Building	14.097.095								
III Surveillance	3.219.300								
IV Equipment	6.827.689								
V Project Implementation Unit	6.842.243								
TOTAL	94.251.602								
Financing Sources									
CEB (50%)	47.125.801								
Government (50%)	47.125.801								

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

Note: According to the Feasibility Report for the Project, total Eligible costs of the Project amount to HRK 95.089.600 (EUR 13.075.229). This amount includes EUR 115.229 (net of taxes) paid out of the State Budget funds (in 2009-2010) for the preparation of the Project Studies. Costs for the Project Studies are not going to be refinanced with CEB funds.

APPENDIX 3c

TABLE 2A – PROCUREMENT PLAN

ESTIMATED PROCUREMENT PLAN as of

COUNTRY: CROATIA

PROJECT: F/P 1725 (2010) - Extension and rehabilitation of the Zagreb Prison

WORKS

1	2	3		4	5	6 [3]	7 [1]	8 [2]	9	10	11	12
Ref. No.	Contract description	Estimated cost (net of VAT)		Number of Lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Date of Launching Bid	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature	
		HRK	EUR									
	TOTAL WORKS	0	0									

SERVICES

1	2	3		4	5	6 [3]	7 [1]	8 [2]	9	10	11	12
Ref. No.	Description of Assignment	Estimated cost (net of VAT)		Number of lots	Selection Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Date of Launching Bid	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature	
		HRK	EUR									
	TOTAL SERVICES	0	0									

SUPPLIES

1	2	3		4	5	6 [3]	7 [1]	8 [2]	9	10	11	12
Ref. No.	Contract description	Estimated cost (net of VAT)		Number of lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Date of Launching Bid	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature	
		HRK	EUR									
	TOTAL SUPPLIES	0	0									

^[1] To be filled in only in the case of ICB Procurement Method. In the case of other Procurement Methods, please insert "N/A".

^[2] To be filled in by CEB

^[3] Acronyms to be used: ICB = International Competitive Bidding; LIB = Limited International Bidding; NCB = National Competitive Bidding; S = Shopping; DC = Direct Contracting; BOR = Borrower Own Resources; O = Open; R = Restricted

APPENDIX 3d

TABLE 2b – LIST OF AWARDED CONTRACTS

LIST OF AWARDED CONTRACTS

COUNTRY: CROATIA

PROJECT: F/P 1725 (2010) - Extension and rehabilitation of the Zagreb Prison
(net of VAT)

Date:

Contract description	Contract number	Contract date of signature	Awarded to (Contractor's Name)	Category of contracts [1]	Method of procurement [2]	Contract Amount		Fix price Y for yes N for non	Paid		Period of implementation		Date of Work Reception	Modification Comments
						in Original Currency	Ctv EUR [3]		in Original Currency	Ctv EUR [4]	Starting	Ending		

[1] Acronyms to be used: W for Works, G for Goods and S for services

[2] Acronyms to be used: ICBO = International Competitive Bidding Open; ICBR = International Competitive Bidding Restricted; NCBO = National Competitive Bidding Open; NCBR = National Competitive Bidding Restricted; S = Shopping; DC = Direct Contracting; BOR = Borrower Own Resources; O = Open; R = Restricted

[3] According to middle exchange rate of Croatian National Bank on the date of signature of contract

[4] According to middle exchange rate of Croatian National Bank on the date of payment

APPENDIX 3e

TABLE 3 – ACTIVITIES SHEDULE

ACTIVITIES SCHEDULE DIAGRAM

COUNTRY: CROATIA

PROJECT: F/P 1725 (2010) - Extension and rehabilitation of the Zagreb Prison

Date:

Activity Description	Schedule																												% PROGRESS	COMMENTS
	2008				2009				2010				2011				2012				2013									
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
Project Licences	Original Work Schedule																													
	Revised Work Schedule																													
Loan	Original Work Schedule																													
	Revised Work Schedule																													
Project Implementation Unit	Original Work Schedule																													
	Revised Work Schedule																													
Geomechanism	Original Work Schedule																													
	Revised Work Schedule																													
Environment Analysis	Original Work Schedule																													
	Revised Work Schedule																													
Construction Works	Original Work Schedule																													
	Revised Work Schedule																													
Supervision	Original Work Schedule																													
	Revised Work Schedule																													
Equipment Project	Original Work Schedule																													
	Revised Work Schedule																													
Equipment	Original Work Schedule																													
	Revised Work Schedule																													
Staff Employment	Original Work Schedule																													
	Revised Work Schedule																													
Re-Location of Prisoners	Original Work Schedule																													
	Revised Work Schedule																													

NB: Original Work schedule taken from the Feasibility Report attached to the Loan application.

APPENDIX 4

TECHNICAL INDICATORS

APPENDIX 4a - SECTOR INDICATORS

SECTOR INDICATORS

Appendix 4a

COUNTRY: CROATIA

Date:

PROJECT: FP 1725 (2010) - Extension and rehabilitation of the Zagreb Prison

INDICATOR	UNIT	Situation before project financing	Project target (if available)	Project Outcome	COMMENTS
1. Capacity					
Total prison population in penal institutions	Total number of prison population				
	Number of sentenced				
	Number of pre-trial detainees				
	Number of prisoners per 1000 inhabitants				
	% of prison population with drug addiction				
	% of prison population undergoing drug addiction treatment				
Number of prison facilities throughout the country					
Total occupancy rate throughout the penitentiary sector					
2. Type of prison regime					
Closed	Number of places				
	Occupancy rate				
Semi-open	Number of places				
	Occupancy rate				
Open	Number of places				
	Occupancy rate				
Custody	Number of places				
	Occupancy rate				
3. Gender and age groups					
Male	% of total prison population				
Female	% of total prison population				
Juveniles female	% of total prison population				
Juveniles male	% of total prison population				
4. Type of sentence					
Sentenced up to six months	% of total sentenced prison population				
Sentenced up to one year	% of total sentenced prison population				
Sentenced more than one year but less than five	% of total sentenced prison population				
Sentenced five or more	% of total sentenced prison population				
Long term imprisonment	% of total sentenced prison population				
Recidivists	% of total sentenced prison population				
5. Type of crime					
Crimes against public order	% of total prison population				
Crimes against property	% of total prison population				
Crimes against life and body	% of total prison population				
Crimes against public finances, payment operations and the economy	% of total prison population				
6. Human resources					
Staff	Ratio Custodial Staff / Prisoner				
	Ratio Doctor / Prisoner				
	Ratio Medical Support Staff / Prisoner				
	Ratio Educators and Social Assistants / Prisoner				
	Ratio Psychologists / Prisoner				
7. Healthcare Expenditure					
Total Healthcare Expenditure	Per prisoner				
Prevalent disease	Deseases with highest incidence:				
	Type and percentage of population				
8. Financial Indicators					
Financial Analysis	State budget allocation per year to the penitentiary sector (breakdown per administrative area)				
	Total average expenditure per inmate in the last five years				

To be filled in before first loan disbursement

To be filled in at project completion

APPENDIX 4b – PROJECT INDICATORS

PROJECT PERFORMANCE

Appendix 4b

COUNTRY: CROATIA

Date:

PROJECT: F/P 1725 (2010) - Extension and rehabilitation of the Zagreb Prison


INDICATOR	UNIT	Situation before the project financing	Project target	Project Outcome	COMMENTS
1. Capacity					
Cells	Single Accomodation	Number Size (usable surface)			
	Multi Occupancy	Please enter the number of Multi-occupancy cells			
		Please enter the different capacity of multi occupancy cells			
		Size (usable surface)			
	Pre-trial	Number			
	Isolation	Number			
	Prisoner occupancy rate	%			
Visitors' regime	Family Visits	Please specify the type of space and frequency of visits			
	Conjugal Visits	Please specify the type of space and frequency of visits			
	Legal Counseling Visits	Please specify the type of space and frequency of visits			
2. Type of prison regime					
Closed	Number of places				
	Occupancy rate				
Semi-open	Number of places				
	Occupancy rate				
Open	Number of places				
	Occupancy rate				
Custody	Number of places				
	Occupancy rate				
3. Accomodation					
Type of sanitary facility	wash basin	Yes/No			
	toilet	Yes/No			
	shower	Yes/No			
	if common shower outside cell	number of shower per floor			
		number of inmates per shower			
	number of shower per week				
Ventilation	Type				
Heating system	Type				
Lightning	Type				
Windows	Number per cell				
	Size				
Provision of bed linen and covers by the Prison administration	Yes	If yes, how often			
	Non				
Type of furniture per cell	Fixed	Please specify type			
	Mobile	Please specify type			
	Space for storing and ranging personal belongings	Size and type			
Communication systems	Cell intercom	Yes			
		No			
4. Human Resources					
Staff prison	Administrative	Number			
	Security	Number			
	Educators	Number			
	Pedagogues	Number			
	Maintenance/Technician	Number			
	Other (kitchen, laundry)	Number			
		Pls specify the outsourcing or temporary employed (if any)			
Medical Staff	Doctors	Number			
		Full-time			
		Part-time			
		Demand-driven basis			
	Nurse	Number			
		Full-time			
		Part-time			
		Demand-driven basis			
	Assistant Nurses	Number			
		Full-time			
		Part-time			
		Demand-driven basis			
Psychologists	Number				
	Full-time				
	Part-time				
	Demand-driven basis				


5. Safety and Security						
Gatehouse	Common Entrance (Yes / No)					
	Type of Control mechanism	Scanning system (Yes / No)				
		Metal detector (Yes / No)				
	Separate Entrances:					
	Entrance for Prisoners (Yes / No)					
	Type of Control mechanism	Scanning system (Yes / No)				
		Metal detector (Yes / No)				
	Entrance for Personnel (Yes / No)					
	Type of Control mechanism	Scanning system (Yes / No)				
		Metal detector (Yes / No)				
Entrance for Visitors (Yes / No)						
Type of Control mechanism	Scanning system (Yes / No)					
	Metal detector (Yes / No)					
Administration and Admission						
Electronic or Manual Registration (please specify):						
Separate admission units (Men, Women and Juveniles)	Yes / No					
Control systems						
Existence of video systems	Yes / No					
	if Yes	Inner circuit (yes / No)				
		Outer circuit (Yes / No)				
		integrated (Yes / No)				
	Video circuit	Type				
	Watchtowers (if any)	Number				
	Control rounds	Number (day/night)				
Fencing	Type					
Fire protection system						
Fire security system	Please specify the type of fire security system: type of extinguishers, alarm system, sprinklers, etc.					
	Fire circuits	Type (Fire stairways, fire exits, ect.)				
	Fire hazard strategy (Staff trained)	Number				
6. Health care						
Health care facility						
Existence of health care unit within the prison (Yes / No)						
If Yes, specify type of health care facility						
Health care services provided inside the prison						
Primary	Number of check-ups per year					
Stomatology	Number of interventions per year					
Dermatology	Number of treatments per year					
	Type					
Drug/Alcohol addiction treatment	Provision of psychiatric drugs (Yes / No)					
	Methadon treatment (Yes/No)					
	If yes, number of patients receiving the methadon treatment					
Minor Surgery	Number of interventions per year					
	Type					
Number of acute care beds						
Bed occupancy rate		%				
Other type of beds						
Average length of stay		Number of days				
Health care services provided outside the prison						
Transfers to other health care facilities (Yes /No)						
If yes, number of transfers per year						
Distance to nearest hospital		Number of kms				
7. Sport & Recreation						
In-door facilities		m2/ type				
Out-door facilities		m2/ type				
Access to sport/recreation						
Number of hours per day per prisoners' category						
Number of hours per week per prisoners' category						
Common activity rooms		Yes/No				
		If yes: type and number				

8. Kitchen facility						
Kitchen facilities	m2					
Capacity	Number of meals per day					
	Number of staff					
	% Inmates within the staff					
Storage	Storage space m2					
	Number of refrigerators, type and capacity					
	Existence of cold rooms for vegetable, meat smoked and cured meat, milk, milk products and beverages					
Food handling	Worktops/tables for meats	Number				
	Worktops/tables for vegetables	Number				
	Worktops/tables for fish	Number				
Kitchen equipment	Sinks: number and type					
	Electric cooking (Yes/No)					
	Gas cooking (Yes/No)					
	If yes, specify type (gas convection, steam oven, etc.)					
	Friers (yes/no)					
	If yes, how many					
	Potato/carrot peeler (yes/no)					
	Bread slicing machine (Yes/no)					
	Food scale (Yes/No)					
	Refrigerators: how many					
	Kitchen carts (Yes/No)					
	If yes, specify number:	kitchen cart with warm water tank for food portioning				
		kitchen cart with cooled water tank for food portioning				
closed kitchen cart for food distribution						
Dishwashers: number and capacity per dishwasher						
Hard surface cleaners (Yes/No)						
9. Laundry						
Laundry facilities	m2					
	Number of washing machines and capacity per washing machine					
	Number of dry machines and capacity per dry machine					
	Number of ironing machines					
	Number of trolleys for clean and dirty					
	Storage and ranging space for linen (Yes/No)					
Capacity	Number of washed/dried units of bed clothes per week					
	Number of staff					
	% Inmates within the staff					
10. Working activities						
Workshops	Number and type					
	Number of inmates attending the workshops					
	Frequency of activities per week					
Farm Production	Crop production (Yes/No)					
	If yes: type, extension and quantity of production					
	Vegetable garden for prison consumption (Yes/No)					
	If yes: type and quantity of production					
	Animal farming (Yes/No)					
If yes: type and quantity of production						
Access to food production activities	Number of inmates working					
Access to outsourced working activities (agreement with external public or private firms)	Number of inmates working					
	Number of working hours and days per week and per inmate					
	Type of contract and remuneration perceived per inmate					
11. Education activities						
Access to formal education	Type and level of education offered (primary, secondary, higher)					
	Prison population requesting education activities	% of the total prison population				
	Education activities provided	% of the total prison population				
Access to other levels of vocational trainings/courses	Number and types of trainings/courses					
	Prison population requesting vocational training	% of the total prison population				
	Vocational training provided	% of the total prison population				

12. Waste treatment						
Communal Waste	Generated Waste produced per month of which:					
	Waste Processed/selected on site	Yes/No				
	If yes, specify treatment procedure applied					
	Waste Externally Processed	Yes/No				
	If yes, specify treatment procedure utilised					
Medical Waste (from the Health care section)	Medical waste per category ^[1] (kg/tones produced per month per category)					
	Waste Processed on site	Yes/No				
	If yes, Specify treatment procedure applied					
	Waste Externally Processed	Yes/No				
	If yes, Specify treatment procedure applied					
Other type of waste (i.e farming/agriculture activities, workshops)	Waste Processed on site	Yes/No				
	If yes, Specify treatment procedure applied					
13. Financial Indicators						
Financial Analysis	State budget allocation per year					
	Prison own incomes (specify,if any)					
	Total expenditure per capita per month/year					
	Prison operational costs per year (salaries, utilities, maintenance, etc.)					

[1] Category of waste: Infectious waste, Pathological waste, Pharmaceutical waste, Chemical waste, Sharps, Pressurised containers

 To be filled in before first loan disbursement

 To be filled in at project completion

Članak 3.

Financijske obveze koje nastaju za Republiku Hrvatsku kao zajmoprimca na temelju Okvirnog ugovora iz članka 1. ovoga Zakona planiraju se i podmiruju u okviru proračunskih sredstava u skladu s odredbama propisa o izvršavanju državnih proračuna Republike Hrvatske za godine 2012. do 2014., odnosno prema planovima otplate do konačne otplate zajma.

Članak 4.

Provedba ovoga Zakona u djelokrugu je središnjih tijela državne uprave nadležnih za poslove financija i pravosuđa.

Članak 5.

Okvirni ugovor iz članka 1. ovog Zakona stupa na snagu na datum na koji CEB primi obavijest diplomatskim putem kojom Republika Hrvatska obavještava Razvojnu banku Vijeća Europe da je Hrvatski sabor potvrdio ovaj Ugovor.

Članak 6.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u Narodnim novinama.

OBRAZLOŽENJE

Članak 1.

U članku 1. Zakona propisuje se potvrđivanje Okvirnog ugovora o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu koji je u ime Republike Hrvatske potpisala ministrica financija u Zagrebu 26. listopada 2011. godine, a u ime Razvojne banke Vijeća Europe zamjenik guvernera u Parizu 4. studenog 2011. godine, u izvorniku na engleskom jeziku.

Članak 2.

Sadržava tekst Okvirnog ugovora o zajmu broj F/P 1725 (2010) između Republike Hrvatske i Razvojne banke Vijeća Europe za Projekt dogradnje i obnove Zatvora u Zagrebu u izvorniku na engleskom jeziku i prijevodu na hrvatskom jeziku.

Članak 3.

Sadrži odredbe o financijskim obvezama koje nastaju za Republiku Hrvatsku kao zajmoprimca na temelju Okvirnog ugovora iz članka 1. ovoga Zakona, planiranju i podmirivanju preuzetih obveza u okviru proračunskih sredstava u skladu s odredbama propisa o izvršavanju Državnih proračuna Republike Hrvatske za godine od 2012. do 2014. godine prema planovima otplate do konačne otplate zajma.

Članak 4.

Propisuje provedbu ovog Zakona u djelokrugu središnjih tijela državne uprave nadležnih za poslove financija i pravosuđa.

Članak 5.

Propisuje stupanje na snagu Okvirnog ugovora koji se potvrđuje ovim Zakonom.

Članak 6.

Propisuje stupanje na snagu ovog Zakona.

**PRILOG – PRESLIKA TEKSTA OKVIRNOG UGOVORA O ZAJMU BROJ F/P 1725
(2010) IZMEĐU REPUBLIKE HRVATSKE I RAZVOJNE BANKE VIJEĆA EUROPE
ZA PROJEKT DOGRADNJE I OBNOVE ZATVORA U ZAGREBU U IZVORNIKU
NA ENGLISKOM JEZIKU**

FRAMEWORK LOAN AGREEMENT

between

REPUBLIC OF CROATIA

and

COUNCIL OF EUROPE DEVELOPMENT BANK

for the Project
Extension and rehabilitation of the Zagreb Prison

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The **REPUBLIC OF CROATIA**, represented by the Ministry of Finance, (hereinafter called the Borrower), on the one hand,

and

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

- Having regard to the application submitted by the Member Government of the Republic of Croatia dated November 3rd, 2010,
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to CEB's Overall policy framework for loan and project financing (hereinafter, the **Loan Policy**), adopted by CEB Administrative Council's Resolution 1495 (2006), and subsequently amended by CEB Administrative Council's Resolutions 1522 (2009) and 1530 (2010),
- Having regard to CEB's Environmental Policy adopted by CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the **Environmental Policy**),
- Having regard to CEB's Procurement Guidelines adopted by CEB Administrative Council's on 21 September 2000 and subsequently amended on 27 October 2004 (hereinafter, the **Procurement Guidelines**),
- Having regard to CEB's Loan Regulations adopted by CEB Administrative Council's Resolution 1495 (2006) and subsequently amended by CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the **Loan Regulations**).

HAVE AGREED UPON THE FOLLOWING:



Definitions

“Allocation of a Tranche” (hereinafter also **“Allocation”** or **“Allocated”**) means the commitment of a Tranche by the Borrower to the 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 System (Trans-European Automated Real-time Gross Settlement Express Transfer System) is operating¹

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

“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 working 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 Agency” (*hereinafter called the PIA*) means the governmental department/agency who, by delegation of the Borrower, implements and manages the Project

“Project Implementing Unit” (*hereinafter called the PIU*) means the unit of project managers in charge, within the PIA, of the day-to-day implementation, physical and financial management and follow-up of 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 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

¹ For currencies other than EURO: the definition of “Business Day” will be specified in the corresponding Disbursement Agreement.

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Article 1. Conditions

This 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 disbursement agreements (hereinafter the *Disbursement Agreements*).

Article 2. The Project

The CEB grants to the Borrower, who accepts, a loan (hereinafter *the Loan*) for the financing of F/P 1725 (2010) approved by CEB's Administrative Council on 18 November 2010 and concerning the partial financing of the extension and rehabilitation of the Zagreb Prison (hereinafter the *Project*).

The Loan is granted by the CEB in consideration of the commitment that the Borrower is making (i) to apply it solely to financing the Project as described in Appendix 1; and (ii) to carry out the Project under the conditions detailed in Appendix 1.

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 6 480 000

Six million four hundred eighty thousand euros

It shall be disbursed in Tranches.

For each Tranche, the amount, the interest rate, the currency, the disbursement date, the repayment period and each party's accounts for remittance, shall be determined jointly by the Borrower and the CEB.

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

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3.2. Disbursement

The CEB shall disburse the Loan in a minimum of two 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 Disbursement Agreement for the first Tranche must occur within 12 months following the entry into force of the present Agreement, as defined under Article 15; As conditions precedent for the signature of the Disbursement Agreement for the first Tranche, the Borrower shall (i) provide evidence, to CEB's satisfaction, that a fully functional PIU has been established; and (ii) submit to CEB for approval a Procurement Plan in accordance with the requirements specified under Article 4.1.3.

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. Subsequent Tranches shall be calculated on the basis of the State of Progress of Works and – if deemed appropriate – of the Projected State of Progress of Works.

3.3. Closing Date

The Closing Date is 30 June 2014.

3.4. 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

The Tranches must be Allocated by the Borrower to the Project within twelve (12) months after each disbursement.

The amount not Allocated to the Project within such period must be repaid to the CEB, within thirty (30) days at the latest.



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 PIA. The PIA will establish and maintain within its structure an appropriately staffed and equipped PIU. Before the first disbursement, the PIU should be fully functional and adequately staffed in accordance with CEB's recommendations during appraisal. However, the responsibility to comply with all obligations under the Agreement remains with the Borrower.

4.1.2.1. Duty of care

The Borrower shall apply all care and diligence, and shall exercise all typically used means, in particular financial, technical, social, managerial and those concerning environmental protection, which shall be necessary 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 particular, it shall ensure — before the Project is implemented — that all the financing, land and real property rights which are necessary therefor are available and that all assets and plants are permanently insured and maintained.

In any case, financing by the CEB shall not exceed 50% 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 and (ii) consult with CEB regarding the official press releases about the Project. In any case, information given to the media, official notices, reports, brochures, billboards or publications shall display in an appropriate way the CEB logo.

Handwritten initials or marks at the bottom left of the page.

4.1.2.4. Further undertakings

The Borrower shall undertake that:

- The implementation of the Project does not lead to a violation of the European Convention on Human Rights and of the European Social Charter;
- The Project complies with CEB's Environmental Policy. In particular, the Borrower shall undertake that the mitigation measures described in the Project's Environmental Management Plan (August 2010) elaborated by the Brodarski Institut are implemented.

4.1.3. Procurement

In accordance with CEB's Procurement Guidelines, procurement of goods, works and services under the Project shall be carried out as follows:

- Contracts below European Union (EU) thresholds² shall be procured in accordance with public procurement legislation in force in the Republic of Croatia.
- Contracts equal or above the EU thresholds shall be procured through international (open or restricted) procedures (requiring publication in the Official Journal of the EU ("OJEU")).

The Borrower shall submit to CEB for approval, as indicated under Article 3.2, a Procurement Plan setting forth:

- contracts for supplies, works, and/or services required to carry out the Project during the initial period of at least twelve (12) months;
- estimated cost of each contract;
- proposed procurement methods for each contract;
- estimated launching date of each tender.

After receiving the Procurement Plan, CEB will inform the Borrower on the related Bank review procedures for each contract envisaged under the Procurement Plan.

The Borrower shall update the Procurement Plan annually or as needed throughout the duration of the Project and submit any relevant update to CEB for approval. The Borrower shall implement the Procurement Plan in the manner in which it has been approved by CEB.

The Borrower shall promptly inform the CEB of any delay, cancellation or contestation and other changes in the scheduling of the procurement process which could significantly affect the timely and successful implementation of the Project and agree with the CEB on corrective measures.

CEB will not finance expenditures for goods, works and services which have not been procured in accordance with the above provisions. In such cases, CEB reserves the right to declare the corresponding contract ineligible for financing with the proceeds of the Loan. In

² Thresholds set out in article 7 of European Parliament and Council Directive 2004/18/EC and article 16 of European Parliament and Council Directive 2004/17/EC, as modified from time to time.

addition, if at any time CEB determines that procurement under this Project is not compliant with the above provisions, it reserves the right to apply provisions of Articles 3.3, 3.5 and 3.6 of the Loan Regulations, which may give rise to the suspension, cancellation or early reimbursement of the Loan.

4.1.4. Integrity

The Borrower warrants and undertakes that no person to the present knowledge of the PIA or the PIU has committed and that no person, with the consent of the PIA or PIU or its prior knowledge, will commit any such act, that is to say:

- (a) the offering, giving, receiving or soliciting of any improper advantage to influence the action of a person holding a public office or function or a director or employee of a public authority or public enterprise or a director or official of a public international organisation in connection with the procurement process or the implementation of the Project; or
- (b) any act which improperly influences or aims improperly to influence the procurement process or the implementation of the Project to the detriment of the Borrower, including, but not limited to, collusion between tenderers.

For this purpose, the knowledge of any member of the PIA or PIU shall be deemed the knowledge of PIA/PIU. The Borrower shall ensure that the PIA/PIU undertakes to inform the CEB if it should become aware of any fact or information suggestive of the commission of any such act.

The Borrower shall ensure that the PIA/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 with, or for the benefit of, any of the individuals or institutions named on updated lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267 (1999) and 1373 (2001) (www.un.org/terrorism) 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 financing of terrorism matters.

The Borrower shall ensure that the PIA/PIU undertakes:

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

Unless the Borrower shall otherwise specify in writing to CEB, the head of the PIA shall be responsible for contacts with CEB for the purposes of this Articles.

If at any time CEB determines that the Borrower has infringed the undertakings set forth under Article 4.1.4, it reserves the right to apply provisions of Articles 3.3, 3.5 and 3.6 of the Loan Regulations, which may give rise to the suspension, cancellation or early reimbursement of the Loan.

4.2. Information requirements

4.2.1. Information concerning the Project

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 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 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

At least once a year, from disbursement of the Loan until completion of the entire Project, the Borrower shall send to the CEB a monitoring report. The Borrower shall also send a monitoring report prior to any disbursement with the exception of the first Tranche. These reports must be deemed satisfactory by the CEB before any disbursements may be made.

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.

In any case, monitoring reports shall address:

- the state of Allocation of the disbursed Loan Tranches;
- the progress of the Project's financing and Procurement Plan;
- the progress of the Project itself, in terms of physical advancement and expenditures incurred;
- Project management details; and
- Technical indicators (as specified in Appendix 4)
- Implementation of the Environmental Management Plan

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4.2.3. Project completion report

Upon physical completion of the entire Project, 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 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 for their monitoring missions, by facilitating any possible visits to the site of the Project. 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.

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Article 8. Negative pledge and *Pari passu*

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 a case of default 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 authorized it to enter into the Agreement and have given the signatory(ies) the authorization 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 authorizations 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.

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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 Disbursement Agreements 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 contracting 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:

Republic of Croatia
Ministry of Finance
Katanciceva 5
10000 Zagreb

Attention: Minister of Finance

Fax: 385.1.49.22.598



For the CEB:

Council of Europe Development Bank
55 Avenue Kléber
75116 Paris
France

Attention: Directorate General for Loans

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

Once signed by the Borrower and CEB, the Agreement shall enter into force on the date of receipt by CEB of notification through diplomatic channels by which the Republic of Croatia informs the Council of Europe Development Bank that the Parliament of the Republic of Croatia has ratified the Agreement.

Upon entry into force of the Agreement, and as a condition precedent to enter into the Disbursement Agreement for the First Tranche, the Borrower shall deliver a legal opinion in the English language 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.

Article 16. Originals of Agreement

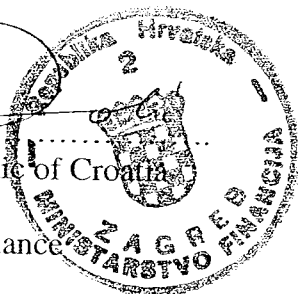
The Agreement is drawn up in 2 originals, each of which is equally valid.

One original is kept by each of the contracting parties.

Zagreb
On 26/10/2011

Paris
On 4 Nov 2011

.....
For the Republic of Croatia
Martina Dalić
Minister of Finance



.....
For the CEB

Imre Tarafás
Vice-Governor

LIST OF APPENDICES

APPENDIX 1	PROJECT DESCRIPTION
APPENDIX 2	DISBURSEMENT AGREEMENT (TEMPLATE)
APPENDIX 3	MONITORING REPORTS (TEMPLATE)
APPENDIX 4	TECHNICAL INDICATORS

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Appendix I

Project Description

I.	F/P :	1725 (2010)		
	Borrower:	Republic of Croatia		
	Approval by the Administrative Council:	18 November 2010		
	Amount approved:	EUR 6 480 000		
II.	Intervention area(s):	Infrastructure of administrative and judicial public services		
	Planned works:	Extension and rehabilitation of the Zagreb prison.		
	Location:	Zagreb		
	Estimated total eligible cost of the Project (net of VAT and other taxes):	EUR 13 100 000		
	Indicative cost breakdown:	<i>Uses</i>	EUR million	In % of total cost
		Studies, Supervision, PIU	1.6	12
		Construction costs for the extension	8.7	66
		Rehabilitation costs for the existing building	1.9	15
		Equipment and furniture	0.9	7
		TOTAL	13.1	100
	Financing plan::	Expected financing plan for the Project: <ul style="list-style-type: none"> • CEB loan: 49.5 % • Borrower's own funds: 50.5 % 		
	Progress of works at the time of Loan application:	Less than 40%		
	Schedule of works:	2012-2013		
	Anticipated Project Completion Date	31/12/2013		
	Closing Date	30 June 2014		
	Specific conditions	Prior to the first disbursement, the PIU should be fully functional and adequately staffed in accordance with CEB's recommendations during appraisal.		
III.	Criteria of eligibility: (by intervention area)	<p>The Borrower shall comply with the eligibility criteria set out in CEB's Loan Policy.</p> <p>The Project is eligible under the following sector of action: "Infrastructure of administrative and judicial public services"</p>		
IV.	Technical indicators	As per Appendix 4.		
V.	Social effects: (by intervention area)	<p>The Project should contribute to improve the organisation and functioning of the country's administrative and judicial public services by expanding its prisoner care capacity and by implementing European Prison Rules' standards in prison infrastructure and prisoner care. About 930 prisoners/detainees are expected to benefit directly from refurbished and new facilities, with expected long-term positive impacts on the country at large.</p>		

Appendix 2a

DISBURSEMENT AGREEMENT FOR A FIXED RATE LOAN (TEMPLATE)

F/P [number] –[number] Tranche

DISBURSEMENT AGREEMENT

To the Framework Loan Agreement dated [date]

Between

[Borrower's name]
(hereinafter called the "Borrower")

And

THE COUNCIL OF EUROPE DEVELOPMENT BANK
(hereinafter called "CEB")

The present *Disbursement Agreement* 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	[currency and amount]
Maturity	[number] -year final maturity with a [number] year grace period [or (number) -year bullet]
Fixed Interest Rate	[number percent] [net] 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. 3.4 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 Disbursement shall enter into force upon signature by the CEB and the Borrower.

[City, date]
For [Borrower's name]

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



Appendix 2b

DISBURSEMENT AGREEMENT FOR A FLOATING RATE LOAN (TEMPLATE)

F/P [number] – [number] Tranche

DISBURSEMENT AGREEMENT

To the Framework Loan Agreement dated [date]

Between

[Borrower's name]
(hereinafter called the "Borrower")

And

THE COUNCIL OF EUROPE DEVELOPMENT BANK
(hereinafter called "CEB")

The present *Disbursement Agreement* 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	[currency and amount]
Maturity	[number] -year final maturity with a [number] years grace period [or (number) -year bullet]
Floating Interest Rate	EURIBOR 3 or 6 months plus or less [number] basis points per annum (Reuters [reference])
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

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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. 3.4 of Framework Loan Agreement

[Insert as appropriate]

{Text for EURIBOR base rate and amortising loan structure

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]³ every year, and for the first time on [date]. ***[list the repayment dates and the principal amount due for each date]***

{Text for EURIBOR base rate and bullet structure

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]⁴ every year, and for the first time on [date]. The principal will be repaid in one lump sum on [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 Disbursement shall enter into force upon signature by the CEB and the Borrower.

[City, date]
For [Borrower's name]

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

³ mention 4 dates for quarterly payments and 2 dates for semi-annual payments
⁴ mention 4 dates for quarterly payments and 2 dates for semi-annual payments

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Narrative Monitoring Report

F/P 1725 (2010) Partial financing of the extension and rehabilitation of the Zagreb Prison Summary of Project Status	
Estimated Total Eligible Project Cost (net of VAT and other taxes): 13.1 MEUR Approved CEB Loan Amount: 6.48 MEUR Max. % participation: 50%	Objectives: The project aims at extending the Zagreb prison in order to alleviate the current overcrowding; at the same time it will entail the rehabilitation of the existing building which has not had any major refurbishment since its construction in 1987.
% Disbursed as of [date] Average disbursement % per year: %	Disbursement History (end of period) <i>(Attached Updated Disbursement information)</i> Current (period) <i>MEUR</i> Projected (period) <i>MEUR</i>
Other planned financing sources: The Borrower: 6.62 MEUR	Disbursement History (end of period) <i>(Attached Updated Disbursement information)</i> Current (period) <i>MEUR</i> Projected (period) <i>MEUR</i>
Effective Completion Date: Closing date: 30/06/2014 Years Under Implementation:	Implementing Agency: A Project Implementation Unit (PIU) was set up within this Directorate for the purpose of implementing the proposed project. A fully functional PIU with external experts in place according to CEB's recommendations is effective by [Date].

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Summary of Project Status:

The status of implementation to date is as follows:

- Location
- Scope
- Description of proposed works

(b) Project advancement:

- Land acquisition and preparation
- Studies and Design
- Works
- Revised schedule/plan for the next reporting period (or until project end)

(c) Project Cost and Financing:

- Summary of Disbursement
- Flow of Funds by Financing Source
- Updated Summary of Expenditures occurred and paid
- Future expenditures and total cost

(d) Achievements:

- Results achieved
- Deviations
- Problems encountered

(e) Procurement activities

- Procurement plan
- Results of bids
- Contracts execution

(f) Visibility

(i) CEB loan

(Public announcements, construction site boards, media/newspaper articles: 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 Issues (if any)

Staff issues (if any)

Proposed Action Plan to solve issues (if any):

Action	Responsible	Expected to be taken by [date]

COSTS
in HRK

COUNTRY: CROATIA

PROJECT: F/P 1725 (2010) - Extension and rehabilitation of the Zagreb Prison
(net of VAT and other taxes)

Date:

Description	Estimated Costs	Incurred Expenditure ^[1]			Future Expenditure ^[1]		TOTAL COST (C) = (A) + (B)	% SPENT	Modification Comments
		YEAR 1	YEAR 2	Total (A)	Until completion (B)	of which to be incurred in the current year			
I Annex Building	63,265,275								
II Reconstruction of Existing Building	74,097,095								
III Surveillance	3,219,300								
IV Equipment	6,827,689								
V Project Implementation Unit	6,842,243								
TOTAL	94,251,602								

Financing Sources

CEB (50%)	47,125,801								
Government (50%)	47,125,801								

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

Note: According to the Feasibility Report for the Project, total Eligible costs of the Project amount to HRK 95.089.600 (EUR 13.075.229). This amount includes EUR 115.229 (net of taxes) paid out of the State Budget funds (in 2009-2010) for the preparation of the Project Studies. Costs for the Project Studies are not going to be refinanced with CEB funds.

ESTIMATED PROCUREMENT PLAN as of

COUNTRY: CROATIA

PROJECT: F/P 1725 (2010) - Extension and rehabilitation of the Zagreb Prison

WORKS

1	2	3	4		5	6 [3]	7 [1]	8 [2]	9	10	11	12	
			Estimated cost (net of VAT)	EUR									
Ref. No.	Contract description	HRK	EUR		Number of Lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Date of Launching Bid	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature	
TOTAL WORKS												0	0

SERVICES

1	2	3	4		5	6 [3]	7 [1]	8 [2]	9	10	11	12	
			Estimated cost (net of VAT)	EUR									
Ref. No.	Description of Assignment	HRK	EUR		Number of lots	Selection Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Date of Launching Bid	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature	
TOTAL SERVICES												0	0

SUPPLIES

1	2	3	4		5	6 [3]	7 [1]	8 [2]	9	10	11	12	
			Estimated cost (net of VAT)	EUR									
Ref. No.	Contract description	HRK	EUR		Number of lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Date of Launching Bid	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature	
TOTAL SUPPLIES												0	0

[1] To be filled in only in the case of ICB Procurement Method. In the case of other Procurement Methods, please insert "N/A".

[2]: To be filled in by CEB

[3] Acronyms to be used: ICB = International Competitive Bidding; LIB = Limited International Bidding; NCB = National Competitive Bidding; S = Shopping; DC = Direct Contracting; BOR = Borrower Own Resources; O = Open; R = Restricted

SECTOR INDICATORS

Appendix 4a

COUNTRY: CROATIA

Date:

PROJECT: F/P 1725 (2010) - Extension and rehabilitation of the Zagreb Prison

INDICATOR	UNIT	Situation before project financing	Project target (if available)	Project Outcome	COMMENTS
1. Capacity					
Total prison population in penal institutions	Total number of prison population				
	Number of sentenced				
	Number of pre-trial detainees				
	Number of prisoners per 1000 inhabitants				
	% of prison population with drug addiction				
	% of prison population undergoing drug addiction treatment				
Number of prison facilities throughout the country					
Total occupancy rate throughout the penitentiary sector					
2. Type of prison regime					
Closed	Number of places				
	Occupancy rate				
Semi-open	Number of places				
	Occupancy rate				
Open	Number of places				
	Occupancy rate				
Custody	Number of places				
	Occupancy rate				
3. Gender and age groups					
Male	% of total prison population				
Female	% of total prison population				
Juveniles female	% of total prison population				
Juveniles male	% of total prison population				
4. Type of sentence					
Sentenced up to six months	% of total sentenced prison population				
Sentenced up to one year	% of total sentenced prison population				
Sentenced more than one year but less than five	% of total sentenced prison population				
Sentenced five or more	% of total sentenced prison population				
Long term imprisonment	% of total sentenced prison population				
Recidivists	% of total sentenced prison population				
5. Type of crime					
Crimes against public order	% of total prison population				
Crimes against property	% of total prison population				
Crimes against life and body	% of total prison population				
Crimes against public finances, payment operations and the economy	% of total prison population				
6. Human resources					
Staff	Ratio Custodial Staff / Prisoner				
	Ratio Doctor / Prisoner				
	Ratio Medical Support Staff / Prisoner				
	Ratio Educators and Social Assistants / Prisoner				
	Ratio Psychologists / Prisoner				
7. Healthcare Expenditure					
Total Healthcare Expenditure	Per prisoner				
Prevalent disease	Deseases with highest incidence:				
	Type and percentage of population				
8. Financial Indicators					
Financial Analysis	State budget allocation per year to the penitentiary sector (breakdown per administrative area)				
	Total average expenditure per inmate in the last five years				

To be filled in before first loan disbursement

To be filled in at project completion

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INDICATOR	UNIT		Situation before the project financing	Project target	Project Outcome	COMMENTS
1. Capacity						
Cells	Single Accomodation	Number				
		Size (usable surface)				
	Multi Occupancy	Please enter the number of Multi-occupancy cells				
		Please enter the different capacity of multi occupancy cells				
		Size (usable surface)				
Visitors' regime	Pre-trial Isolation	Number				
	Prisoner occupancy rate	%				
	Family Visits	Please specify the type of space and frequency of visits				
	Conjugal Visits	Please specify the type of space and frequency of visits				
	Legal Counseling Visits	Please specify the type of space and frequency of visits				
2. Type of prison regime						
Closed	Number of places					
	Occupancy rate					
Semi-open	Number of places					
	Occupancy rate					
Open	Number of places					
	Occupancy rate					
Custody	Number of places					
	Occupancy rate					
3. Accomodation						
Type of sanitary facility	wash basin	Yes/No				
	toilet	Yes/No				
	shower	Yes/No				
	if common shower outside cell	number of shower per floor number of inmates per shower number of shower per week				
Ventilation	Type					
Heating system	Type					
Lightning	Type					
Windows	Number per cell					
	Size					
Provision of bed linen and covers by the Prison administration	Yes	If yes, how often				
	Non					
Type of furniture per cell	Fixed	Please specify type				
	Mobile	Please specify type				
	Space for storing and ranging personal belongings	Size and type				
Communication systems	Cell intercom	Yes				
		No				
4. Human Resources						
Staff prison	Administrative	Number				
	Security	Number				
	Educators	Number				
	Pedagogues	Number				
	Maintenance/Technician	Number				
	Other (kitchen, laundry)	Number				
	Pls specify the outsourcing or temporary employed (if any)					

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INDICATOR	UNIT	Situation before the project financing	Project target	Project Outcome	COMMENTS
Medical Staff	Doctors	Number			
		Full-time			
		Part-time			
		Demand-driven basis			
	Nurse	Number			
		Full-time			
		Part-time			
		Demand-driven basis			
	Assistant Nurses	Number			
		Full-time			
		Part-time			
		Demand-driven basis			
Psychologists	Number				
	Full-time				
	Part-time				
	Demand-driven basis				
5. Safety and Security					
Gatehouse	Common Entrance (Yes / No)				
	Type of Control mechanism	Scanning system (Yes / No)			
		Metal detector (Yes / No)			
	Separate Entrances:				
	Entrance for Prisoners (Yes / No)				
	Type of Control mechanism	Scanning system (Yes / No)			
		Metal detector (Yes / No)			
	Entrance for Personnel (Yes / No)				
Type of Control mechanism	Scanning system (Yes / No)				
	Metal detector (Yes / No)				
Entrance for Visitors (Yes / No)					
Type of Control mechanism	Scanning system (Yes / No)				
	Metal detector (Yes / No)				
Administration and Admission	Electronic or Manual Registration (please specify):				
	Separate admission units (Men, Women and Juveniles)	Yes / No			
Control systems	Existence of video systems	Yes / No			
	if Yes	Inner circuit (yes / No)			
		Outer circuit (Yes / No)			
		integrated (Yes / No)			
	Video circuit	Type			
	Watchtowers (if any)	Number			
Control rounds	Number (day/night)				
Fencing	Type				
Fire protection system	Fire security system	Please specify the type of fire security system: type of extinguishers, alarm system, sprinklers, etc.			
	Fire circuits	Type (Fire stairways, fire exits, ect.)			
	Fire hazard strategy (Staff trained)	Number			
6. Health care					
Health care facility	Existence of health care unit within the prison (Yes / No)				
	If Yes, specify type of health care facility				
Health care services provided inside the prison	Primary	Number of check-ups per year			
	Stomatology	Number of interventions per year			
	Dermatology	Number of treatments per year			
		Type			
	Drug/Alcohol addiction treatment	Provision of psychiatric drugs (Yes / No)			
		Methadon treatment (Yes/No)			
		If yes, number of patients receiving the methadon treatment			
	Minor Surgery	Number of interventions per year			
		Type			
	Number of acute care beds				
	Bed occupancy rate	%			
Other type of beds					
Average length of stay	Number of days				


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INDICATOR	UNIT	Situation before the project financing	Project target	Project Outcome	COMMENTS	
Health care services provided outside the prison	Transfers to other health care facilities (Yes /No)					
	If yes, number of transfers per year					
	Distance to nearest hospital	Number of kms				
7. Sport & Recreation						
In-door facilities	m2/ type					
Out-door facilities	m2/ type					
Access to sport/recreation	Number of hours per day per prisoners' category					
	Number of hours per week per prisoners' category					
	Common activity rooms	Yes/No If yes: type and number				
8. Kitchen facility						
Kitchen facilities	m2					
Capacity	Number of meals per day					
	Number of staff					
	% Inmates within the staff					
Storage	Storage space m2					
	Number of refrigerators, type and capacity					
	Existence of cold rooms for vegetable, meat smoked and cured meat, milk, milk products and beverages					
Food handling	Worktops/tables for meats	Number				
	Worktops/tables for vegetables	Number				
	Worktops/tables for fish	Number				
Kitchen equipment	Sinks: number and type					
	Electric cooking (Yes/No)					
	Gas cooking (Yes/No)					
	If yes, specify type (gas convection, steam oven, etc.)					
	Friers (yes/no)					
	If yes, how many					
	Potato/carrot peeler (yes/no)					
	Bread slicing machine (Yes/no)					
	Food scale (Yes/No)					
	Refrigerators: how many					
	Kitchen carts (Yes/No)					
	If yes, specify number:		kitchen cart with warm water tank for food portioning			
			kitchen cart with cooled water tank for food portioning			
			closed kitchen cart for food distribution			
Dishwashers: number and capacity per dishwasher						
Hard surface cleaners (Yes/No)						
9. Laundry						
Laundry facilities	m2					
	Number of washing machines and capacity per washing machine					
	Number of dry machines and capacity per dry machine					
	Number of ironing machines					
	Number of trolleys for clean and dirty					
	Storage and ranging space for linen (Yes/No)					
Capacity	Number of washed/dried units of bed clothes per week					
	Number of staff					
	% Inmates within the staff					
10. Working activities						
Workshops	Number and type					
	Number of inmates attending the workshops					
	Frequency of activities per week					
Farm Production	Crop production (Yes/No)					
	If yes: type, extension and quantity of production					
	Vegetable garden for prison consumption (Yes/No)					
	If yes: type and quantity of production					
	Animal farming (Yes/No)					
If yes: type and quantity of production						
Access to food production activities	Number of inmates working					
Access to outsourced working activities (agreement with external public or private firms)	Number of inmates working					
	Number of working hours and days per week and per inmate					
	Type of contract and remuneration perceived per inmate					

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INDICATOR	UNIT	Situation before the project financing	Project target	Project Outcome	COMMENTS
11. Education activities					
Access to formal education	Type and level of education offered (primary, secondary, higher)				
	Prison population requiring education activities	% of the total prison population			
	Education activities provided	% of the total prison population			
Access to other levels of vocational trainings/course	Number and types of trainings/course				
	Prison population requiring vocational training	% of the total prison population			
	Vocational training provided	% of the total prison population			
12. Waste treatment					
Communal Waste	Category of waste produced (inhabitants of village)				
	Waste generated (inhabitants of village)				
	Type of pollution treatment applied				
	Waste treatment facilities				
Medical Waste (from the health care sector)	Category of waste produced (inhabitants of village)				
	Waste generated (inhabitants of village)				
	Type of pollution treatment applied				
	Waste treatment facilities				
Other types of waste (i.e. farming/agriculture activities, workshops)	Category of waste produced (inhabitants of village)				
	Waste treatment facilities				
13. Financial Indicators					
Financial Analysis	Start-up capitalization (inhabitants of village)				
	Prison population requiring financial analysis				
	Financial analysis provided (inhabitants of village)				
	Financial analysis provided (inhabitants of village)				

[1] Category of waste: Infectious waste, Pathological waste, Pharmaceutical waste, Chemical waste, Sharps, Pressurised containers

 To be filled in before first loan disbursement

 To be filled in at project completion

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