

## **Informacija o zaključivanju Ugovora o kreditu sa Evropskom bankom za obnovu i razvoj (EBRD) za potrebe finansiranja Projekta unapređenja energetske efikasnosti u objektima obrazovanja u Crnoj Gori, u iznosu od 20 miliona eura**

Na sjednici održanoj 28. avgusta 2024. godine, Vlada Crne Gore usvojila je Informaciju o polaznim osnovama za zaključivanje Ugovora o kreditu sa Evropskom bankom za obnovu i razvoj (EBRD) za potrebe finansiranja Projekta unapređenja energetske efikasnosti u objektima obrazovanja u Crnoj Gori i donijela Zaključke broj 10-430/24-4737/2, od 28. avgusta 2024. godine.

Predmetnim Zaključcima, Vlada je zadužila Ministarstvo finansija, da pregovara sa Evropskom bankom za obnovu i razvoj i usaglasi konačan tekst Ugovora o kreditu i zadužila Ministarstvo da povratno informiše Vladu o rezultatima pregovora.

S tim u vezi, Ministarstvo finansija je u prethodnom periodu usaglasilo konačan tekst predmetnog Ugovora sa EBRD bankom i u pregovorima utvrdilo sledeće uslove finansiranja:

- Iznos kredita od 20 miliona EUR, sa rokom otplate od 15 godina, uključujući 3 godine grejs perioda. Otplata kredita će se vršiti polugodišnje, u 24 (dvadeset četiri) jednakih rate, koje dospijevaju 30. aprila i 30. oktobra svake godine, počevši od 30. oktobra 2027. godine, sa konačnim datumom otplate 30. aprila 2039. godine. Posljednji datum raspoloživosti kreditnih sredstava je 30. oktobar 2030. godine.
- Ugovorena kamatna stopa je varijabilna i vezana je za šestomjesečni EURIBOR uvećan za marginu od 1%. Kamata će se takođe plaćati polugodišnje, svakog 30. aprila i 30. oktobra.
- Dodatni troškovi finansiranja podrazumijevaju naknadu za obradu kredita od 1% od ukupnog iznosa kredita, kao i naknadu na nepovučena sredstva koja se plaća u iznosu od 0,5% godišnje na trenutno nepovučeni iznos sredstava. Ugovoreni uslovi su u skladu sa EBRD-ovim Standardnim uslovima zaduživanja.
- Jedan od uslova stupanja na snagu Ugovora jeste i pribavljanje Pravnog mišljenja od strane Zaštitnice imovinsko-pravnih interesa Crne Gore, kao i uspostavljanje Jedinice za implementaciju Projekta.

Na sjednici Odbora direktora EBRD-a, održanoj 9. oktobra 2024. godine, Odbor je usvojio konačnu verziju Ugovora i odobrio kredit u iznosu od 20 miliona EUR za unapređenje energetske efikasnosti u sektoru prosvjete, čime su se, od strane Banke, stekli uslovi za potpisivanje Ugovora o kreditu.

Napominjemo, ukupna procijenjena vrijednost cijelokupnog projekta iznosi 24 miliona eura. Od tog iznosa, 20 miliona eura će biti obezbijeđeno putem predmetnog kreditnog aranžmana sa EBRD-om, dok će preostalih 4 miliona eura biti osigurano putem investicionog granta iz Regionalnog programa energetske efikasnosti (REEP), koji finansira Evropski fond za Zapadni Balkan. Pored toga, EBRD je putem donatorskih sredstava osigurao i sredstva za tehničku pomoć projektu u iznosu od približno 0,17 miliona eura.

Projektom je obuhvaćeno 12 objekata na jugu, 9 objekata centralnog regiona i 3 objekta na sjeveru. Ove zgrade služe različitim nivoima obrazovanja, uključujući osnovno obrazovanje (18 zgrada), srednje (2 zgrade), predškolsko (2 zgrade) i visoko (1 zgrada), i obuhvataju ukupnu površinu od 93.220m<sup>2</sup>.

Objekti obuhvaćeni projektom su prikazani u sljedećoj tabeli:

<b>Blažo Jokov Orlandić</b>	Osnovno obrazovanje	Bar
<b>Meksiko</b>	Osnovno obrazovanje	Bar
<b>Gimnazija "Niko Rolović"</b>	Srednje obrazovanje	Bar
<b>Kekec</b>	Osnovno obrazovanje	Bar
<b>Stefan Mitrov Ljubiša</b>	Osnovno obrazovanje	Budva
<b>Ljubica V. Jovanović - Maše</b>	Predškolsko obrazovanje	Budva
<b>Džafer Nikočević</b>	Osnovno obrazovanje	Gusinje
<b>Milan Vuković</b>	Osnovno obrazovanje	Herceg Novi
<b>Narodni heroj Savo Ilić</b>	Osnovno obrazovanje	Kotor
<b>Srednja Pomorska škola</b>	Srednje obrazovanje	Kotor
<b>Nikola Đurković</b>	Osnovno obrazovanje	Kotor
<b>Ratko Žarić</b>	Osnovno obrazovanje	Nikšić
<b>Olga Golović</b>	Osnovno obrazovanje	Nikšić
<b>"Dragan Kovačević"</b>	Predškolsko obrazovanje	Nikšić
<b>Luka Simonović</b>	Osnovno obrazovanje	Nikšić
<b>Pavle Kovačević</b>	Osnovno obrazovanje	Nikšić
<b>Pavle Rovinski</b>	Osnovno obrazovanje	Podgorica
<b>Sutjeska</b>	Osnovno obrazovanje	Podgorica
<b>Dr Dragiša Ivanović</b>	Osnovno obrazovanje	Podgorica
<b>Studentski dom</b>	Visoko obrazovanje	Podgorica
<b>25. maj</b>	Osnovno obrazovanje	Rožaje
<b>Drago Milović</b>	Osnovno obrazovanje	Tivat
<b>Srednja mješovita škola "Mladost"</b>	Srednje obrazovanje	Tivat
<b>Dušan Obradović</b>	Osnovno obrazovanje	Žabljak

Za predmetne objekte EBRD banka izradila izvještaj o energetskoj reviziji i studiju izvodljivosti i istim su analizirali trenutnu potrošnju energije i predložili mjere za poboljšanje energetske efikasnosti pomenutih obrazovnih zgrada u Crnoj Gori. Predložene mjere uključuju unapređenje omotača zgrade, sistema grijanja, osvjetljenja, obnovljivih izvora energije i tehnologije pametnih zgrada, s ciljem smanjenja potrošnje energije, emisije CO2 i operativnih troškova.

Takođe, predložena je instalacija sistema za upravljanje zgradama, mjere uštede vode, te ne-EE mjere poput uvođenja rampi, poboljšanja bezbjednosti i jačanja strukture.

Naglašavamo da je pravni osnov za zaključivanje predmetnog kreditnog aranžmana Zakon o Budžetu Crne Gore za 2024. godinu, kao i Odluka o zaduživanju Crne Gore (Službeni list Crne Gore, broj 124/2023 od 31.12.2023.), gdje je navedeno da se Država, za potrebe finansiranja Projekta unapređenja energetske efikasnosti u objektima obrazovanja u Crnoj Gori može zadužiti, kroz kreditni aranžman sa Evropskom bankom za obnovu i razvoj (EBRD), u iznosu do 20 miliona eura.

*Execution version*

(Operation Number 54660)

**LOAN AGREEMENT**

(Education Energy Efficiency Project)

between

**MONTENEGRO**

and

**EUROPEAN BANK  
FOR RECONSTRUCTION AND DEVELOPMENT**

This draft Loan Agreement has been prepared for preliminary discussion purposes only.  
**Additional covenants may be added and the existing text is subject to change and  
final approval by European Bank for Reconstruction and Development.**

Dated \_\_\_\_\_ 2024

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## LOAN AGREEMENT

**AGREEMENT** dated \_\_\_\_\_ 2024 between **MONTENEGRO** (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

## **PREAMBLE**

**WHEREAS**, the Bank has been established to provide financing for specific projects to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in certain countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

**WHEREAS**, the Borrower intends to implement the Project as described in Schedule 1 which is designed to assist the Borrower in the implementation of energy efficiency and renewable energy measures in twenty-three (23) schools and kindergarten buildings and one (1) students' dormitory across Montenegro (the "Educational Buildings");

**WHEREAS**, the Project will be implemented through the Ministry of Education, Science and Innovation of Montenegro (the "Project Executing Agency");

**WHEREAS**, the Borrower has requested assistance from the Bank in financing part of the Project;

**WHEREAS**, the Bank intends to make available an investment grant of up to EUR 4,000,000 (four million Euros) to assist the Borrower to implement the Project (the "Investment Grant") funded by the European Western Balkans Joint Fund for the Regional Energy Efficiency Programme ("REEP"), subject to the terms and conditions of a grant agreement to be entered into between the Bank and the Borrower (the "Investment Grant Agreement");

**WHEREAS**, the Bank has made available a technical assistance fund provided by Austrian DRIVE Fund in the form of a grant to finance the preparation of the energy efficiency feasibility study in an amount of up to EUR 50,000 (fifty thousand Euros) ("TA Grant 1") and the Bank intends to make available technical assistance funds provided by donors in form of grants to finance (i) the procurement support for the selection of the project implementation unit consultant in an amount of up to EUR 25,000 (twenty-five thousand Euros), funded by the EBRD Shareholder Special Fund ("TA Grant 2") and (ii) the development of a programme to raise awareness and prevent gender-based violence and harassment (GVBH) in an amount of up to EUR 100,000, funded by EBRD Gender and Economic Inclusion Shareholder Special Fund ("TA Grant 3", and TA Grant 1, TA Grant 2 and TA Grant 3 collectively referred to as "TA Grants"), subject to the terms and conditions of one or more technical assistance grant agreements to be entered into between the Bank and the Borrower (the "TA Grant Agreements");

**WHEREAS**, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of EUR 20,000,000 (twenty million Euros), subject to the terms and conditions set forth or referred to in this Agreement.

**NOW, THEREFORE**, the parties hereby agree as follows:

## **ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS**

### **Section 1.01. Incorporation of Standard Terms and Conditions**

All of the provisions of the Bank's Standard Terms and Conditions dated 5 November 2021 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein.

### **Section 1.02. Definitions**

Wherever used in this Agreement (including the Preamble and Schedules), unless stated otherwise or the context otherwise requires, the terms defined in the Preamble have the respective meanings given to them therein, the terms defined in the Standard Terms and Conditions have the respective meanings given to them therein and the following terms have the following meanings:

"Authorisation"	means any consent, registration, filing, agreement, notarisation, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority, whether given or withheld by express action or deemed given or withheld by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents.
"Borrower's Authorised Representative"	means the Minister of Finance of the Borrower.
"Consultants"	means the consultants to be engaged for the implementation of the Project as specified in Section 3.05.
"ClientNet"	means the Bank's online portal for the transmission of documents and information between the Bank and its clients, and any replacement website as the Bank may from time to time notify the Borrower.
"Designated Performance Requirements"	means Performance Requirements 1 through 8 and 10 (or, as the context may require, any one of such Performance Requirements) of the Performance Requirements dated April 2019 and related to the Bank's Environmental and Social Policy dated April 2019.
"Enforcement Policy and Procedures"	means the Bank's Enforcement Policy and Procedures dated 4 October 2017.
"Environmental and Social Action Plan" or	

"ESAP"	means the plan of environmental and social mitigation and improvement measures dated 14 August 2024 and prepared by ENOVA consultants a copy of which is attached hereto as Schedule 3, as such plan may be amended from time to time with the prior written consent of the Bank in accordance with Section 3.04(c).
"Environmental and Social Client Disclosure Documentation"	means the written information furnished by or on behalf of the Borrower to the Bank pursuant to the environmental and social due diligence report dated August 2024 and prepared by ENOVA containing information relating, inter alia, to Environmental and Social Matters and any amendment or supplement to such information which is accepted by the Bank.
"Environmental and Social Law"	means any applicable law in any relevant jurisdiction, concerning the protection of the environment, workers, communities or project affected people.
"Environmental and Social Management Plan"	means the environmental and social management plan approved by EBRD in accordance with the environmental and social due diligence report dated August 2024.
"Environmental and Social Matter"	means any matter that is the subject of any Environmental and Social Law, any Designated Performance Requirement or the Environmental and Social Action Plan.
"Green Project Monitoring Plan"	means the plan agreed with EBRD, specifying the key performance indicators relating to green economy transition, climate risk, and alignment with the goals of the Paris Agreement, set out in Schedule 3, as such plan may be amended from time to time with the prior written consent of EBRD.
"Fiscal Year"	means the Borrower's fiscal year commencing on 1 January of each year.
"Governmental Authority"	means the government of the Borrower, or of any political subdivision thereof, whether state, regional or local, and any agency, authority, branch, department, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or any subdivision thereof (including any supra-national bodies),

	and all officials, agents and representatives of each of the foregoing.
"Last Availability Date"	means the last availability date specified in Section 2.02(f).
"Loan Currency"	means EUR.
"Paris Agreement"	means an international treaty adopted at the 21st session of the Conference of Parties to the United Nations Framework Convention on Climate Change (FCCC/CP/2015/10/Add.1).
"PIU"	means the project implementation unit referred to in Section 3.02.

### **Section 1.03. Interpretation**

In this Agreement, a reference to a specified Article, Section or Schedule shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of, or Schedule to, this Agreement.

## **ARTICLE II - PRINCIPAL TERMS OF THE LOAN**

### **Section 2.01. Amount and Currency**

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of up to EUR 20,000,000 (twenty million Euros).

### **Section 2.02. Other Financial Terms of the Loan**

(a) The Minimum Drawdown Amount shall be EUR 500,000.

(b) The Minimum Prepayment Amount shall be EUR 1,000,000.

(c) The Minimum Cancellation Amount shall be EUR 500,000, or in the case where less than EUR 500,000 remains outstanding, such remaining amount.

(d) The Interest Payment Dates shall be 30 April and 30 October of each year.

(e) (1) The Borrower shall repay the Loan in 24 (twenty-four) equal (or as nearly equal as possible) semi-annual instalments on 30 April and 30 October of each year, with the first Loan Repayment Date being 30 October 2027 and the last Loan Repayment Date being 30 April 2039.

(2) Notwithstanding the foregoing, in the event that the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified in this Section 2.02.(e), then the amount of each drawdown made on or after the first

Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.

- (f) The Last Availability Date shall be 30 October 2030, or such later date that the Bank may in its discretion establish and notify to the Borrower and the Guarantor.
- (g) The rate of the Commitment Charge shall be 0.5% per annum.
- (h) The Loan is subject to a Variable Interest Rate.

### **Section 2.03. Drawdowns**

The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance (1) expenditures made (or, if the Bank so agrees, to be made) in respect of the reasonable cost of goods, works and services required for the Project and (2) the Front-end Commission.

## **ARTICLE III - EXECUTION OF THE PROJECT**

### **Section 3.01. Other Affirmative Project Covenants**

In addition to the general undertakings set forth in Article IV of the Standard Terms and Conditions, the Borrower shall, unless the Bank otherwise agrees:

- (a) Take all action necessary to provide adequate funds for the completion of the Project;
- (b) Make available to the Project Executing Agency the proceeds of the Loan and the Investment Grant for the implementation of the Project;
- (c) Ensure that its Project Executing Agency takes all necessary measures to implement the Project and comply with the relevant terms of this Agreement, the Investment Grant Agreement and the TA Grant Agreements;
- (d) Ensure that its Project Executing Agency establishes a Project Implementation Unit with adequate resources and suitably qualified personnel hired in accordance with the Project Implementation Unit's terms of reference satisfactory to the Bank, and ensures the continuity of service of the Project Implementation Unit until the Project is completed;
- (e) Upon a prior written request by the Bank, promptly, procure an independent review/assessment of the status of the Educational Buildings;
- (f) Ensure regular maintenance of the Educational Buildings as needed; and
- (g) Exempt from taxes (including, without limitation, VAT) and duties (including, without limitation, any customs duties) all goods, works and services (including

consultancy services), procured for the Project and financed from the proceeds of the Loan, the Investment Grant or the TA Grants made available by the Bank, or provide for their reimbursement.

### **Section 3.02. Project Implementation Unit**

In order to coordinate, manage, monitor and evaluate all aspects of Project implementation, including the procurement of goods, works and services as well as consultancy services for the Project, unless otherwise agreed with the Bank, the Borrower shall ensure that its Project Executing Agency establishes and at all times during execution of the Project, operates a project implementation unit with adequate resources and suitably qualified personnel, under terms of reference acceptable to the Bank.

### **Section 3.03. Procurement**

For purposes of Section 4.03 of the Standard Terms and Conditions, the following provisions shall, except as the Bank otherwise agrees, govern procurement of goods, works and services as well as consultancy services required for the Project and to be financed out of the proceeds of the Loan:

- (a) Goods, works, services and consultancy services shall be procured through open competitive procedures.
- (b) For purposes of Section 3.03(a), open competitive are set out in Section III, Article 3 of the EBRD Procurement Rules.
- (c) All contracts shall be subject to the review procedures set out in the EBRD Procurement Rules and shall be subject to prior review by the Bank.

### **Section 3.04. Environmental and Social Compliance Covenants**

Without limiting the generality of Sections 4.02(a), 4.04(a)(iii), and 5.02(c)(iii) of the Standard Terms and Conditions, and unless the Bank otherwise agrees:

- (a) Except as otherwise specified in the Environmental and Social Action Plan, the Borrower shall, and shall ensure that its Project Executing Agency and any contractor carry out the Project in accordance with the Designated Performance Requirements.
- (b) Without limiting the foregoing, the Borrower shall, and shall ensure that its Project Executing Agency diligently implements and adheres to the Environmental and Social Action Plan and the associated Environmental and Social Management Plan and monitors the implementation of such plans in accordance with the monitoring provisions contained in such plans.
- (c) The Borrower and the Bank may from time to time agree to amend the Environmental and Social Action Plan in response to changes in the circumstances of the Project or the Borrower, unforeseen events and the results of monitoring. Without limiting the generality of the foregoing,

- (1) if there is any adverse environmental or social impact or issue that was not foreseen by or contemplated in the Environmental and Social Action Plan or the associated Environmental and Social Management Plan, either entirely or as to its severity,
- (2) if any impact mitigation measure set out in the Environmental and Social Action Plan or the associated Environmental and Social Management Plan is not sufficient to eliminate or reduce any environmental or social impact to the level contemplated by the relevant Designated Performance Requirements within the time frame set out in the Environmental and Social Action Plan or the associated Environmental and Social Management Plan, or
- (3) if any material non-compliance with the Environmental and Social Action Plan, the associated Environmental and Social Management Plan or with any Environmental and Social Law has been identified by the Borrower, the Bank or an inspection from any regulatory or enforcement authority,

the Borrower shall, as soon as reasonably practicable and subject to the consent of the Bank, develop and incorporate into the Environmental and Social Action Plan or the associated Environmental and Social Management Plan such additional or revised mitigation measures as may be necessary to achieve compliance with the Designated Performance Requirements, the Environmental and Social Action Plan or the Environmental and Social Laws, in each case in a manner satisfactory to the Bank.

### **Section 3.05. Consultants**

- (a) In order to assist in the implementation of the Project, the Borrower shall, unless otherwise agreed with the Bank, employ or cause to be employed, as required, and use consultants whose qualifications, experience and terms of reference are satisfactory to the Bank, including:
  - (1) consultants to assist the PIU in project implementation, including but not limited to providing assistance in conducting pre-construction asbestos containing materials (ACM) surveys, developing the corresponding ACM Registers, preparation of ACM management plans for any affected Educational Buildings, training for the personnel involved in asbestos-related work, and providing assistance in managing risks of the supply chain for solar PV components, as specified in the ESAP, and
  - (2) preliminary and detailed design and supervision consultants to be provided in three separate assignments for three regions, which shall ensure the Project's prompt and efficient execution by assisting the Project Executing Agency, the PIU and the EBRD, and which consultant's responsibilities include preparing preliminary and detailed designs, technical specifications for tender documents, supervision and supporting ESAP implementation, and annual E&S reporting for the Project Executing Agency and the PIU (collectively, the "**Consultants**").
- (b) The Borrower shall provide, without charge, to any Consultants engaged to assist in matters relating to the Project or the operations of the Borrower all facilities and support necessary for the carrying out of their functions, including office space, photocopying

equipment and supplies, secretarial services and transportation, as well as all documents, materials and other information that may be relevant to their work.

### **Section 3.06. Reporting Frequency and Submission Requirements**

(a) Commencing from the Effective Date, until the full amount of the Loan has been repaid or cancelled, the Borrower shall submit to the Bank annual reports on Environmental and Social Matters arising in relation to the Borrower or the Project, as referred to in Section 5.02(c)(iii) of the Standard Terms and Conditions, within 60 days after the end of the year being reported on. Such reports shall include information on the following specific matters:

- (1) information on compliance by the Borrower with the Designated Performance Requirements as described in Section 3.04(a) and the implementation of the Environmental and Social Action Plan and the associated Environmental and Social Management Plan;
- (2) information on how the Borrower has monitored the compliance with the Designated Performance Requirements and the Environmental and Social Action Plan by any contractor engaged for the Project and a summary of any material non-compliance by such contractor with the Designated Performance Requirements and the Environmental and Social Action Plan and of any measures taken to remedy such non-compliance;
- (3) information on implementation of the stakeholder engagement plan and grievance mechanism required by Designated Performance Requirement 10, including a summary of any grievances received and how such grievances were resolved;
- (4) information on compliance by the Borrower with Environmental and Social Laws in relation to the Project, including a description of any claim, proceeding, order or investigation commenced or threatened against the Borrower, the status of any Authorisation required for the Project, the results of any inspection carried out by any regulatory authority, any violation of applicable laws, regulations or standards and any remedial action or fine relating to such violation, a summary of any material notice, report and other communication on Environmental and Social Matters relating to the Project submitted by the Borrower to any regulatory authority and any other circumstances giving rise to liability of the Borrower for any Environmental and Social Matter;
- (5) information on occupational health and safety management and the occupational health and safety record of the Project including the rates of accidents, lost time incidents and near-misses, any preventive or mitigative measures taken or planned by the Borrower, any staff training on occupational health and safety and any other initiatives in relation to occupational health and safety management which have been implemented or planned by the Borrower;
- (6) a summary of any change in Environmental and Social Laws which may have a material effect on the Project;

- (7) copies of any information on Environmental and Social Matters periodically submitted by the Borrower to its shareholders or the general public; and
  - (8) information on the key performance indicators as specified in the Green Project Monitoring Plan.
- (b) Commencing from the Effective Date, the Borrower shall submit the periodic Project reports referred to in Section 4.04(a)(v) of the Standard Terms and Conditions semi-annually within 30 days after the end of the period being reported on, until the Project has been completed. Such reports shall include the following specific features:
- (1) The following general information:
    - (A) the physical progress accomplished in the implementation of the Project to the date of report and during the reporting period;
    - (B) actual or expected difficulties or delays in the implementation of the Project and their effect on the implementation schedule, and the actual steps taken or planned to overcome the difficulties and avoid delays;
    - (C) expected changes in the completion date of the Project;
    - (D) key personnel changes in the staff of the PIU, the Consultants or the contractors;
    - (E) matters that may affect the cost of the Project; and
    - (F) any development or activity (including but not limited to legal actions) likely to affect the economic viability of any Part of the Project.
  - (2) Financial statements showing details of the expenditures incurred under each Part of the Project and the Drawdowns, together with a statement showing:
    - (A) original cost estimates;
    - (B) revised cost estimates, if any, with reasons for changes;
    - (C) original estimated expenditures and actual expenditures to date;
    - (D) reasons for variations of actual expenditures to date from original estimated expenditures to date;
    - (E) update on the sources of funds, if any; and
    - (F) estimated expenditures for the remaining quarters of the year.
  - (3) A brief statement of the status of compliance with each of the covenants contained in this Agreement.
  - (c) Immediately upon the occurrence of any incident or accident relating to the Borrower or the Project which has or is likely to have a significant adverse effect on the environment, workers, or on public or occupational health or safety, the Borrower shall

inform the Bank and promptly thereafter give the Bank notice thereof specifying the nature of such incident or accident and any steps the Borrower is taking to remedy the same. Where an incident involves sensitive information in relation to a person or any risk of retaliation, the initial notice to the Bank shall not include any details of the identity of the persons involved. Without limiting the generality of the foregoing,

- (1) an incident or accident relates to the Project if it occurs on any site used for the Project or, if it is caused by Project workers and/or facilities, equipment, vehicles or vessels used for or relating to the Project (whether or not being used on any site of the Project and whether or not being used by authorised or unauthorised persons);
- (2) an incident or accident is considered to have a significant adverse effect on the environment or on public or occupational health or safety if:
  - (A) any applicable law requires notification of such incident or accident to any governmental authority,
  - (B) such incident or accident involves fatality of any person (whether or not such person is employed by the Borrower),
  - (C) more than one person (whether or not such persons are employed by the Borrower) has received serious injury requiring hospitalisation,
  - (D) such incident involves violence and harassment, bullying, intimidation, and/or exploitation, including any form of gender-based violence;
  - (E) such incident involves forced and child labour relating to the Project; or
  - (F) such incident or accident has become, or is likely to become, public knowledge whether through media coverage or otherwise.

- (d) The Borrower shall promptly notify the Bank of any significant protest or petition by workers or members of the public directed at or relating to the Borrower or the Project which might have a material adverse effect on the Borrower or the Project or which has become, or is likely to become, public knowledge through media coverage or otherwise. Within ten days following any such notification, the Borrower shall submit a report satisfactory to the Bank specifying the outcome of the Borrower's investigation into such protest, and any steps taken, or proposed to be taken, by the Borrower to resolve the issues raised in the protest or petition.

## **ARTICLE IV - FINANCIAL COVENANTS**

### **Section 4.01. Financial Records and Reports**

- (a) The Borrower shall, in respect of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof, maintain procedures, records and accounts adequate to reflect, in accordance with internationally accepted accounting standards consistently applied, the operations, resources and expenditures relating to the Project and to monitor and record the progress of the Project (including its costs and the benefits to be derived from it).
- (b) The Borrower shall:
  - (1) have the records and accounts referred to in Section 4.01(a) for each Fiscal Year audited by independent auditors acceptable to the Bank in accordance with internationally accepted auditing principles and standards;
  - (2) furnish to the Bank as soon as available, but in any case not later than six months after the end of each Fiscal Year, the report of such audit by such auditors of such scope and in such detail as the Bank may reasonably request; and
  - (3) furnish to the Bank such other information concerning such records and accounts, and the audit thereof, as the Bank may from time to time reasonably request.

## **ARTICLE V - SUSPENSION; ACCELERATION; CANCELLATION**

### **Section 5.01. Suspension**

The following are specified for purposes of Section 7.01(a)(xvii) of the Standard Terms and Conditions:

- (a) the legislative and regulatory framework applicable to the energy sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner other than as approved by the Bank in writing; and
- (b) any of the events described in Section 7.01(a)(x) of the Standard Terms and Conditions has occurred with respect to any of the Investment Grant Agreement or the TA Grant Agreements, *mutatis mutandis*, which events shall also include any right for the Bank to demand a refund of all or any portion of the grant made available under such agreement.

### **Section 5.02. Acceleration of Maturity**

The following are specified for purposes of Section 7.06(f) of the Standard Terms and Conditions: any of the events specified in Section 5.01 shall have occurred and

continued without remedy for 30 (thirty) days after notice thereof has been given by the Bank to the Borrower.

## **ARTICLE VI - EFFECTIVENESS**

### **Section 6.01. Conditions Precedent to Effectiveness**

The following are specified for purposes of Section 9.02(c) of the Standard Terms and Conditions as additional conditions to the effectiveness of this Agreement:

- (a) The Investment Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals thereunder, except only the effectiveness of this Agreement, have been fulfilled; and
- (b) The PIU with adequate resources and suitable qualified personnel, in form and substance satisfactory to the Bank, has been established and is operational.

### **Section 6.02. Conditions Precedent to the First Disbursement**

The obligation of the Bank to make the first disbursement of the Loan (other than in respect of payment of Front-end Commission) is subject to the following conditions precedent being fulfilled in form and substance satisfactory to the Bank:

- (a) The Bank shall have received evidence satisfactory to it that the Project Executing Agency has appointed the Consultants in accordance with this Agreement to assist with the services as set out in Section 3.05(a);
- (b) Except for the disbursements for the consultancy services as set out in Section 3.05(a), for the purposes of only the first disbursement for Part A of the Project, the Bank has received the key construction contract(s) for the goods, works and services under Part A of the Project; and
- (c) TA Grant Agreements have been executed and delivered and all conditions precedent to their effectiveness or to the right of the Borrower to make drawings thereunder, except only the effectiveness of this Agreement, have been fulfilled.

### **Section 6.03. Legal Opinion**

- (a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of the Borrower by the Protector of Property Legal Interests of Montenegro.

### **Section 6.04. Termination for Failure to Become Effective**

The date 180 days after the date of this Agreement is specified for purposes of Section 9.04 of the Standard Terms and Conditions.

## ARTICLE VII - MISCELLANEOUS

### **Section 7.01. Notices**

(a) The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions, except that any notice shall be deemed to be delivered if by hand, mail, or in pdf or similar format by electronic mail:

For the Borrower:

Ministry of Finance of Montenegro  
 Stanka Dragojevica 2  
 81000 Podgorica  
 Montenegro

Attention: Novica Vukovic  
 Minister of Finance

Email: [mf@mif.gov.me](mailto:mf@mif.gov.me)

For EBRD:

European Bank for Reconstruction and Development  
 5 Bank Street  
 London E14 4BG  
 United Kingdom

Attention: Banking Services / Operation No. 54660

Telephone: +44 20 7338 6000  
 Email: [bankingservices@ebrd.com](mailto:bankingservices@ebrd.com)

(b) The Bank may invite the Borrower to register to use ClientNet or another form of electronic communication and, if the Borrower and the Bank agree to use ClientNet or such other form of electronic communication, any notice, application or other communication from the Borrower to the Bank or from the Bank to the Borrower (other than any notice, application or other communication that is required by this Agreement to be in an original, certified or hard copy), may, subject to the terms and conditions of ClientNet or such other form of electronic communication, be given or made by posting such notice, application or other communication on ClientNet or sent in accordance with the terms agreed concerning such other form of electronic communication.

(c) Any notice, application or other communication delivered by hand, airmail or facsimile transmission or via ClientNet or another agreed form of electronic communication will only be effective when actually received (or made available) in readable form, provided that any notice, application or other communication that is received (or made available) after 5:00 p.m. in the place in which the party to whom the

relevant notice, application or communication is sent has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

(d) The following are the names, titles and email addresses of the persons designated as the initial contacts of the Borrower for purposes of any invitation the Bank may send to the Borrower regarding ClientNet:

<i>Name</i>	<i>Title</i>	<i>E-mail address</i>	<i>Language - English, Russian, French</i>
Novica Vuković	Minister of Finance	<a href="mailto:novica.vukovic@mif.gov.me">novica.vukovic@mif.gov.me</a>	English
Andrijana Ulić Rajović	General Director	<a href="mailto:andrijana.ulic@mif.gov.me">andrijana.ulic@mif.gov.me</a>	English

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in three original copies and delivered at Podgorica, Montenegro as of the day and year first above written.

**MONTE NEGRO**

By: \_\_\_\_\_

Name:

Title:

**EUROPEAN BANK  
FOR RECONSTRUCTION AND DEVELOPMENT**

By: \_\_\_\_\_

Name:

Title:

## **SCHEDULE 1 - DESCRIPTION OF THE PROJECT**

1. The purpose of the Project is to assist the Borrower in financing the implementation of various energy efficiency measures and potentially renewable energy technology (photovoltaic panels and solar collectors) in twenty-four (24) public educational establishments distributed among 10 cities in Montenegro, which will lead to improvement of their energy performance (the “Project”). The Project is expected to be co-financed with an investment grant of up to EUR 4.0 million from the EU through REEP and technical assistance of up to EUR 0.215 million funded by Austrian DRIVE Fund, EBRD Shareholder Special Fund and EBRD Gender and Economic Inclusion Shareholder Special Fund. The Project will be implemented through the Ministry of Education, Science and Innovation of Montenegro.

2. The Project consists of the following Parts, subject to such modifications thereof as the Bank and the Borrower may agree upon from time to time:

Part A: Goods, works, and services (to be financed by the Loan and the Investment Grant) including consultancy services in accordance with Section 3.05 (to be financed by the Loan).

Part B: Front-end Commission (to be financed by the Loan).

Part C: Technical assistance programme to be financed by the TA Grants for the following:

- a) Energy Efficiency Feasibility Study.
- b) Procurement Support for the selection of the PIU Consultant.
- c) Awareness Raising and Prevention of GVBH

3. The Project is expected to be completed within six (6) years from the Effective Date.

## **SCHEDULE 2 - CATEGORIES AND DRAWDOWNS**

1. The table attached to this Schedule sets forth the Categories, the amount of the Loan allocated to each Category and the percentage of expenditures to be financed in each Category.
2. Notwithstanding the provisions of paragraph 1 above, no Drawdown shall be made in respect of expenditures incurred prior to the date of the Loan Agreement.

**Attachment to Schedule 2**

<b>Category</b>	<b>Amount of the Loan Allocated to the Category (EUR)</b>	<b>Percentage of Expenditures to be Financed</b>
(1) Part A – Goods, works, and services including consultancy services	19,800,000	100% of contract value excluding any taxes
(2) Part B – Front-end Commission	200,000	100%
<b>Total</b>	<b>20,000,000</b>	

## SCHEDULE 3 – ENVIRONMENTAL AND SOCIAL ACTION PLAN AND GREEN PROJECT MONITORING PLAN

### **1. Environmental and Social Action Plan**

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
<b>EBRD PR 1: Assessment and Management of Environmental and Social Risks and Impacts</b>							
1.	<i>Based on the scope of works to be included in the Main Designs for each Project building, the Ministry of Education, Science and Innovation of Montenegro (the “Ministry”) to initiate either the remodelling or reconstruction procedure with the Directorate for Inspection Supervision and Licenses within the Ministry of Spatial Planning, Urbanism and State Property.</i>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> </ul>	<ul style="list-style-type: none"> <li>• Montenegrin Law on Spatial Planning and Construction and Law on Protection of Cultural Assets</li> </ul>	<p><b>Resources:</b> Ministry's and Contractors' internal resources</p> <p><b>Investment Needs:</b> Payment of fees required for obtaining permits/approvals</p> <p><b>Responsibility:</b> PIU</p>	<p><b>In case of remodelling:</b></p> <ul style="list-style-type: none"> <li>• Applications for Remodelling Works and Notification of the Administration for the Protection of Cultural Properties of Montenegro – before the</li> </ul>	<p><b>Target:</b> Full compliance with national permitting requirements achieved</p> <p><b>Evaluation Criteria:</b> All Project permits/approvals obtained Permits register created</p>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>If Project activities are categorised as <u>remodelling</u><sup>1</sup>, the Ministry to submit applications for remodelling works to the Directorate before the commencement of works. For the works on the Project buildings in Kotor, no requirements for the issuance of conservation conditions will be needed. However, notifying the <u>Administration for the Protection of Cultural Properties of Montenegro</u> about the works will be necessary.</p> <p>In the case of Project activities being classified as <u>reconstruction</u><sup>2</sup>, the Ministry to obtain:</p>				<p>commencement of works</p> <p><u>In case of reconstruction:</u></p> <ul style="list-style-type: none"> <li>• UTCs and Conservation Conditions – before the development of the Main Designs</li> <li>• Approval of Conservation Project</li> </ul>		

<sup>1</sup> Remodelling means works on the existing structure which: change the organisation of space in the structure, replace appliances, plants, equipment and installations which does not affect structure stability and safety, do not change the structural elements, do not change the external appearance and do not affect the safety of adjacent structures, traffic, fire protection and the environment.

<sup>2</sup> Reconstruction means works on the existing structure, resulting in: extensions and additions, repairing of damaged structures, reinforcing the construction, replacing installations, appliances, plant and equipment, changing the existing process of production and other works impacting structure stability and safety, changing structural

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> <li>• <i>Urban-Technical Conditions (UTCs) from the Ministry of Spatial Planning, Urbanism and State Property</i></li> <li>• <i>Conservation Conditions from the Ministry of Spatial Planning, Urbanism and State Property, along with Approval of the Conservation Project from the Administration for Protection of Cultural Assets of Montenegro (applicable only in Kotor)</i></li> <li>• <i>Final Acceptance of Conservation Works from the Administration for Protection of Cultural Assets of Montenegro (applicable only in Kotor)</i></li> </ul>				<p>– after Main Design development for Project buildings in Kotor and before its finalisation</p> <ul style="list-style-type: none"> <li>• <i>Notification of Building Works and Notification of Building Works on Cultural Assets – within 15 days prior</i></li> </ul>		

elements, altering external appearance of the building as compared to the final design, impacting the environment and safety of adjacent structures and traffic, changing the water regime, changing the conditions for protection of natural and immovable cultural heritage.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>Additionally, the Ministry to submit a Notification of Building Works to the Ministry of Spatial Planning, Urbanism and State Property, and a Notification of Building Works on Cultural Assets (applicable only in Kotor) to the Administration for Protection of Cultural Assets of Montenegro, at least 15 days before commencing works.</i></p> <p><i>Given the Decision on the Prohibition of Construction Works during the Summer Period<sup>3</sup>, for Project buildings in coastal cities (<b>Bar, Budva, Herceg Novi, Kotor, and Tivat</b>), the Ministry to seek approval from the Municipal Presidents to proceed with the</i></p>				<p><i>to the commencement of works</i></p> <ul style="list-style-type: none"> <li>• <i>Final Acceptance of Conservation Works – after completion of works in Kotor</i></li> </ul> <p><i>Contractor(s) to obtain permits/approvals before the commencement of works.</i></p>		

<sup>3</sup> The Decisions are available on the official websites of the municipalities of Bar, Budva, Herceg Novi, Kotor, and Tivat.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>works on Project buildings during the summer recess.</i></p> <p><i>The PIU to ensure that the Contractor also obtains all relevant permits and approvals<sup>4</sup> before commencing works.</i></p> <p><i>Permits register to be created by the PIU and regularly updated.</i></p>						
1.	<p><i>The Ministry to engage a PIU Support Consultant to facilitate capacity-building for the PIU and personnel involved in the Project, specifically regarding EBRD's ESP requirements, as well as monitoring and reporting requirements for E&amp;S aspects, including contractor management.</i></p>	<ul style="list-style-type: none"> <li>• Compliance with ESP</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 1</li> </ul>	<p>Resources: Ministry's internal resources or included in the Project's budget (as to be agreed with EBRD)</p>	<ul style="list-style-type: none"> <li>• Prior to start of Project implementation</li> </ul>	<p>Target: Full compliance with EBRD's ESP achieved</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>• PIU Support Consultant engaged</li> </ul>	

<sup>4</sup> The exact list of permits and approvals needed will be determined after the development of the Main Designs, but may include the following: Consent on the Waste Management Plan for Construction and/or Hazardous Waste, Permit for Placement of Temporary Structures, Permit for Transport of Unstandardised Items, etc.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>E&amp;S Specialist within the PIU to be appointed.</i>			<i>Investment Needs: Payment of external consultancy for PIU support Responsibility: The Ministry</i>		<ul style="list-style-type: none"> <li>• Capacity-building trainings/workshops documented</li> <li>• List of participants available</li> <li>• E&amp;S Specialist appointed</li> </ul>	
1.	<p><i>In collaboration with the PIU Support Consultant, PIU to develop and implement a Project-specific Environmental and Social Management System (ESMS) with clearly defined roles and responsibilities regarding Project implementation. The ESMS needs to include:</i></p> <ul style="list-style-type: none"> <li>• Environment, Health, Safety and Security (EHSS) Policy,</li> <li>• EHSS objectives and targets,</li> </ul>	<ul style="list-style-type: none"> <li>• Optimisation of E&amp;S management through a formalised system</li> <li>• Minimisation of EHSS related accidents</li> <li>• Compliance with PR 1</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 1</li> <li>• Good international practice</li> </ul>	<p><i>Resources: Ministry's internal resources or included in the Project's budget (as to be agreed with EBRD)</i></p> <p><i>Investment Needs: Payment of external</i></p>	<ul style="list-style-type: none"> <li>• Prior to start of Project implementation</li> </ul>	<p><i>Target: Full compliance with EBRD PR 1 achieved</i></p> <p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> <li>• Project-specific ESMS including contractor management system developed and operational</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> <li>• Identification of legal and other requirements,</li> <li>• Clearly defined roles, responsibilities, and budget for implementation of the ESMS,</li> <li>• Register of E&amp;S aspects and impacts,</li> <li>• EHSS procedures and operational controls to minimise impacts,</li> <li>• Internal and external EHSS monitoring,</li> <li>• Internal EHSS review and audits,</li> <li>• Management reviews.</li> </ul> <p>To develop the ESMS, the PIU/PIU Support Consultant to prepare and implement a training programme that covers EHSS aspects.</p> <p>The ESMS to include the Project-specific contractor</p>			<p>consultancy for PIU support</p> <p>Responsibility: PIU</p>		<ul style="list-style-type: none"> <li>• Project-specific EHSS Policy defined</li> <li>• External audit and monitoring reports prepared</li> <li>• EBRD notified through annual E&amp;S reports</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>management system that will ensure that Contractor(s) working on Project sites meet all requirements. This entails:</i></p> <ul style="list-style-type: none"> <li>• <i>Incorporating relevant ESMP conditions into tendering documents as appropriate, contractually requiring Contractor(s) to apply these standards and provide for mitigation of non-compliance,</i></li> <li>• <i>Overseeing and auditing that Contractor(s) have the knowledge and skills to perform their Project tasks in accordance with contract conditions,</i></li> <li>• <i>In case of further subcontracting, requiring that Contractor(s) have similar arrangements with their subcontractors.</i></li> </ul>						

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
1.	<p><i>In collaboration with the PIU Support Consultant, the PIU to conduct a comprehensive survey of Asbestos-Containing Materials (ACMs) for each Project building and to prepare ACM Registers.</i></p> <p><i>For buildings where ACM suspicion has been confirmed by laboratory test results, tailored ACM Management Plans (ACMMPs) to be prepared based on the ACM survey and the already developed Framework ACMMP<sup>5</sup>.</i></p>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> <li>• Compliance with EBRD requirements</li> <li>• Minimisation of environmental, health and safety risks</li> </ul>	<ul style="list-style-type: none"> <li>• Law on Waste Management and its by-laws<sup>7</sup></li> <li>• Law on OHS and its by-laws</li> <li>• EBRD PR 3 and PR 4</li> <li>• EU Directive on the Protection of Workers from the Risks Related to Exposure to</li> </ul>	<p>Resources: Ministry's internal resources or included in the Project's budget (as to be agreed with EBRD)</p> <p>Investment Needs: Payment of external consultancy for PIU support (for ACM survey and development of ACMMPs)</p>	<ul style="list-style-type: none"> <li>• In the pre-construction phase</li> </ul>	<p>Target: Full compliance with national and EBRD requirements achieved; environmental, health and safety risks minimised</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>• PIU Support Consultant with previous experience in ACMs surveying and ACMMP</li> </ul>	

<sup>5</sup> The Framework ACMMP was developed by ENOVA as part of Project preparation.

<sup>7</sup> 1) the Regulation on the Method of Packaging and Removal of Waste Containing Asbestos; 2) the Regulation on the Treatment and Management of Construction Waste, Methods and Procedures for its Processing and Conditions and Procedures for the Disposal of Asbestos Cement Waste; 3) Rulebook on Waste Classification and Waste Catalogue.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>The PIU and the PIU Support Consultant to attend the EBRD's Asbestos Awareness E-learning Course<sup>6</sup>.</i>		Asbestos at Work	Responsibility: PIU		<ul style="list-style-type: none"> <li>• ACM survey for all Project buildings conducted</li> <li>• ACM Register prepared</li> <li>• Tailored ACMMPs developed (applicable only for buildings where the ACMs presence is confirmed)</li> </ul>	
1.	<i>The PIU to require through tendering and contracts that the Contractor(s) develops and implements a Construction Environmental</i>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> </ul>	<ul style="list-style-type: none"> <li>• National legislation</li> <li>• EBRD PR 1, PR 2, PR 3, PR 4, PR</li> </ul>	Resources: Contractors' internal resources	<ul style="list-style-type: none"> <li>• Preparation and approval of plans in the pre-</li> </ul>	<p>Target: High level of E&amp;S management achieved; construction</p>	

<sup>6</sup> Available at: <https://ebrdelearning.com/asbestos-awareness-e-learning-course>

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><b>and Social Management Plan (CESMP), which includes a Construction Waste Management Plan (CWMP), OHS Plan, and Traffic Management Plan (TMP), based on the developed Project Environmental and Social Management Plan (ESMP).</b></p> <p>For buildings where the presence of ACMs is confirmed (please see item 1.4 above), CESMP to include a tailored AC MMP.</p> <p>The ESMP and developed AC MMPs to be shared with the Contractor(s) through the tendering documentation.</p> <p>When developing the CESMP, Contractor(s) to follow EBRD Briefing Notes<sup>8</sup>.</p>	<ul style="list-style-type: none"> <li>Improvement in Contractor's E&amp;S performance</li> <li>Minimising negative E&amp;S impacts</li> </ul>	<ul style="list-style-type: none"> <li>6, PR 8 and PR 10</li> <li>International practice</li> <li>ISO 39001 - Road Traffic Safety Management</li> </ul>	<p>Investment Needs:</p> <p>Included in Contractors' budget</p> <p>Responsibility:</p> <p>Contractor(s) to develop and implement;</p> <p>PIU to approve;</p> <p>Supervision Engineer/PIU to supervise</p>	<p>construction phase</p> <p>• Implementation of plans during construction phase</p>	<p>activities adequately organised to minimise E&amp;S risks</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>ESMP and AC MMPs included into tendering documentation and shared with the Contractor(s)</li> <li>CESMP, CWMP, TMP and OHS Plan developed and approved</li> <li>All plans implemented</li> </ul>	

<sup>8</sup> Available at: <https://www.ebrd.com/who-we-are/our-values/environmental-and-social-policy/implementation.html>

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>CESMP also to include relevant E&amp;S requirements from permits/approvals to be obtained (listed under 1.1).</i></p> <p><i>CESMP, together with the sub-plans, must be reviewed by the Supervision Engineer and PIU before the commencement of works.</i></p>					<p><i>and updated when necessary</i></p>	
1.	<p><i>The PIU to require through tendering and contracts that the <b>Supervision Engineer's team</b> engages dedicated E&amp;S specialist(s) for monitoring of Contractors' E&amp;S performance.</i></p> <p><i>PIU Support Consultant and the PIU to ensure adequate implementation of the Contractors' plans through regular meetings with the <b>Supervision Engineer</b> and review of the Supervision Engineer's reports on</i></p>	<ul style="list-style-type: none"> <li>• Compliance with EBRD requirements</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 1, PR 2, PR 3, PR 4, PR 6, PR 8, PR 10</li> </ul>	<p><i>Resources: Supervision Engineer's internal resources</i></p> <p><i>Investment Needs: Included in Supervision Engineer's budget</i></p> <p><i>Responsibility:</i></p>	<ul style="list-style-type: none"> <li>• Engagement of E&amp;S Supervisor prior to start of construction</li> <li>• Meetings and review of reports regularly during construction phase</li> </ul>	<p><i>Target: High level of E&amp;S management and full compliance with EBRD requirements achieved</i></p> <p><i>Evaluation Criteria:</i></p> <ul style="list-style-type: none"> <li>• Supervision Engineer's organisational chart along with tasks and responsibilities</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation	
	<i>implementation of E&amp;S measures.</i>			<i>Supervision Engineer to implement; PIU to supervise</i>		<ul style="list-style-type: none"> <li><i>s, prepared and submitted to the PIU during tendering</i></li> <li><i>Supervision Engineer's reports on E&amp;S issues regularly prepared and shared with the PIU</i></li> </ul>		
1.	<p><i>PIU to establish a <b>Communication and Coordination Procedure</b> after the contractor is selected, including:</i></p> <p><i>A formal coordination procedure among construction managers and representatives of educational public institutions (school principals, secretaries, etc.) outlining the processes for</i></p>	<ul style="list-style-type: none"> <li><i>Minimising negative H&amp;S risks for students/ children/staff/ visitors/users</i></li> <li><i>Best practice</i></li> </ul>		<p><i>Resources: PIU's and educational institutions' internal resources</i></p> <p><i>Investment Needs: None</i></p> <p><i>Responsibility:</i></p>		<ul style="list-style-type: none"> <li><i>Preparation and approval of Procedure in the pre-construction phase</i></li> <li><i>Procedure to be shared with the Contractor</i></li> </ul>	<p><i>Target: High level of H&amp;S management achieved; construction activities adequately organised to minimise H&amp;S risks for students/children/staff/ visitors</i></p>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>scheduling, executing and supervising construction activities, with a special emphasis on coordinating noisy construction works.</p> <p>Meetings of educational public institutions staff to discuss works planned for each week, allowing class teachers to prepare for any disruptions and organise online classes promptly and relocate users to other classrooms if needed.</p> <p>Ensuring that facility's staff are regularly informed about potential H&amp;S issues and providing updated on EE measures being implemented as well as instruction on handling any safety incidents related to the works.</p> <p>The Procedure to be <b>shared with the Contractor(s)</b> and</p>			<p>Educational institutions' representatives to implement in cooperation with Contractor(s); PIU to support and supervise</p>	<p>(s) during tendering</p> <ul style="list-style-type: none"> <li>• Implementation during construction</li> </ul>	<p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>• Communication and Coordination Procedure developed by the PIU and approved by the Ministry</li> <li>• Procedure shared with the Contractor(s) and educational institutions' representatives</li> <li>• Information included in reports submitted to the EBRD</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>educational institutions representatives.</i>						
1.	<p><i>In collaboration with the PIU Support Consultant, PIU to submit 6-monthly E&amp;S reports to EBRD during construction, which will provide a summary of E&amp;S performance, including information on ESAP implementation progress.</i></p> <p><i>Monitoring and reporting will address:</i></p> <ul style="list-style-type: none"> <li>• <i>Progress on actions specified in the project ESMP and ESAP</i></li> <li>• <i>Stakeholder engagement activities undertaken, including the resolving of grievances and how they were resolved (as defined in more detail in the Project's Stakeholder Engagement Plan)</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Compliance with EBRD reporting requirements</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Respective E&amp;S covenants in the legal agreement with EBRD</i></li> </ul>	<p><i>Resources: PIU's internal resources or included in the Project's budget (as to be agreed with EBRD)</i></p> <p><i>Investment Needs: Payment of external consultancy for PIU support</i></p> <p><i>Responsibility: PIU</i></p>	<ul style="list-style-type: none"> <li>• <i>As per the loan agreement</i></li> </ul>	<p><i>Target: Regular and on-time reporting to the Bank</i></p> <p><i>Evaluation Criteria:</i></p> <ul style="list-style-type: none"> <li>• <i>Reports in the EBRD-approved format including ESAP implementation progress submitted to the EBRD</i></li> <li>• <i>EBRD notified of any significant changes or accidents</i></li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> <li>• Regulatory and reporting requirements</li> <li>• Any accidents and incidents, including H&amp;S.</li> </ul> <p>Notify EBRD immediately of any significant Project related changes or any incident or accident.</p>						
<b>EBRD PR 2: Labour and Working Conditions</b>							
2.	<p>PIU to require from Contractor(s) during the tendering procedure to submit a statement that the Contractor(s) <b>comply with all Montenegrin labour regulations</b> and will comply with these regulations during construction, taking into</p>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> <li>• Compliance with EBRD</li> </ul>	<ul style="list-style-type: none"> <li>• Labour Law</li> <li>• EBRD PR2</li> </ul>	<p>Resources: Contractors' internal resources Investment Needs: None</p>	<ul style="list-style-type: none"> <li>• During the tendering procedure and construction phase</li> </ul>	<p>Target: Full compliance with Montenegro law and PR 2 requirements achieved Evaluation Criteria:</p>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>consideration that the Montenegrin Labour Law is compliant with PR2 requirements with the exception of the workers grievance mechanism (see below).</i></p> <p><i>PIU also to require from Contractor(s) to establish a workers grievance mechanism in line with PR2.</i></p> <p><i>PIU to ensure monitoring of Contractors' performance through the Supervision Engineer which will include checking complaints and compliance with labour standards in its monthly progress reports for PIU.</i></p>	<p>requirements</p> <ul style="list-style-type: none"> <li>• Ensuring that workers' rights are protected</li> </ul>		<p><i>Responsibility: Contractor(s) to implement; Supervision Engineer/PIU to supervise</i></p>		<ul style="list-style-type: none"> <li>• Provision on compliance with labour standards including establishment of a grievance mechanism for all workers (including sub-contractors) incorporated into the tendering procedure and contracts with Contractor(s)</li> <li>• Statement provided by Contractor(s) that they fully observe all Montenegro labour</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
						<p>regulations and will comply with these during construction</p> <ul style="list-style-type: none"> <li>• Compliance verified through monthly progress reports of the Supervision Engineer, signed off by PIU</li> <li>• Information included in reports submitted to the EBRD</li> </ul>	
<b>EBRD PR 3: Resource Efficiency and Pollution Prevention and Control</b>							
3. The PIU to include in tendering documentation the requirement for all equipment and materials defined by the	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> <li>• Law on Efficient Use of</li> </ul>	Resources: Project Designer's	<ul style="list-style-type: none"> <li>• During the Main Designs'</li> </ul>	Target: Full compliance with national and EBRD			

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><b>Main Designs to strictly adhere to the technical requirements outlined in the Regulation on Minimum Energy Efficiency Requirements for Buildings<sup>9</sup>, to maximise the impacts of greenhouse gases (GHG) reduction/energy savings of planned EE and RE enhancements.</b></p> <p><b><u>Applicable to Primary School "Dzafer Nikocevic" in Gusinje, Primary School "Milan Vukovic" in Herceg Novi, Primary School "Ratko Zaric" in Niksic, Primary School "Luka Simonovic" in Niksic, and the University Dormitory in Podgorica:</u></b></p>	<ul style="list-style-type: none"> <li>• Compliance with EBRD requirements</li> <li>• Reduced energy consumption</li> <li>• Lower GHG emissions</li> </ul>	<p>Energy and its by-laws</p> <ul style="list-style-type: none"> <li>• EBRD PR 3</li> <li>• EBRD Paris Agreement Alignment</li> <li>• EBRD GET requirements</li> </ul>	<p>internal resources</p> <p>Investment Needs: Included in Project Designer's budget</p> <p>Responsibility: Project Designer to implement; independent third party to review<sup>10</sup>; PIU to supervise</p>	<p>development</p>	<p>requirements achieved; energy consumption and GHG emissions reduced; transition to more sustainable heating options enabled</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> <li>• Main Designs aligned with national legislation (and thus EBRD GET and PA requirements)</li> <li>• New heating systems on fuel</li> </ul>	

<sup>9</sup> O.G. of Montenegro, no. 75/15

<sup>10</sup> An independent third party needs to perform an audit of the Main Design, as required by the Law on Spatial Planning and Building Construction (O.G. of Montenegro, no. 64/17) and in line with the Rulebook on Methods of Main Design Audit (O.G. of Montenegro, no. 18/18).

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>The PIU to include in tendering documentation the requirement for Designers to take into account the future transition to heat pumps (which will become feasible once the heating demand is reduced) when dimensioning and selecting the equipment of the new heating systems.</i>					<i>oil designed to enable transition to heat pumps in the future</i>	
3.	<i>Educational institutions' representatives to regularly monitor fuel and electricity consumption, to enable the calculation of GET indicators and the quantification of Project benefits.</i>	<ul style="list-style-type: none"> <li>• Compliance with EBRD requirements</li> </ul>	<ul style="list-style-type: none"> <li>• GET requirements</li> </ul>	<p>Resources: Educational institutions' internal resources</p> <p>Investment Needs: None</p> <p>Responsibility: Educational institutions'</p>	<ul style="list-style-type: none"> <li>• During the Project's operation phase</li> </ul>	<p>Target: Full compliance with EBRD requirements achieved</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>• Data on electricity and fuel consumption collected and</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
				representatives to implement; PIU to supervise		delivered to the PIU	
3.	<p>As defined above in item 1.5, PIU to ensure that the Contractor(s) fully implements the CESMP, accompanying CWMP, and AC MMP (applicable only in buildings where the ACMs presence is confirmed).</p> <p>CWMP to specifically address the management of hazardous waste, including waste from electrical and electronic equipment .</p>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> <li>• Compliance with EBRD requirements</li> <li>• Pollution prevention</li> </ul>	<ul style="list-style-type: none"> <li>• Law on Waste Management and its by-laws<sup>11</sup></li> <li>• EBRD PR 3</li> </ul>	<p>Resources: Contractors' internal resources</p> <p>Investment Needs: Included in Contractors' budget</p> <p>Responsibility: Contractor(s) to implement;</p>	<ul style="list-style-type: none"> <li>• During the Project's construction phase</li> </ul>	<p>Target: Full compliance with national and EBRD requirements achieved; pollution due to improper waste disposal avoided</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>• CWMP fully implemented</li> <li>• AC MMP fully implemented</li> </ul>	

<sup>11</sup> Four different by-laws: 1) the Regulation on the Method of Packaging and Removal of Waste Containing Asbestos; 2) the Regulation on the Treatment and Management of Construction Waste, Methods and Procedures for its Processing and Conditions and Procedures for the Disposal of Asbestos Cement Waste; 3) the Regulation on the Establishment Method and Procedure of the System for Collection, Retrieval, and Processing of Waste from Electrical and Electronic Products, and the Operation of that System; 4) Rulebook on Waste Classification and Waste Catalogue.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
				Supervision Engineer/PIU to supervise		(applicable only in buildings where the ACMs presence is confirmed) <ul style="list-style-type: none"><li>● Waste shipment documentation available</li></ul>	
<b>EBRD PR 4: Health, Safety and Security</b>							
4	<p><i>In case any construction activities must be conducted during the operation of the educational institutions, the following measures are to be implemented:</i></p> <p>1. <i>To mitigate the impacts of <u>indoor air emissions</u> on users, staff and visitors, the Contractor to include in the CESMP the measures listed in the</i></p>	<ul style="list-style-type: none"> <li>● Minimising negative H&amp;S risks for students/ children/staff/ visitors/users</li> </ul>	<ul style="list-style-type: none"> <li>● EBRD PR 4</li> </ul>	<p>Resources: Contractors' internal resources</p> <p>Investment Needs: Included in Contractors' budget</p> <p>Responsibility:</p>	<ul style="list-style-type: none"> <li>● Plans developed prior to the commencement of works and implemented throughout construction</li> </ul>	<p>Target: Safeguarding the health and safety of users, staff and visitors of the educational institutions</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>● H&amp;S incident reports</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>ESMP (dust control, containing and minimising odours, dust and VOC emissions, etc.)</i></p> <p>2. Activities that lead to heightened noise levels must be communicated and performed during the periods suggested by facility management representatives. CESMP to include measures for noise management.</p> <p>3. All exposed electrical components must be unpowered, properly covered and isolated. Provisions must be made to limit the access of facility staff, students/children and visitors to electrical installations.</p> <p>4. Mandate that safety induction training for</p>			<i>Contractor(s) to implement; Supervision Engineer/PIU to supervise</i>			

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>Contractor's workers must include workers' code of conduct, as well as GBVH awareness and prevention training.</i></p> <p><i>To enhance coordination throughout the construction period, the PIU to establish a <u>Communication and Coordination Procedure</u> as detailed in item 1.7 of this ESAP.</i></p> <p><i>The Traffic Management Plan (see item 4.6) must include provisions to ensure children's safety:</i></p> <ul style="list-style-type: none"> <li>• <i>Speed limitations for all vehicles operating near school premises,</i></li> <li>• <i>Temporary walkways to guide children safely,</i></li> </ul>						

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> <li>• Barriers around any construction activities to create a clear separation between the construction area and areas where children are present, and</li> <li>• Safety signage.</li> </ul>						
4	<p><i>The PIU to include in tendering documentation the requirement for all equipment and materials defined by the Main Designs to strictly adhere to fire safety regulations in accordance with the fire safety regulations: Fire Performance of Building Elements<sup>12</sup> and Regulation on Classification of Construction Materials in Relation to their</i></p>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> <li>• Compliance with EBRD requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Law on Protection and Rescue and by-laws</li> <li>• Regulation on the Classification of Construction Materials</li> <li>• Standard for</li> </ul>	<p>Resources: Project Designer's internal resources</p> <p>Investment Needs: Included in Project Designer's budget</p> <p>Responsibility:</p>	<ul style="list-style-type: none"> <li>• During the Main Designs' development</li> </ul>	<p>Target: Full compliance with national legislation and EBRD requirements achieved</p> <p>Evaluation criteria: Fire safety requirements addressed by the Main Designs</p>	

<sup>12</sup> O.G. of the FRY, no. 53/97

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>Reaction and Resistance to Fire<sup>13</sup>.</i></p> <p><i>Additionally, the design provisions must align with the specific requirements of the educational institutions environment regarding occupancy and must not impede or obstruct existing measures for safe evacuation.</i></p>		<ul style="list-style-type: none"> <li>• construction materials</li> <li>• EBRD PR 4</li> <li>• EBRD Paris Agreement Alignment</li> </ul>	<p>Project Designer to implement; Independent third party to review; PIU to supervise</p>			
4	<p><i>The PIU to include in tendering documentation the requirement for all Main Designs to include flood-resistant design principles, emphasising the use of water-resistant materials and effective waterproofing measures.</i></p> <p><b><u>Applicable to Project buildings in Niksic:</u></b></p>	<ul style="list-style-type: none"> <li>• Compliance with EBRD requirements</li> <li>• Minimisation of climate-related impacts</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD Paris Agreement Alignment</li> </ul>	<p>Resources: Project Designer's internal resources</p> <p>Investment Needs: Included in Project Designer's budget</p>	<ul style="list-style-type: none"> <li>• During the Main Designs' development</li> </ul>	<p>Target: Full compliance with EBRD requirements achieved; potential impacts of floods mitigated</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>• Flood protection</li> </ul>	

<sup>13</sup> O.G. of Montenegro, no. 073/17, 042/19

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>The PIU to include in tendering documentation the requirement that newly installed heat pumps and boilers are placed on <b>elevated platforms or raised concrete pads</b> (ranging from 50 to 80 cm in height, depending on the dimensions of the boiler room) to minimise the risk of flood damage.</i>			<i>Responsibility: Project Designer to implement; Independent third party to review; PIU to supervise</i>		<i>measures included in the Main Designs</i>	
4	<i>Designers to account for the expected rise in temperatures of up to 3°C when choosing materials, sizing equipment, and determining the energy needed for cooling, to maximise the Project's contribution to mitigating extreme heat events.</i>	<ul style="list-style-type: none"> <li>• Compliance with EBRD requirements</li> <li>• Minimisation of climate-related impacts</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD Paris Agreement Alignment</li> </ul>	<p><i>Resources:</i> Project Designer's internal resources</p> <p><i>Investment Needs:</i> Included in Project Designer's budget</p> <p><i>Responsibility:</i></p>	<ul style="list-style-type: none"> <li>• During the Main Designs' development</li> </ul>	<p><i>Target:</i> Full compliance with EBRD requirements achieved; potential impacts of future extreme heat events mitigated</p> <p><i>Evaluation Criteria:</i></p> <ul style="list-style-type: none"> <li>• Climate change effects</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
				Project Designer to implement; Independent third party to review; PIU to supervise		considered within the Main Designs	
4	<p><i>While determining the locations of PV modules during the development of Main Designs, designers to consider the outcomes of static calculations and assessments of roofs' structural integrity, in order to ensure that the structures can support the additional load effectively.</i></p> <p><b>Managing risks of the supply chain through the procurement process</b></p> <p><i>Include in the tendering documentation for the</i></p>	<ul style="list-style-type: none"> <li>• Compliance with EBRD requirements</li> <li>• Minimisation of safety risks</li> <li>• Avoid suppliers linked to credible allegations of forced or child labour in their own</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 4 and PR 2</li> <li>• Best practices</li> </ul>	<p>Resources:</p> <p>Project Designer's internal resources for Main Design considerations</p> <p>Contractor(s) for solar component purchase considerations</p> <p>Investment Needs:</p>	<ul style="list-style-type: none"> <li>• During the Main Designs' development</li> <li>• Additional information to be provided prior to the purchase of solar panels</li> </ul>	<p>Target: Full compliance with EBRD requirements achieved;</p> <p>potential safety risks minimised; child and labour related risks in the supply chain for solar components eliminated</p> <p>Evaluation criteria:</p>	

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	<p><i>Contractor(s), including the contract conditions, the following additional requirements, to be submitted by the contractors prior to procurement of the solar PV panels:</i></p> <p>(i) self-declaration from solar panel manufacturer that their products do not contain any components made with forced or child labour, and</p> <p>(ii) supporting evidence of the panel manufacturer's policy document or code of conduct covering both the panel manufacturers' own operations and that of their suppliers of solar components (e.g. solar cells, wafers, polysilicon), which clearly states that forced or child labour is prohibited and that suppliers of solar components must apply the same</p>	operations or in their sub-suppliers' operations		<p><i>Included in Project Designer's budget for Main Design</i></p> <p><i>Responsibility: Project Designer to implement Main Design considerations ; independent third party to review; PIU to supervise</i></p> <p><i>Contractor to comply with additional requirements prior to purchase of PV panels from</i></p>		<ul style="list-style-type: none"> <li>• Static calculations performed</li> <li>• Structural stability and static requirements addressed by the Main Designs</li> <li>• Tender documents, including contract conditions, include the requirement for the solar PV supplier to provide additional information, as requested in the action.</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>prohibitions to their suppliers of solar components.</i>			<i>suppliers; PIU to supervise</i>			
4	<p><i>The PIU to include in tendering documentation the following requirements for Contractor(s) to:</i></p> <ul style="list-style-type: none"> <li>• <i>Perform a risk assessment before mobilisation and construction activities to identify potential hazards, evaluate likelihood and severity of risks, and propose appropriate control measures.</i></li> <li>• <i>Develop method statements for all activities with increased risk for workers such as lifting and hoisting operations, work on heights, works with live electrical installations, etc.</i></li> <li>• <i>Develop and implement an OHS Plan applicable for</i></li> </ul>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> <li>• Compliance with EBRD requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Law on OHS and its by-laws</li> <li>• Law on Protection and Rescue, and its by-laws</li> <li>• EBRD PR 4</li> <li>• EBRD Paris Agreement Alignment</li> <li>• Best practices</li> </ul>	<p><i>Resources: Contractors' internal resources</i></p> <p><i>Investment Needs: Included in Contractors' budget</i></p> <p><i>Responsibility: Contractor(s) to implement; Independent third party to audit and approve OHS Plan; Supervision Engineer/PIU to supervise</i></p>	<ul style="list-style-type: none"> <li>• Plans developed prior to the commencement of works and implemented throughout construction</li> </ul>	<p><i>Target: Full compliance with national legislation and EBRD requirements achieved</i></p> <p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> <li>• Job risk assessment conducted (document developed)</li> <li>• OHS Plan developed and implemented</li> <li>• Training programme developed and training conducted for</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>the construction activities in accordance with the Law on OHS, Regulation on OHS Measures at Temporary and Mobile Construction Sites, Regulation on OHS Plan and Rulebook on OHS Plan.</i></p> <ul style="list-style-type: none"> <li>• <i>Perform training for all employees involved with Project execution. Training programme must cover, as a minimum, all risks and hazards identified during risk assessment with clear instructions on precaution measures and proper selection and use of personal protective equipment. The training will specifically also include worker's code of conduct, as well as GBVH</i></li> </ul>					<p><i>all employees involved with the Project execution performed and documented</i></p> <ul style="list-style-type: none"> <li>• <i>Emergency Preparedness and Response Procedure developed and implemented</i></li> <li>• <i>Operation and maintenance trainings performed and documented</i></li> <li>• <i>TMP developed and implemented</i></li> <li>• <i>ACMMP implemented (only in buildings where the</i></li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>awareness and prevention training.</i></p> <ul style="list-style-type: none"> <li>• <i>Develop and implement an <b>Emergency Preparedness and Response Procedure</b> outlining plan, actions and responsibilities in case of emergency, specifically addressing extreme heat and heavy rainfall events (<b>and floods in Niksic</b>) and activities to safeguard workers' health and safety, encompassing at minimum adjustments in operations and working hours.</i></li> <li><i>Ensure that sufficient type and quantity of firefighting equipment is readily available at construction site and that all personnel are trained in proper use of this equipment.</i></li> </ul>					<i>presence of ACMs is confirmed)</i>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> <li>• Organise <i>operation and maintenance</i> training sessions for the technical staff in educational institutions. These sessions should be developed to cover all potential risks and issues dependent on the specific role of the employee, addressing specific job risks for different positions within the educational institutions. Special attention should be given to maintenance activities to ensure the optimal efficiency of the new systems and enhance the overall functionality of the installed equipment</li> <li>• Develop (in collaboration with educational institutions' representatives) and</li> </ul>						

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>implement construction related <b>Traffic Management Plan</b> with solutions for mitigation traffic congestion and access restrictions, and also to ensure emergency evacuation routes remain unobstructed.</p> <ul style="list-style-type: none"> <li>• Conduct all activities related to ACMs in accordance with the developed <b>ACMMP</b> (applicable only for the buildings where the presence of ACMs is confirmed).</li> </ul>						
4	<p>The Ministry to appoint competent <b>OHS Coordinator(s)</b> during both the design and the construction phases of the Project, as required by Montenegrin law.</p>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> </ul>	<ul style="list-style-type: none"> <li>• Law on OHS and its by-laws</li> </ul>	<p>Resources: Ministry's internal resources or included in the Project's budget (as to</p>	<ul style="list-style-type: none"> <li>• During the Main Designs' development and for construction</li> </ul>	<p>Target: Full compliance with national legislation achieved Evaluation criteria:</p>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
				<p><i>be agreed with EBRD)</i></p> <p><i>Investment Needs:</i> <i>Payment of OHS Coordinator(s)</i></p> <p><i>Responsibility:</i> <i>Ministry</i></p>		<ul style="list-style-type: none"> <li>• <i>OHS Coordinator(s) for design phase appointed</i></li> <li>• <i>OHS Coordinator(s) for construction phase appointed</i></li> </ul>	
4	<p><i>The educational institutions are required to:</i></p> <ul style="list-style-type: none"> <li>• <i>Conduct a Job Hazard Analysis through the engagement of licensed company. This analysis must include assessment of newly introduced jobs and roles, and define necessary measures and equipment required to establish a secure and safe work environment. Ensure regular monitoring of</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Compliance with national legislation</i></li> <li>• <i>Compliance with EBRD requirements</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Law on OHS and its by-laws</i></li> <li>• <i>EBRD PR 4</i></li> <li>• <i>Best practices</i></li> </ul>	<p><i>Resources:</i> <i>Educational institutions' internal resources or included in the Project's budget (as to be agreed with EBRD)</i></p> <p><i>Investment Needs:</i></p>	<ul style="list-style-type: none"> <li>• <i>After Project commissioning and handover</i></li> </ul>	<p><i>Target: Full compliance with national legislation and PR 4 achieved</i></p> <p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> <li>• <i>Job Hazard Analysis conducted by a licensed organisation</i></li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>effectiveness of prescribed measures through assessment of key indicators (such as: number and severity of injuries, loss time injuries and nears misses).</p> <p>Maintain a record of occupational accidents and diseases, as well as dangerous occurrences and accidents.</p> <ul style="list-style-type: none"> <li>• Adopt new or revise existing documents regulating OHS: <b>Rulebook on OHS and Safety Manual.</b> These shall be expanded to cover newly introduced risks pertaining to the operation and maintenance of newly installed infrastructure, all in accordance with the Law and Bylaws</li> </ul>			<p>Payment of external company – licensed organisation</p> <p>Responsibility: Educational institutions' representatives to implement; Ministry to supervise</p>		<ul style="list-style-type: none"> <li>• OHS record keeping established in all buildings OHS Rulebook and Safety Manuals developed (or revised)</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>governing OHS. Prior to revision and upon the completion of the Project, the Contractor to organise maintenance and operation training sessions for the technical staff in educational institutions. These sessions shall be developed to cover all potential risks and issues dependant on specific role of the employee, i.e., to address specific job risks for different positions within the institutions.</p>						
4	<p>All educational institutions to develop <b>Earthquake Emergency Plan</b> in line with the <b>National Earthquake Protection and Rescue Plan</b> which mandates the development of such plans for each school.</p>	<ul style="list-style-type: none"> <li>• Compliance with EBRD requirements</li> <li>• Minimisation of safety risks</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 4</li> </ul>	<p>Resources: Educational institutions' internal resources or included in the Project's budget (as to</p>	<ul style="list-style-type: none"> <li>• As soon as possible</li> </ul>	<p>Target: Full compliance with PR 4 achieved</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>• Earthquake Emergency</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>The plan must outline evacuation procedures and identify safe zones within buildings. Additionally, it should include protocols for coordinating with emergency services and conducting drills and training sessions to ensure individuals are familiar with the appropriate actions to take in the event of an earthquake.</i></p>			<p><i>be agreed with EBRD)</i></p> <p><i>Investment Needs:</i> <i>Payment of external company – licensed organisation</i></p> <p><i>Responsibility:</i> <i>Educational institutions' representatives to implement;</i> <i>Ministry to supervise</i></p>		<p><i>Plan developed and implemented</i></p>	
4	<p><i>All educational institutions are required to <b>implement the corrective measures outlined in the developed Framework Life and Fire Safety Assessment Report:</b></i></p>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> <li>• Compliance with</li> </ul>	<ul style="list-style-type: none"> <li>• Law on OHS and Law on Protection and Rescue</li> <li>• EBRD PR 4</li> </ul>	<p><i>Resources:</i> <i>Budlings' internal resources or included in the Project's</i></p>	<ul style="list-style-type: none"> <li>• As soon as possible</li> </ul>	<p><i>Target: Full compliance with national legislation and PR 4 achieved</i></p>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> <li>Draft an OHS Training Plan and engage a licensed organisation to conduct this training. Keep records of the OHS training.</li> <li>Engage a licensed organisation to develop a Fire Protection Plan. Place the fire extinguishers in accordance with the Fire Protection Plan. Mark the locations of fire extinguishers as to be easily noticeable during an emergency.</li> <li>Engage a licensed organisation to draft Evacuation Plans. Display these plans in hallways and rooms.</li> <li>Engage a licensed organisation to perform</li> </ul>	EBRD requirements	<ul style="list-style-type: none"> <li>Best practices</li> </ul>	<p><i>budget (as to be agreed with EBRD)</i></p> <p><i>Investment Needs:</i> <i>Payment of external company – licensed organisation</i></p> <p><i>Responsibility:</i> <i>Educational institutions' representatives to implement;</i> <i>Ministry to supervise</i></p>		<p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> <li>OHS Training Plan developed and conducted</li> <li>Fire Protection Plan developed and implemented</li> <li>Evacuation Plans prepared and displayed</li> <li>Standpipe system inspection and testing performed</li> <li>Other corrective measures stated in Framework</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>standpipe system inspection and testing.</i>					<i>Life and Fire Safety Assessment Report implemented</i>	
4	<p><i>Technical staff of Project buildings to routinely assess the effectiveness of the sewerage system during rainfall. If any drainage issues are detected, such as visible puddles, slow drainage of stormwater runoff, or accumulation of stormwater in parking lots, staff to promptly notify the city/municipal utility responsible for wastewater management to conduct maintenance/unclogging.</i></p> <p><i>Representatives of educational institutions to define water savings indicators and monitor</i></p>	<ul style="list-style-type: none"> <li>• Compliance with EBRD requirements</li> <li>• Minimization of climate-related impacts</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD Paris Agreement Alignment</li> </ul>	<p><i>Resources: Educational institutions' internal resources</i></p> <p><i>Investment Needs: None</i></p> <p><i>Responsibility: Educational institutions' staff to implement; PIU to supervise</i></p>	<ul style="list-style-type: none"> <li>• During the Project's operation phase</li> </ul>	<p><i>Target: Full compliance with EBRD requirements achieved; potential impacts of future extreme rainfall events, droughts and water stress mitigated</i></p> <p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> <li>• No flood damages recorded</li> <li>• Water savings indicators defined and</li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>performance against targets, aiming for timely identification of any irregularities and implementation of corrective actions (in collaboration with the city/municipal water supply utility, if needed).</i>					<i>monitored in respect with targets</i>	
<b>EBRD PR 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources</b>							
6.1	<p><b>For each Project building with an attic<sup>14</sup>, the Contractor to inspect for the presence of bird nests and bats. If these are found, the CESMP to include specific measures for their relocation, as outlined in the ESMP (please see item 1.5 above):</b></p> <ul style="list-style-type: none"> <li>• Before any action, consult local environmental authorities or the</li> </ul>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> <li>• Compliance with EBRD requirements</li> <li>• Avoiding potential negative</li> </ul>	<ul style="list-style-type: none"> <li>• Law on Nature Protection</li> <li>• EBRD PR 6</li> <li>• EU Birds Directive</li> <li>• EU Habitats Directive</li> <li>• EUROBAT S</li> </ul>	<p>Resources: Contractors' internal resources</p> <p>Investment Needs: Included in Contractors' budget</p> <p>Responsibility:</p>	<ul style="list-style-type: none"> <li>• Inspection of relevant Project buildings, preparation and approval of the CESMP in the pre-construction phase</li> </ul>	<p>Target: Project planning and construction process in line with the ESMP; potential negative impacts on birds and bats avoided</p> <p>Evaluation Criteria:</p>	

<sup>14</sup> Three Project buildings have attics that are **not** being used: Primary School "Ratko Zaric", Primary School "Dusan Obradovic", and Mixed Secondary School "Mladost". Four Project buildings have attics that **are** being used: Primary School "Narodni heroj Savo Ilic", Primary School "25. maj", Primary School "Drago Milovic", and Primary School "Dzafer Nikocevic". Note: Roof reconstruction on the Project building Primary School "Drago Milovic" is underway, and it is reasonable to assume that roof works will not be implemented within the Project as initially planned.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>Environmental Protection Agency (Department of Nature Protection) for guidance and permissions for relocating the bird nest(s) and bats.</p> <ul style="list-style-type: none"> <li>• Plan the relocation outside the nesting season, typically in late summer or early autumn, after young birds have fledged, to minimise disturbance.</li> <li>• Engage a qualified ecologist to safely and legally relocate the nest or bats to a suitable new location.</li> <li>• Ensure all actions comply with relevant wildlife protection laws.</li> </ul>	impacts on birds and bats	<ul style="list-style-type: none"> <li>• Bern convention</li> </ul>	<p>Contractor(s) to inspect Project buildings, develop and implement the CESMP (in collaboration with the engaged ecologist); PIU to approve; Supervision Engineer/PIU to supervise</p>	<ul style="list-style-type: none"> <li>• Implementation during construction phase</li> </ul>	<ul style="list-style-type: none"> <li>• Project buildings with attic inspected for the presence of bird nests and bats</li> <li>• CESMP prepared in line with the ESMP requirements</li> </ul>	
<b>EBRD PR 8: Cultural Heritage and Intellectual Property</b>							
8.1	In all Project buildings where there are statues and/or memorials to freedom fighters	<ul style="list-style-type: none"> <li>• Safeguarding cultural items</li> </ul>	<ul style="list-style-type: none"> <li>• Best practice</li> </ul>	Resources: Contractors' internal resources	<ul style="list-style-type: none"> <li>• Throughout construction</li> </ul>	Target: Cultural items safeguarded	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>of the Second World War, PIU to require from Contractors:</p> <ul style="list-style-type: none"> <li>• To ensure the statues/memorial plaques remain protected during the works to avoid any damage</li> <li>• If necessary, ensure the safe temporary relocation/movement of the statues/memorial plaques before the works begin and their return afterward, in consultation with the principals or representatives of the educational institutions.</li> </ul>			<p>Investment Needs: Included in Contractors' budget</p> <p>Responsibility: Contractor(s) to implement; Supervision Engineer/PIU to supervise</p>		<p>Evaluation criteria:</p> <ul style="list-style-type: none"> <li>• Statues/memorial plaques protected</li> <li>• Principals or representatives of educational institutions consulted</li> <li>• No damage to statues/memorial plaques recorded</li> </ul>	
8.2	<p>During the preparation of the Main Designs, the PIU to:</p> <ul style="list-style-type: none"> <li>• Obtain information from the competent state authority to determine if any building or part of it is subject to intellectual property protection rights.</li> </ul>	<ul style="list-style-type: none"> <li>• Compliance with national legislation</li> </ul>	<ul style="list-style-type: none"> <li>• Law on the Application of Regulations Governing the Protection of</li> </ul>	<p>Resources: PIU's internal resources</p> <p>Investment Needs: None</p> <p>Responsibility: PIU</p>	<p>During the preparation of the Main Designs</p>	<p>Target: Intellectual property rights respected; full compliance with Montenegro law</p> <p>Evaluation Criteria:</p>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> <li>If necessary, obtain consent from the right holder or adapt the Main Design to avoid works on that part of the building.</li> </ul>		Intellectual Property Rights			<ul style="list-style-type: none"> <li>Information obtained from the competent state authority</li> <li>The relevant consents obtained or the Main Designs modified if needed</li> </ul>	

#### EBRD PR 10: Information Disclosure and Stakeholder Engagement

10	<p>As specified in the <b>Stakeholder Engagement Plan (SEP)</b>, the PIU to undertake information disclosure and stakeholder engagement activities <u>including but not limited to:</u></p> <ul style="list-style-type: none"> <li>Disclose SEP, Non-technical Summary, Project Grievance Form and Grievance Leaflet.</li> <li>Implement the grievance mechanism detailed in the</li> </ul>	<ul style="list-style-type: none"> <li>Compliance with EBRD requirements</li> <li></li> <li></li> </ul>	<ul style="list-style-type: none"> <li>EBRD PR 10</li> </ul>	<p>Resources: PIU and Contractors' internal resources</p> <p>Investment needs: None</p> <p>Responsibility: PIU and Contractor(s)</p>	<ul style="list-style-type: none"> <li>Continuously</li> </ul>	<ul style="list-style-type: none"> <li>Target: Meaningful engagement of stakeholders</li> <li></li> <li>Evaluation criteria:</li> <li>Community grievances tracked</li> <li>The public informed about</li> </ul>	
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No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>SEP (particularly to ensure that representatives of educational institutions promptly notify the PIU of any grievances received regarding the construction works (within 24 h)).</i></p> <ul style="list-style-type: none"> <li>• <i>Track grievances by types (topics), including grievances related to GBVH.</i></li> <li>• <i>At least 30 days before construction commences, issue a notice detailing the start and duration of the works and the availability of the public grievance mechanism, to be: (i) published on the websites of Ministry of Education, Science and Innovation and the involved educational institutions, (ii) displayed at the</i></li> </ul>					<p><i>construction works in advance through the channels listed in the SEP</i></p> <ul style="list-style-type: none"> <li>• <i>All information disclosure and engagement efforts documented in progress reports</i></li> </ul>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>entrances to the educational institutions and the reception counters of the University dormitory Podgorica, (iii) displayed at the entrances of spaces that educational institutions lease to business users and/or sent as written notifications to business users by email or post; as well as publication in the media.</i></p> <ul style="list-style-type: none"> <li>• <i>Ensure that the Contractor(s) display a construction site sign at the Project building's entrance, with information on the start date, duration, expected completion, Contractor(s) details and PIU contacts for complaints.</i></li> </ul>						

## 2. Green Project Monitoring Plan

<b>Key performance indicators</b>	<b>Reporting frequency</b>	<b>Target completion date</b>
Annual LFO consumption kWh/year or MWh/year (1)	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Annual pellet consumption kg/year or tonnes/year (2)	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Annual electricity consumption kWh/year or MWh/year	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Solar PV capacity installed kW or MW (3)	Once. After PV installation	2027 or upon works practical completion
Annual renewable electricity production MWh/year (3)	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Solar collectors installed capacity litres (4)	Once. After collectors installation	2027 or upon works practical completion
Annual water consumption m3/year	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Sourcing of biomass from certified providers (2)	Once. Before commencement of works	2025 or before tendering and commencement of works
Detailed design to dimension new heating system's piping allowing future installation of heat pumps (operation at lower temperatures) (5)	Once. Upon completion of detailed design	2025 or upon completion of detailed design, before tendering and commencement of works

Please note that first reporting due date might vary across the 24 buildings, depending on when works will be completed at each site.

Development of the Emergency Preparedness and Response Procedure is required through the ESAP, hence not included in the present GPMP.

(1) For schools using LFO: Secondary school "Gimnazija Niko Rolovic", Bar; Primary school "Stefan Mitrov Ljubisa", Budva; Primary school "Dzafer Nikocevic", Gusinje; Primary school "Milan Vukovic", Herceg Novi; Secondary schools Gimnazija and Srednja pomorska skola, Kotor;

Primary school "Ratko Zaric", Niksic; Primary school "Olga Golovic", Niksic; Primary school "Luka Simonovic", Niksic; Primary school "Pavle Kovacevic", Grahovo, Niksic; Primary school "Pavle Rovinski", Podgorica; Primary school "Sutjeska", Podgorica; Primary school "Dr Dragisa Ivanovic", Podgorica; University dormitory, Podgorica; Primary school "Drago Milovic", Tivat; Mixed secondary school "Mladost", Tivat; Primary school "Dusan Obradovic", Zabljak.

(2) Only for Elementary "25 Maj", Rožaje

(3) Only for buildings where PV is to be installed. PV is not proposed in schools that presented structural constraints

(4) At Kindergarten "JPU Dragan Kovačević Nikšić", Nikšić; and High "Studenstki dom", Podgorica (restaurant building)

(5) Where installation of new, efficient condensing boilers and piping replacement is proposed: Elementary "Džafer Nikočević", Gusinje; Elementary "Milan Vuković", Herceg Novi; Elementary "Ratko Žarić", Nikšić; Elementary "Luka Simonović", Nikšić; High "Studenstki dom", Podgorica (restaurant building)

Izvršna verzija  
(Operativni broj 54660)

UGOVOR O ZAJMU

(Projekat energetske efikasnosti u obrazovanju)

između

CRNE GORE

i

EVROPSKE BANKE  
ZA REKONSTRUKCIJU I RAZVOJ

Ovaj nacrt Ugovora o zajmu pripremljen je samo u svrhu preliminarne rasprave. Mogu se dodati dodatni uslovi, a postojeći tekst je podložan promjenama i konačnom odobrenju od strane Evropske banke za obnovu i razvoj.

Datum \_\_\_\_\_ 2024. godine

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## UGOVOR O ZAJMU

**UGOVOR** od \_\_\_\_\_ 2024. godine između **CRNE GORE** („Zajmoprimac“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“).

## PREAMBULA

**S OBZIROM NA TO DA** je Banka osnovana da obezbjeđuje finansiranje za specifične projekte koji treba da ubrzaju prelaz ka otvorenim tržišno orijentisanim privredama i da promoviše privatnu i preduzetničku inicijativu u određenim zemljama koje su se obavezale i koje primjenjuju principe višepartijske demokratije, pluralizma i tržišnih ekonomija;

**S OBZIROM NA TO DA** Zajmoprimac namjerava da implementira Projekat kako je opisano u Prilogu 1 koji je osmišljen da pomogne Zajmoprimcu u implementaciji mjera energetske efikasnosti i obnovljive energije u dvadeset tri (23) škole i vrtića i jednom (1) đačkom domu širom Crne Gore ("Obrazovne zgrade");

**S OBZIROM NA TO DA** će se Projekat realizovati preko Ministarstva prosvjete, nauke i inovacija Crne Gore („Agencija za izvršenje projekta”);

**S OBZIROM NA TO DA** je Zajmoprimac zatražio pomoć od Banke u finansiranju dijela Projekta;

**S OBZIROM NA TO DA** Banka namjerava da stavi na raspolaganje investicioni grant u iznosu do 4.000.000 eura (četiri miliona eura) kako bi pomogla Zajmoprimcu da implementira projekat („Investicioni grant“) koji finansira Evropski fond za zapadni Balkan kroz Regionalni program energetske efikasnosti („REEP“), podložno odredbama i uslovima ugovora o grantu koji će se zaključiti između Banke i Zajmoprimca ("Ugovor o investicionom grantu");

**S OBZIROM NA TO DA**, Banka je stavila na raspolaganje fond za tehničku pomoć koji obezbeđuje austrijski DRIVE fond u obliku granta za finansiranje izrade studije izvodljivosti energetske efikasnosti u iznosu do 50.000 evra (pedeset hiljada evra) ("TA Grant 1") i Banka namjerava da stavi na raspolaganje sredstva tehničke pomoći koju obezbeđuju donatori u vidu grantova za finansiranje (i) podrške u nabavci za izbor konsultanta jedinice za implementaciju projekta u iznosu do 25.000 evra (dvadeset pet hiljada evra), finansiran od strane Specijalnog fonda za dioničare EBRD-a ("TA Grant 2") i (ii) razvoj programa za podizanje svijesti i sprečavanje rodno zasnovanog nasilja i uznemiravanja (GVBH) u iznosu do 100.000 eura, finansiranog od strane EBRD Gender i Specijalni fond dioničara za ekonomsku inkluziju („TA Grant 3“ i TA Grant 1, TA Grant 2 i TA Grant 3 koji se zajednički nazivaju „TA grantovi“), u skladu sa odredbama i uslovima jednog ili više ugovora o grantu tehničke pomoći za biti zaključen između Banke i Zajmoprimca ("Ugovori o grantu TA");

**S OBZIROM NA TO DA** je Banka pristala na osnovu, između ostalog, gore navedenog da da kredit Zajmoprimcu u iznosu od 20.000.000 eura (dvadeset miliona eura), pod uslovima utvrđenim ili navedenim u ovom ugovoru.

**I S TIM U VEZI**, strane se ovim slažu kako slijedi:

## **ČLAN I - STANDARDNI USLOVI I ODREDBE; DEFINICIJE**

### **Odjeljak 1.01. Unošenje standardnih uslova i odredbi**

Sve odredbe Standardnih uslova i odredbi Banke od 5. novembra 2021. godine su ovim unijete u ovaj Ugovor i primjenjuju se na ovaj Ugovor sa istom snagom i učinkom kao da su ovdje u potpunosti izložene.

### **Odjeljak 1.02. Definicije**

Gdje god da se koriste u ovom Ugovoru (uključujući Preambulu i Priloge), osim ako nije drugačije navedeno ili ako kontekst zahtijeva drugačije, termini definisani u Preambuli imaju odgovarajuća značenja koja su im data u njemu, termini definisani u Standardnim odredbama i uslovima imaju odgovarajuća značenja data im u njemu, a sljedeći izrazi imaju sljedeća značenja:

"Ovlašćenje"	predstavlja bilo koji pristanak, registraciju, dokumentaciju, sporazum, ovjeru, potvrdu, licencu, odobrenje, dozvolu, ovlašćenje ili izuzeće od, od strane ili sa bilo kojim državnim organom, bez obzira da li je dat ili opozvan izričitom radnjom ili se smatra datim ili uskraćenim nedjelovanjem u bilo kojem određenom vremenskom periodu i sva odobrenja ili saglasnosti preduzeća, povjerilaca i dioničara.
"Ovlašćeni predstavnik zajmoprimca"	predstavlja ministar finansija Zajmoprimca.
"Konsultanti "	označava konsultante koji će biti angažovani za implementaciju Projekta kako je navedeno u Odjeljku 3.05.
"ClientNet"	označava internetski portal Banke za prenos dokumenata i informacija između Banke i njenih klijenata, te svaku zamjensku web stranicu o čemu Banka može s vremena na vrijeme obavijestiti Zajmoprimca.
"Određeni zahtjevi za uspješno izvršenje posla"	predstavlja Zahtjeve za uspješno izvršenje posla 1 do 8 i 10 (ili, u zavisnosti od konteksta, bilo koji od takvih Zahtjeva za uspješno izvršenje posla) Zahtjeva učinka od aprila 2019. godine, a koji se odnose na ekološku i socijalnu politiku Banke od aprila 2019. godine.
"Politika i procedure primjene"	znači Politiku i procedure primjene Banke o izvršenju od 4. oktobra 2017. godine.
"Ekološki i socijalni akcioni plan" ili	

"ESAP"

označava plan mjera za zaštitu i unapređenje životne sredine i socijalnih pitanja od 14. avgusta 2024. godine koji su pripremili konsultanti ENOVA, čija je kopija priložena kao Prilog 3, jer se takav plan može s vremenom na vrijeme mijenjati uz prethodnu pismenu saglasnost Banke u skladu sa Odjeljkom 3.04 (c).

"Ekološka i društvena dokumentacija o otkrivanju podataka o klijentima"

označava pisano informaciju koju je Zajmoprimac dostavio Banci ili u ime Zajmoprimca u skladu sa izvještajem o ekološkoj i društvenoj analizi iz avgusta 2024. godine, a koji je pripremila ENOVA, a koji sadrži informacije koje se odnose, između ostalog, na pitanja životne sredine i socijalna pitanja i sve izmjene ili dopune takvih informacija koje Banka prihvata.

"Zakon o životnoj sredini i socijalnoj zaštiti"

označava bilo koji primjenjiv zakon u bilo kojoj relevantnoj jurisdikciji, koji se tiče zaštite okoline, radnika, zajednica ili ljudi pogodjenih projektom.

"Plan upravljanja zaštitom životne sredine i društva"

znači plan upravljanja okolinom i društvom koji je odobrlila EBRD u skladu sa izvještajem o ekološkoj i društvenoj analizi iz avgusta 2024.g.

"Ekološka i socijalna pitanja"

označava bilo koje pitanje koje je predmet bilo kojeg zakona o životnoj sredini i socijalnoj zaštiti, bilo kojeg utvrđenog zahtjeva za uspješno izvršenje posla ili ekološkog i socijalnog akcionog plana.

"Plan monitoringa zelenog projekta"

znači plan dogovoren sa EBRD-om, koji navodi ključne pokazatelje učinka koji se odnose na tranziciju zelene ekonomije, klimatski rizik i usklađenost sa ciljevima Pariškog sporazuma, navedenim u Prilogu 3, budući da se takav plan može s vremenom na vrijeme mijenjati s prethodnim pismena saglasnost EBRD.

"Fiskalna godina "

označava fiskalnu godinu Zajmoprimca koja počinje 1. januara svake godine.

"Državni organ"

označava Vladu Zajmoprimca, ili bilo koju njenu političku jedinicu, bilo državnu, regionalnu ili lokalnu, i bilo koju agenciju, organ, ogrank, odjeljenje, regulatorno tijelo, sud, centralnu banku ili drugi subjekt koji sprovodi izvršnu, zakonodavnu, sudsku, poresku vlast, regulatorna ili administrativna ovlašćenja ili funkcije ili koje se odnose na Vladu ili bilo koju njenu poddjelu (uključujući sva

nadnacionalna tijela), i sve službenike, agente i predstavnike svakog od gore navedenih.

"Krajnji datum raspoloživosti "	znači krajnji datum dostupnosti naveden u Odjeljku 2.02 (f).
"Valuta zajma"	znači EURO.
"Pariski sporazum"	znači međunarodni ugovor usvojen na 21. sjednici Konferencije strana Okvirne konvencije Ujedinjenih naroda o klimatskim promjenama (FCCC/CP/2015/10/Add.1).
"JIP"	označava jedinicu za implementaciju projekta iz Odjeljka 3.02.

### **Odjeljak 1.03. Tumačenja**

U ovom Ugovoru, upućivanje na određeni član, odjeljak ili Prilog će, osim ako je drugačije navedeno u ovom ugovoru, tumačiti kao upućivanje na navedeni član ili odjeljak ili Prilog za ovaj Ugovor.

## **ČLAN II - OSNOVNI USLOVI ZAJMA**

### **Odjeljak 2.01. Iznos i valuta**

(a) Banka je saglasna da Zajmoprimcu, pod uslovima utvrđenim ili navedenim u ovom ugovoru, pozajmi iznos do 20.000.000 eura (dvadeset miliona eura).

### **Odjeljak 2.02. Ostali finansijski uslovi zajma**

- (a) Minimalni iznos za povlačenje iznosi 500.000 EUR.
- (b) Minimalni iznos prijevremene plaćanja je 1.000.000 EUR.
- (c) Minimalni iznos koji se može otkazati je 500.000 EUR, ili u slučaju da je manje od 500.000 EUR ostalo neizmireno, taj preostali iznos.
- (d) Datumi za plaćanje kamate su 30. april i 30. oktobar svake godine.
- (e)
  - (1) Zajmoprimac će otplatiti Zajam u 24 (dvadeset četiri) jednake (ili što je moguće bliže jednake) polugodišnje rate 30. aprila i 30. oktobra svake godine, sa prvim datumom otplate kredita 30. oktobar 2027 g. a posljednji datum otplate kredita 30. april 2039.g.
  - (2) Bez obzira na gore navedeno, u slučaju da Zajmoprimac ne povuče cijeli iznos Zajma prije prvog Datuma otplate Zajma navedenog u ovom Odjeljku 2.02.(e), tada

iznos svakog povlačenja izvršenog na ili nakon prvog Datuma otplate Zajma će se dodijeliti za otplatu u jednakim iznosima na preostale Datume otplate kredita koji padaju nakon datuma takvog povlačenja (s tim što Banka prilagođava tako dodijeljene iznose prema potrebi kako bi se postigli cijeli brojevi u svakom slučaju). Banka će, s vremena na vrijeme, obavijestiti Zajmoprimca o takvim izdvajanjima.

- (f) Krajnji datum raspoloživosti biće 30. oktobar 2030.g., ili kasniji datum koji Banka može po svom nahođenju utvrditi i obavijestiti Zajmoprimca i Garanta.
- (g) Stopa naknade za obaveze iznosi 0,5% godišnje.
- (h) Zajam podliježe promjenjivoj kamatnoj stopi.

### **Odjeljak 2.03. Povlačenja sredstava**

Raspoloživi iznos se može povremeno povući u skladu sa odredbama Priloga 2 za finansiranje (1) izvršenih (ili, ako se Banka s tim saglasi, izdataka koji će tek nastati) u pogledu razumne cijene robe, radova i usluge potrebnih za projekat i (2) Front-end komisija.

## **ČLAN III - IZVOĐENJE PROJEKTA**

### **Odjeljak 3.01. Druge afirmativne odredbe Projekta**

Pored opštih obaveza navedenih u članu IV Standardnih uslova i odredbi poslovanja, Zajmoprimac će, osim ako se Banka drugačije ne dogovori:

- (h) Preduzeti sve potrebne radnje kako bi se obezbijedila adekvatna sredstva za završetak Projekta;
- (i) Staviti na raspolaganje Agenciji za izvršenje projekta sredstva zajma i investicionog granta za implementaciju projekta;
- (j) Obezbijediti da njena Agencija za izvršenje projekta preduzme sve potrebne mјere za implementaciju Projekta i da se pridržava relevantnih uslova ovog sporazuma, Ugovora o investicionom grantu i Ugovora o grantu tehničke pomoći;
- (k) Obezbijediti da njegova Agencija za implementaciju projekta uspostavi Jedinicu za implementaciju projekta sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem u skladu sa projektnim zadatkom Jedinice za implementaciju projekta koji je zadovoljavajući za Banku, i osigura kontinuitet rada Jedinice za implementaciju projekta do Projekat je završen;
- (l) Na prethodni pismeni zahtjev Banke, odmah obezbijediti nezavisnu reviziju/procjenu statusa obrazovne zgrade;
- (m) Obezbijediti redovno održavanje obrazovnih zgrada po potrebi; i

(n) Osloboditi od poreza (uključujući, bez ograničenja, PDV) i carina (uključujući, bez ograničenja, sve carine) sve robe, radove i usluge (uključujući konsultantske usluge), nabavljene za Projekat i finansirane iz sredstava zajma, Investicionog granta ili TA grantova koje Banka stavlja na raspolaganje, ili obezbjediti njihovu nadoknadu.

### **Odjeljak 3.02. Jedinica za implementaciju projekta**

U cilju koordinacije, upravljanja, praćenja i evaluacije svih aspekata implementacije Projekta, uključujući nabavku roba, radova i usluga, kao i konsultantske usluge za Projekat, osim ako nije drugačije dogovoren sa Bankom, Zajmoprimac će osigurati da njegova Agencija za izvršenje projekta uspostavlja i u svakom trenutku tokom izvođenja Projekta, upravlja Jedinicom za implementaciju Projekta sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem, prema projektnim zadacima prihvativim za Banku.

### **Odjeljak 3.03. Nabavke**

Za potrebe Odjeljka 4.03 Standardnih uslova i odredbi poslovanja, sljedeće odredbe će, osim ako se Banka drugačije dogovori, regulisati nabavku robe, radova i usluga, kao i konsultantske usluge potrebne za Projekat i koje će se finansirati iz prihoda Zajma:

- (a) Roba, radovi, usluge i konsultantske usluge nabavljaju se putem otvorenih konkursnih postupaka.
- (b) Za potrebe Odjeljka 3.03(a) otvoreni konkurenčni postupci navedeni su u Odjeljku III, člana 3 Pravila nabavki EBRD-a.
- (c) Svi ugovori podliježu postupcima revizije utvrđenim u Pravilima nabavke EBRD-a i podliježu prethodnoj reviziji od strane Banke.

### **Odjeljak 3.04. Odredbe o usklađenosti sa zaštitom životne sredine i društva**

Bez ograničavanja opštih odredbi Odjeljaka 4.02(a), 4.04(a)(iii) i 5.02(c)(iii) Standardnih uslova i odredbi poslovanja, i osim ako se Banka drugačije ne saglasi:

- (a) Osim ako je drugačije navedeno u Akcionom planu za životnu i društvenu sredinu, Zajmoprimac će i osigurati da njegova Agencija za izvršenje projekta i bilo koji ugovarač sprovode Projekat u skladu sa Određenim Zahtjevima za uspešno izvršenje posla.
- (b) Bez ograničavanja gore navedenog, Zajmoprimac će i osigurati da njegova Agencija za izvršenje projekta savjesno provodi i pridržava se Akcionog plana zaštite životne sredine i društva i povezanog Plana upravljanja čivotnom sredinom i društvom i prati sprovođenje takvih planova u skladu sa sadržanim odredbama o nadzoru u takvim planovima.
- (c) Zajmoprimac i Banka se mogu s vremenom na vrijeme dogоворити да izmjene Ekološki i socijalni akcioni plan kao odgovor na promjene okolnosti Projekta ili Zajmoprimca, nepredviđene događaje i rezultate praćenja. Bez ograničavanja opštosti prethodno navedenog,

(4) ako postoji bilo kakav negativan uticaj na životnu sredinu ili društvo ili pitanje koje nije bilo predviđeno ili razmatrano Ekološkim i socijalnim akcionim planom ili povezanim Planom upravljanja zaštitom životne sredine i društva, bilo u potpunosti ili u pogledu njegove ozbiljnosti,

(5) ako bilo koja mjera za ublažavanje uticaja navedena u ekološkom i socijalnom akcionom planu ili povezanom planu upravljanja okolinom i društvom nije dovoljna za uklanjanje ili smanjenje bilo kakvog uticaja na životnu sredinu ili društvo na nivo koji je predviđen relevantnim Zahtjevima za uspješno izvršenje posla u određenom vremenskom okviru postavljen u ekološkom i socijalnom akcionom planu ili povezanom planu upravljanja životnom i socijalnom sredinom, ili

(6) ako Zajmoprimac, Banka ili inspekcija bilo kog regulatornog ili izvršnog organa utvrdi bilo kakvu materijalnu neusklađenost sa Ekološkim i socijalnim akcionim planom, povezanim Planom upravljanja zaštitom životne sredine i društva, ili sa bilo kojim zakonom o zaštiti životne sredine i društva,

Zajmoprimac će, čim je to razumno izvodljivo i uz saglasnost Banke, razviti i uključiti u ekološki i socijalni akcioni plan ili povezani Plan upravljanja zaštitom životne sredine i društva takve dodatne ili revidirane mjere ublažavanja koje mogu biti neophodne za postizanje usklađenosti sa Navedene zahtjeve učinka, ekološki i socijalni akcioni plan ili ekološke i socijalne zakone, u svakom slučaju na način koji je zadovoljavajući za Banku.

### **Odjeljak 3.05. Konsultanti**

(a) Kako bi pomogao u implementaciji Projekta, Zajmoprimac će, osim ako nije drugačije dogovoren sa Bankom, zaposliti ili angažovati, prema potrebi, i koristiti konsultante čije su kvalifikacije, iskustvo i projektni zadatak zadovoljavajući za Banku, uključujući:

(1) konsultanti za pomoć JIP-u u implementaciji projekta, uključujući, ali ne ograničavajući se na pružanje pomoći u Sprovođenju istraživanja o materijalima koji sadrže azbest (ACM) prije izgradnje, razvoj odgovarajućih ACM registara, pripremu planova upravljanja ACM-om za sve pogodene obrazovne zgrade, obuku za osoblje koji su uključeni u poslove vezane za azbest i pružanje pomoći u upravljanju rizicima u lancu opskrbe solarnih PV komponenti, kako je navedeno u ESAP-u, i

(2) konsultanti za idejni i detaljni projekat i nadzor će biti obezbijedeni u tri odvojena zadatka za tri regiona, koji će obezbijediti brzo i efikasno izvođenje Projekta uz pomoć Agencije za izvršenje projekta, JIP-u i EBRD-u, a odgovornosti konsultanta uključuju pripremu idejnih i detaljnih projekata

, tehničke specifikacije za tendersku dokumentaciju, nadzor i podršku implementaciji ESAP-a, te godišnje E&S (ekološko-socijalno) izvještavanje za Agenciju za izvršenje projekta i JIP (zajedno, „**Konsultanti**”).

(b) Zajmoprimac će obezbijediti, bez naknade, svim Konsultantima angažovanim da pomognu u pitanjima koja se odnose na Projekt ili poslovanje Zajmoprimca sve objekte i podršku potrebnu za obavljanje njihovih funkcija, uključujući kancelarijski prostor, opremu i materijal za fotokopiranje, sekretarske usluge i transporta, kao i svu dokumentaciju, materijale i druge informacije koje mogu biti od značaja za njihov rad.

### **Odjeljak 3.06. Učestalost izvještavanja i zahtjevi za predaju izvještaja**

(a) Počevši od datuma stupanja na snagu, do otplate ili otkazivanja punog iznosa zajma, Zajmoprimac Banci podnosi godišnje izvještaje o Ekološkim i socijalnim pitanjima koja nastaju u vezi sa Zajmoprimcem ili Projektom, kao što je navedeno u Odjeljku 5.02(c)(iii) Standardnih odredbi i uslova, u roku od 60 dana nakon kraja godine o kojoj se izvještava. Takvi izvještaji će uključivati informacije o sljedećim specifičnim pitanjima:

- (1) informacije o usklađenosti Zajmoprimca sa Naznačenim zahtjevima učinka kako je opisano u Odjeljku 3.04(a) i implementaciji Ekološkog i socijalnog akcionog plana i povezanog Plana upravljanja životnom sredinom i društvom;
- (2) informacije o tome kako je Zajmoprimac pratio usklađenost sa Naznačenim zahtjevima učinka i Ekološkim i socijalnim akcionim planom od strane bilo kojeg ugovarača angažovanog na Projektu i sažetak bilo kakvog materijalnog neusklađenosti takvog izvođača sa Naznačenim zahtjevima učinka i Ekološkim i socijalnim akcionim planom i sve mjere preduzete za otklanjanje takve neusklađenosti;
- (3) informacije o implementaciji plana angažovanja zainteresovanih strana i mehanizmu za podnošenje žalbi koje zahtjeva Zahtjev za uspješno izvršenje posla 10, uključujući sažetak svih primljenih pritužbi i načina na koji su takve žalbe riješene;
- (4) informacije o usklađenosti Zajmoprimca sa Ekološkim i socijalnim zakonima u vezi sa Projektom, uključujući opis bilo kojeg zahtjeva, postupka, naloga ili istrage započete ili prijetnje protiv Zajmoprimca, status bilo kojeg Ovlašćenja potrebnog za Projekat, rezultate bilo koje inspekcije koju je izvršilo bilo koje regulatorno tijelo, svako kršenje važećih zakona, propisa ili standarda i svaku popravnu radnju ili novčanu kaznu u vezi s takvim kršenjem, sažetak bilo kojeg materijalnog obavještenja, izvještaja i druge komunikacije o Ekološkim i socijalnim pitanjima u vezi s Projektom koju je dostavio Zajmoprimac bilo kojem regulatornom tijelu i svim drugim okolnostima koje uzrokuju odgovornost Zajmoprimca za bilo koje ekološko i socijalno pitanje;
- (5) informacije o upravljanju zdravljem i bezbjednošću na radu i evidenciju o zdravlju i bezbjednosti na radu u okviru Projekta, uključujući stope nesreća, incidenata izgubljenog vremena i skoro promašaja, sve preventivne ili ublažavajuće mjere koje je preuzeo ili planira Zajmoprimac, bilo kakvu obuku osoblja o zdravlju na radu i sigurnost i sve druge inicijative u vezi sa upravljanjem zdravlja i sigurnosti na radu koje je implementirao ili planirao Zajmoprimac;
- (6) sažetak bilo koje promjene u Ekološkim i socijalnim zakonima koja može imati materijalni uticaj na Projekat;

(7) kopije svih informacija o Ekološkim i socijalnim pitanjima koje Zajmoprimec periodično dostavlja svojim dioničarima ili široj javnosti; i

(8) informacije o ključnim pokazateljima učinka kako je navedeno u Planu praćenja zelenog projekta.

(b) Počevši od Datuma stupanja na snagu, Zajmoprimec će podnosi periodične izvještaje o Projektu iz Odjeljka 4.04(a)(v) Standardnih odredbi i uslova polugodišnje u roku od 30 dana nakon završetka perioda o kojem se izvještava, do Projekta je završeno. Takvi izvještaji će uključivati sljedeće specifične karakteristike:

(1) Sljedeće opšte informacije:

- (A) fizički napredak ostvaren u implementaciji Projekta do datuma izvještaja i tokom izvještajnog perioda;
- (B) stvarne ili očekivane poteškoće ili kašnjenja u implementaciji Projekta i njihov učinak na dinamiku implementacije, te stvarni koraci koji su preduzeti ili planirani za prevazilaženje poteškoća i izbjegavanje kašnjenja;
- (C) očekivane promjene u datumu završetka Projekta;
- (D) ključne kadrovske promjene u osoblju JIP-a, konsultantima ili izvođačima;
- (E) stvari koje mogu uticati na troškove Projekta; i
- (F) bilo koji razvoj ili aktivnost (uključujući, ali ne ograničavajući se na pravne radnje) koja bi mogla uticati na ekonomsku održivost bilo kojeg dijela projekta.

(2) Finansijski izvještaji koji prikazuju detalje o troškovima nastalim u okviru svakog dijela projekta i povlačenja sredstava, zajedno sa izvještajem koji pokazuje:

- (A) originalne procjene troškova;
- (B) revidirane procjene troškova, ako ih ima, s razlozima za promjene;
- (C) prvobitno procijenjeni rashodi i stvarni rashodi do danas;
- (D) razlozi za odstupanja od stvarnih rashoda do danas u odnosu na prvobitno procijenjene rashode do danas;
- (E) ažuriranje izvora sredstava, ako ih ima; i
- (F) procijenjeni rashodi za preostale kvartale u godini.

(3) Kratka izjava o statusu usklađenosti sa svim odredbama sadržanim u ovom Ugovoru.

(c) Odmah po nastanku bilo kakvog incidenta ili nezgode u vezi sa Zajmoprimecem ili Projektom koji ima ili bi mogao imati značajan negativan uticaj na životnu sredinu,

radnike ili na javno zdravlje ili bezbjednost na radu, Zajmoprimac će obavijestiti Banku i odmah nakon toga dati Banci obavještenje o tome navodeći prirodu takvog incidenta ili nezgode i sve korake koje Zajmoprimac preduzima da ih popravi. Kada incident uključuje osjetljive informacije u vezi sa osobom ili bilo kakav rizik od odmazde, prvo obavještenje Banci neće uključivati nikakve detalje o identitetu uključenih osoba. Bez ograničavanja opštosti prethodnog,

(3) incident ili nezgoda koji se odnose na Projekat ako se dogode na bilo kojoj lokaciji koja se koristi za Projekat ili, ako je uzrokovana od strane radnika na Projektu i/ili objekata, opreme, vozila ili plovila koji se koriste za ili u vezi sa Projekatom (bez obzira da li se koristi ili ne, na bilo kojoj lokaciji Projekta i bez obzira da li ga koriste ovlašćena ili neovlašćena lica);

(4) smatra se da incident ili neszgoda imaju značajan negativan uticaj na životnu sredinu ili javno zdravlje ili bezbjednost na radu ako:

- (A) bilo koji primjenjiv zakon zahtijeva da se o takvom incidentu ili nezgodi obavijesti bilo koji državni organ,
- (B) takav incident ili nezgoda uključuje smrt bilo koje osobe (bez obzira da li je takva osoba zaposlena kod Zajmoprimca ili ne),
- (C) više od jedne osobe (bez obzira da li su takve osobe zaposlene kod Zajmoprimca ili ne) zadobilo je tešku povredu koja je zahtijevala hospitalizaciju,
- (D) takav incident uključuje nasilje i uznemiravanje, maltretiranje, zastrašivanje i/ili eksploataciju, uključujući bilo koji oblik rodno zasnovanog nasilja;
- (E) takav incident uključuje prisilni i dječji rad u vezi sa Projektom; ili
- (F) takav incident ili nezgoda je postao, ili će vjerovatno postati javno poznat, bilo putem medijskog izvještavanja ili na drugi način.

(d) Zajmoprimac će odmah obavijestiti Banku o svakom značajnom protestu ili peticiji radnika ili članova javnosti usmjerenoj ili u vezi sa Zajmoprimcem ili Projektom koji bi mogao imati materijalno negativan uticaj na Zajmoprimca ili Projekat ili koji je postao, ili koji će vjerovatno postati javno poznato kroz medijsko praćenje ili na drugi način. U roku od deset dana nakon svakog takvog obavještenja, Zajmoprimac će Banci dostaviti zadovoljavajući izvještaj u kojem će se navesti ishod Zajmoprimčeve istrage o takvom protestu, i sve korake koje je preuzeo ili predložio Zajmoprimac kako bi riješio pitanja postavljena u protest ili peticija.

## ČLAN IV - FINANSIJSKE ODREDBE

### **Odjeljak 4.01. Finansijsa evidencija i izvještaji**

(a) Zajmoprimac će, u odnosu na odjeljenja ili agencije Zajmoprimca odgovorne za izvođenje Projekta ili bilo kojeg njegovog dijela, sprovoditi procedure, evidenciju i račune koji pružaju adekvatan prikaz, u skladu sa međunarodno prihvaćenim računovodstvenim standardima koji se dosljedno primjenjuju, operacije, resurse i izdatke koji se odnose na Projekt i praćenje i nadzor napretka Projekta (uključujući njegove troškove i koristi koje će se iz njega proizvesti).

(b) Zajmoprimac će:

- (1) imaju evidenciju i račune navedene u Odjeljku 4.01(a) za svaku fiskalnu godinu koji su predmet revizije od strane nezavisnih revizora prihvatljivih za Banku u skladu sa međunarodno prihvaćenim principima i standardima revizije;
- (2) dostaviti Banci čim bude dostupan, ali u svakom slučaju ne kasnije od šest mjeseci nakon završetka svake fiskalne godine, izvještaj takve revizije od strane revizora takvog obima i sa takvim detaljima koje Banka može razumno zahtijevati; i
- (3) dostaviti Banci i druge informacije u vezi sa takvim evidencijama i računima, kao i njihovom revizijom, koje Banka može s vremena na vrijeme opravdano zahtijevati.

## ČLAN V - OBUSTAVA; UBRZANJE; OTKAZIVANJE

### **Odjeljak 5.01. Obustava**

Sljedeće je definisano za potrebe Odjeljka 7.01(a)(xvii) Standardnih odredbi i uslova:

- (a) ukoliko zakonodavni i regulatorni okvir koji se primjenjuje na energetski sektor na teritoriji Zajmoprimca bude izmijenjen, suspendovan, ukinut, poništen ili stavljen van snage na način koji nije odobren od strane Banke u pisanoj formi; i
- (b) bilo koji od događaja opisanih u Odjeljku 7.01(a)(x) Standardnih odredbi i uslova dogodili su se u vezi sa bilo kojim od Ugovora o investicionom grantu ili Ugovora o grantu tehničke pomoći, mutatis mutandis, koji događaji takođe uključuju sva prava za Banku zahtijevati povraćaj cijelog ili bilo kojeg dijela granta koji je stavljen na raspolaganje prema takvom sporazumu.

## **Odjeljak 5.02. Ubrzanje dospijeća**

Sljedeće je navedeno za potrebe Odjeljka 7.06(f) Standardnih uslova i odredbi: ukoliko nastupi bilo koji od slučajeva navedenih u Odeljku 5.01 i ne otkloni se u roku od trideset (30) dana nakon što Banka o tome obavesti Zajmoprimca.

## **ČLAN VI – STUPANJE NA SNAGU**

### **Odjeljak 6.01. Prethodni uslovi za stupanje na snagu**

Sljedeće je navedeno za potrebe Odjeljka 9.02(c) Standardnih odredbi i uslova kao dodatni uslovi za stupanje na snagu ovog Ugovora:

- (a) Ugovor o investicionom grantu je potpisani i isporučen i svi uslovi koji prethode njegovoj efektivnosti ili pravu Zajmoprimca da izvrši povlačenja po njemu, osim samo stupanja na snagu ovog Ugovora, su ispunjeni; I
- (b) JIP sa adekvatnim resursima i odgovarajućim kvalifikovanim osobljem, u formi i sadržaju zadovoljavajući za Banku, je uspostavljen i operativan je.

### **Odjeljak 6.02. Prethodni uslovi za prvu isplatu**

Obaveza Banke da izvrši prvu isplatu Zajma (osim u pogledu plaćanja Front-end provizije) podliježe ispunjenju sljedećih uslova koji su u formi i sadržaju zadovoljavajući za Banku:

- (a) Banka će dobiti zadovoljavajući dokaz da je Agencija za izvršenje projekta imenovala Konsultante u skladu sa ovim Ugovorom da pomognu u uslugama kako je navedeno u Odjeljku 3.05(a);
- (b) Osim isplata za konsultantske usluge kako je navedeno u Odjeljku 3.05(a), za potrebe samo prve isplate za dio A Projekta, Banka je primila ključne ugovore o izgradnji za robu, radove i usluge prema Dijelu A Projekta; i
- (c) Ugovori o grantu tehničke pomoći su potpisani i dostavljeni i svi uslovi koji prethode njihovoj efektivnosti ili pravu Zajmoprimca da povuče po njima, osim samo stupanja na snagu ovog Ugovora, su ispunjeni.

### **Odjeljak 6.03. Pravno mišljenje**

- (b) Za potrebe Odeljka 9.03(a) Standardnih uslova, mišljenje ili mišljenja advokata će u ime Zajmoprimca dati Zaštitnik imovinsko pravnih interesa Crne Gore.

### **Odjeljak 6.04. Raskid zbog nestupanja na snagu**

Datum koji pada 180 dana nakon datuma ovog Ugovora određen je za potrebe Odjeljka 9.04 Standardnih odredbi i uslova.

## ČLAN VII - RAZNO

### **Odjeljak 7.01. Obavještenja**

(a) Sljedeće adrese su navedene za potrebe Odjeljka 10.01 Standardnih uslova, osim što će se smatrati da je svako obavještenje dostavljeno rukom, poštom ili u pdf ili sličnom formatu elektronskom poštom:

Za Zajmoprimca:

Ministarstvo finansija Crne Gore  
 Stanka Dragojevica 2  
 81000 Podgorica  
 Crna Gora

Na pažnju: Novica Vukovic  
 Ministar finansija

Email: [mf@mif.gov.me](mailto:mf@mif.gov.me)

Za EBRD:

Evropska banka za obnovu i razvoj  
 5 Bank Street  
 London E14 4BG  
 Ujedinjeno Kraljevstvo

Na pažnju: Bankarske usluge / Operacija br. 54660

Telefon: +44 20 7338 6000  
 E-mail: [bankingservices@ebrd.com](mailto:bankingservices@ebrd.com)

(b) Banka može pozvati Zajmoprimca da se registruje za korištenje ClientNet-a ili drugog oblika elektronske komunikacije i, ako se Zajmoprimac i Banka saglase da koriste ClientNet ili neki drugi oblik elektronske komunikacije, svako obavještenje, prijavu ili drugu komunikaciju Zajmoprimca Banci ili od Banke do Zajmoprimca (osim bilo kakvog obavještenja, aplikacije ili druge komunikacije za koju se ovim Ugovorom zahtijeva da bude u originalu, ovjerenoj ili štampanoj kopiji), može, u skladu sa odredbama i uslovima ClientNet-a ili nekog drugog oblika elektronska komunikacija, biti data ili napravljena postavljanjem takve obavijesti, aplikacije ili druge komunikacije na ClientNet ili poslana u skladu s dogovorenim uslovima u vezi s takvim drugim oblikom elektronske komunikacije.

(c) Svako obaviještenje, prijava ili druga komunikacija dostavljena ručno, vazdušnom poštom ili faksom ili putem ClientNet-a ili drugog dogovorenog oblika elektronske komunikacije biće učinkovita samo kada se stvarno primi (ili učini dostupnom) u čitljivom obliku, pod uslovom da svako obavještenje, prijava ili druga komunikacija koje se prima (ili stavlja na raspolaganje) nakon 17:00 sati u mjestu u

kojem strana kojoj se šalje relevantno obaveštenje, prijava ili komunikacija ima svoju adresu, u svrhu ovog Ugovora, smatra se da stupa na snagu tek sljedećeg dana.

(d) Slijede imena, titule i adrese e-pošte osoba koje su određene kao početni kontakti Zajmoprimca za potrebe bilo kojeg poziva koji Banka može uputiti Zajmoprimcu u vezi sa ClientNet-om:

<i>Ime</i>	<i>Titula</i>	<i>E-mail adresa</i>	<i>Jezik - engleski, ruski, francuski</i>
Novica Vuković	Ministar finansija	<a href="mailto:novica.vuković@mif.gov.me">novica.vuković@mif.gov.me</a>	Engleski
Andrijana Ulić Rajović	Generalni Direktor	<a href="mailto:andrijana.ulic@mif.gov.me">andrijana.ulic@mif.gov.me</a>	Engleski

**U POTVRDU NAVEDENOG, ugovorne strane su, djelujući preko svojih propisno ovlašćenih zastupnika, učinile da ovaj Ugovor bude potpisani u tri originalna primjerka i predaju ga u [Podgorici, Crna Gora] na dan i godinu kako su napred navedeni.**

**CRNA GORA**

Od strane: \_\_\_\_\_  
Ime:  
Titula:

**EVROPSKA BANKA  
ZA REKONSTRUKCIJU I RAZVOJ**

Od strane: \_\_\_\_\_  
Ime:  
Titula:

## PRILOG 1 – OPIS PROJEKTA

1. Svrha Projekta je da pomogne Zajmoprimcu u finansiranju implementacije različitih mjera energetske efikasnosti i tehnologije potencijalno obnovljive energije (fotonaponski paneli i solarni kolektori) u dvadeset četiri (24) javne obrazovne ustanove raspoređene u 10 gradova u Crnoj Gori, koje će dovesti do poboljšanja njihovih energetskih performansi („Projekat“). Očekuje se da će projekat biti sufinansiran investicionim grantom u iznosu do 4,0 miliona eura od EU kroz REEP i tehničkom pomoći do 0,215 miliona eura koju finansiraju austrijski DRIVE fond, EBRD-ov specijalni fond za akcionare i EBRD-ov akcionar za rodnu i ekonomsku inkluziju Specijalni fond. Projekat će se realizovati preko Ministarstva prosvjete, nauke i inovacija Crne Gore.

2. Projekat se sastoji od sljedećih dijelova, podložni modifikacijama o kojima se Banka i Zajmoprimac mogu s vremena na vrijeme dogоворити:

Dio A: Roba, radovi i usluge (koji se finansiraju iz Zajma i Investicionog granta) uključujući konsultantske usluge u skladu sa Odjeljkom 3.05 (koji se finansiraju iz Zajma).

Dio B: Front-end provizija (finansira se iz zajma).

Dio C: Program tehničke pomoći koji će se finansirati iz TA grantova za sljedeće:

- d) Studija izvodljivosti energetske efikasnosti.
- e) Podrška nabavci za izbor konsultanta PIU.
- f) Podizanje svijesti i prevencija GVBH

3. Očekuje se da će projekat biti završen u roku od pet (5) godina od datuma stupanja na snagu.

## **PRILOG 2 - KATEGORIJE I POVLAČENJE SREDSTAVA**

1. Tabela priložena uz ovaj prilog definiše Kategorije, iznos Zajma dodeljen svakoj Kategoriji i procenat izdataka koji će se finansirati u svakoj Kategoriji.
2. Bez obzira na odredbe prethodnog stava 1 ovog člana, nikakvo povlačenje sredstava se neće vršiti po osnovu rashoda koji su nastali prije datuma Ugovora o zajmu.

**Dodatak Prilogu 2**

<b>Kategorija</b>	<b>Iznos Zajma dodijeljen kategoriji (EUR)</b>	<b>Procenat troškova koji će se finansirati</b>
Dio A – Roba, radovi i usluge uključujući konsultantske usluge	19,800,000	100% vrijednosti ugovora bez poreza
Dio B – Front-end komisija	200.000	100%
<b>Ukupno</b>	<b>20,000,000</b>	

## PRILOG 3 – EKOLOŠKI I SOCIJALNI AKCIONI PLAN I PLAN ZA MONITORING ZELENIH PROJEKATA

### **1. EKOLOŠKI I SOCIJALNI (E&S) AKCIONI PLAN**

<i><b>Br.</b></i>	<i><b>Postupak</b></i>	<i><b>E&amp;S (Ekološki i Socijalni) rizici (Odgovornost/ Prednosti)</b></i>	<i><b>Uslov (Zakonodavstv o, EBRD PR, najbolja praksa)</b></i>	<i><b>Resursi, investicione potrebe, odgovornost</b></i>	<i><b>Raspored</b></i>	<i><b>Cilj i kriteriji evaluacije za uspješnu implementaciju</b></i>	<i><b>Status implementa cije</b></i>
<i><b>EBRD PR 1: Procjena i upravljanje ekološkim i društvenim rizicima i uticajima</b></i>							
1.	<i><b>1. Ministarstvo prosvjete, nauke i inovacija Crne Gore („Ministarstvo“) će, na osnovu obima radova koji će biti obuhvaćeni glavnim projektima za svaki objekat projekta, kod Direktorata za inspekcijski nadzor i dozvole pokrenuti postupak preuređenja ili rekonstrukcije u okviru Ministarstva prostornog uređenja, urbanizma i državne imovine.</b></i>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavs tvom</li> </ul>	<ul style="list-style-type: none"> <li>• Crnogorski Zakon o uredenju prostora i građenju i Zakon o zaštiti kulturnih dobra</li> </ul>	<p><i>Resursi:</i></p> <p><i>Interni resursi Ministarstva i Izvođača</i></p> <p><i>Investicione potrebe:</i></p> <p><i>Plaćanje naknada potrebnih za dobijanje dozvola/saglas nosti</i></p> <p><i>Odgovornost:</i></p> <p><i>JIP</i></p>	<p><u><i>U slučaju preuređenja:</i></u></p> <ul style="list-style-type: none"> <li>• Prijave za radove na preuređenj u i obavještenj e Uprave za zaštitu kulturnih dobra Crne Gore – prije početka radova</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa nacionalnim zahtjevima za izdavanje dozvola</i></p> <p><i>Kriterijumi ocjenjivanja: Dobijene sve projektne dozvole/saglasnost i Registar dozvola kreiran</i></p>	

<p><i>Ukoliko su projektne aktivnosti kategorisane kao preuređenje<sup>15</sup>, Ministarstvo prije početka radova direkciji podnosi zahtjeve za preuređenje. Za radove na objektima Projekta u Kotoru neće biti potrebni nikakvi uslovi za izdavanje konzervatorskih uslova. Međutim, o radovima će biti neophodno obavijestiti Upravu za zaštitu kulturnih dobara Crne Gore.</i></p> <p><i>U slučaju da se projektne aktivnosti klasifikuju kao rekonstrukcija<sup>16</sup>, Ministarstvo treba pribaviti:</i></p> <ul style="list-style-type: none"> <li>• <i>Urbanističko-tehnički uslovi (UTC) iz Ministarstva prostornog uređenja, urbanizma i državne imovine</i></li> </ul>			<ul style="list-style-type: none"> <li>• <i>U slučaju rekonstrukcije:</i></li> <li>• <i>UTC (urbanističko-tehnički uslovi) i uslovi očuvanja – prije izrade glavnog projekta</i></li> <li>• <i>Odobrenje projekta konzervacije – nakon izrade glavnog projekta za objekte u Kotoru i prije</i></li> </ul>		
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<sup>15</sup> Preuređenje podrazumijeva radove na postojećem objektu kojima se: mijenja organizacija prostora u objektu, zamjenjuju uređaji, postrojenja, oprema i instalacije čime se ne utiče na stabilnost i sigurnost konstrukcije, ne mijenjaju se konstruktivni elementi, ne mijenja se spoljašnji izgled i ne utiču na sigurnost susjednih objekata, saobraćaj, zaštitu od požara i okolinu.

<sup>16</sup> Rekonstrukcija podrazumijeva radove na postojećem objektu koji rezultiraju: dogradnjom i dogradnjom, sanacijom oštećenih konstrukcija, ojačanjem konstrukcije, zamjenom instalacija, uređaja, postrojenja i opreme, izmjenom postojećeg procesa proizvodnje i drugim radovima koji utiču na stabilnost i sigurnost konstrukcije, izmjenom konstrukcije elemenata, mijenjanje spoljašnjeg izgleda objekta u odnosu na konačni projekat, uticaja na okolinu i sigurnost susjednih objekata i saobraćaja, mijenjanje vodnog režima, mijenjanje uslova zaštite prirodnog i nepokretnog kulturnog naslijeda.

<ul style="list-style-type: none"> <li>• Konzervatorski uslovi od strane Ministarstva prostornog uređenja, urbanizma i državne imovine, uz saglasnost na Konzervatorski projekat od Uprave za zaštitu kulturnih dobara Crne Gore (<b>važi samo u Kotoru</b>)</li> <li>• Konačni prijem konzervatorskih radova od Uprave za zaštitu kulturnih dobara Crne Gore (<b>važi samo u Kotoru</b>)</li> </ul> <p>Dodatno, Ministarstvo treba dostaviti Prijavu o građevinskim radovima Ministarstvu prostornog uređenja, urbanizma i državne imovine, a Obaviještenje o građevinskim radovima na kulturnim dobrima (<b>važi samo u Kotoru</b>) Upravi za zaštitu kulturnih dobara Crne Gore, najmanje 15 dana prije početka radova.</p>			<ul style="list-style-type: none"> <li>• njegove finalizacije</li> <li>• Obaveštenje o građevinskih radovima i Obaveštenje o građevinskih radovima na kulturnim dobrima – u roku od 15 dana pre početka radova</li> <li>• Konačni prijem konzervatorskih radova – nakon završetka radova u Kotoru</li> </ul>		
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	<p><i>S obzirom na Odluku o zabrani izvođenja radova u ljetnom periodu<sup>17</sup>, za Projektne objekte u primorskim gradovima (Bar, Budva, Herceg Novi, Kotor i Tivat), Ministarstvo će tražiti saglasnost predsjednika opština za nastavak radova na Projektne zgrade tokom ljetne pauze.</i></p> <p><i>JIP da osigura da Izvođač takođe dobije sve relevantne dozvole i odobrenja<sup>18</sup> prije početka radova.</i></p> <p><i>Registar dozvola treba da kreira JIP i da se redovno ažurira.</i></p>			<p><i>Izvođač(i) treba da pribavi dozvole/saglasnosti prije početka radova.</i></p>		
1	<p><i>.2. Ministarstvo će angažovati Konsultanta za podršku JIP-a kako bi se olakšala izgradnja kapaciteta za JIP i osoblje uključeno u projekat, posebno u vezi sa zahtjevima ESP-a EBRD-a, kao i</i></p>	<ul style="list-style-type: none"> <li>• • Uskladjenost sa ESP-om</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 1</li> </ul>	<p><i>Resursi: Interni resursi Ministarstva ili uključeni u budžet projekta (prema</i></p>	<ul style="list-style-type: none"> <li>• Prije početka implementacija cije Projekta</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa EBRD-ovim ESP-om</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p>

<sup>17</sup> Odluke su dostupne na zvaničnim sajtovima opština Bar, Budva, Herceg Novi, Kotor i Tivat.

<sup>18</sup> Tačan spisak potrebnih dozvola i saglasnosti će se utvrditi nakon izrade Glavnih projekata, ali može uključivati sljedeće: Saglasnost na Plan upravljanja otpadom za građenje i/ili opasni otpad, Dozvolu za postavljanje privremenih objekata, Dozvolu za transport Nestandardizovani artikli itd

	<p><i>zahjevima za praćenje i izještavanje o aspektima E&amp;S, uključujući upravljanje izvođačima.</i></p> <p><i>Imenovati stručnjaka za E&amp;S unutar JIP.</i></p>			<p><i>dogovoru sa EBRD-om)</i></p> <p><i>Investicione potrebe:</i> <i>Plaćanje vanjskih konsultantskih usluga za podršku JIP</i></p> <p><i>Odgovornost:</i> <i>Ministarstvo</i></p>		<ul style="list-style-type: none"> <li>• <i>Angažovan konsultant za podršku JIP</i></li> <li>• <i>Dokumentirane obuke/radionicе za izgradnju kapaciteta</i></li> <li>• <i>Dostupna lista učesnika</i></li> <li>• <i>Imenovan stručnjak za E&amp;S</i></li> </ul>	
1.	<p><b>3.U saradnji sa konsultantom za podršku JIP-a, JIP treba da razvije i implementira sistem upravljanja životnom i društvenom sredinom (ESMS) specifičan za projekat sa jasno definisanim ulogama i odgovornostima u vezi sa implementacijom Projekta. ESMS treba uključiti:</b></p> <ul style="list-style-type: none"> <li>• Politika zaštite okoline, zdravlja, bezbjednosti i sigurnosti (EHSS),</li> <li>• EHSS ciljevi i ciljevi,</li> <li>• Identifikacija zakonskih i drugih zahtjeva,</li> </ul>	<ul style="list-style-type: none"> <li>• Optimizacija</li> <li>• Dobra upravljanja E&amp;S kroz formalizovani sistem</li> <li>• Minimiziranje nezgoda vezanih za EHSS</li> <li>• Usklađenost sa PR 1</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 1</li> <li>• Dobra međunarodna praksa</li> </ul>	<p><i>Resursi:</i> <i>Interni resursi Ministarstva ili resursi uključeni u budžet projekta (po dogovoru sa EBRD-om)</i></p> <p><i>Investicione potrebe:</i> <i>Plaćanje vanjskih konsultantskih usluga za podršku JIP-u</i></p>	<ul style="list-style-type: none"> <li>• Prije početka implementacije Projekta</li> </ul>	<p><i>Cilj:</i> Postignuta puna usklađenost sa EBRD PR 1</p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Razvijen i operativan ESMS specifičan za projekat uključujući sistem upravljanja izvođačimal</li> <li>• Definisana EHSS politika</li> </ul>	

	<ul style="list-style-type: none"> <li>• Jasno definisane uloge, odgovornosti i budžet za implementaciju ESMS-a,</li> <li>• Registar E&amp;S aspekata i uticaja,</li> <li>• EHSS procedure i operativne kontrole za minimiziranje uticaja,</li> <li>• Interni i eksterni EHSS monitoring,</li> <li>• Interni EHSS pregled i revizije,</li> <li>• Recenzije menadžmenta.</li> </ul> <p>Za razvoj ESMS-a, konsultant za podršku JIP-u/JIP da pripremi i implementira program obuke koji pokriva aspekte EHSS-a.</p> <p><i>ESMS će uključiti sistem upravljanja izvođačem specifičnim za projekat koji će osigurati da izvođač(i) koji rade na projektnim lokacijama ispunjavaju sve zahtjeve. Ovo podrazumeva:</i></p> <ul style="list-style-type: none"> <li>• Uključivanje relevantnih uslova ESMP-a u tendersku dokumentaciju</li> </ul>		<p><i>Odgovornost: JIP</i></p>		<p><i>specifična za projekat</i></p> <ul style="list-style-type: none"> <li>• Pregledani izvještaji eksterne revizije i monitoring</li> <li>• EBRD obaviještena putem godišnjih E&amp;S izvještaja</li> </ul>	
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	<p><i>prema potrebi, ugovorno zahtijevajući od Izvođača(a) da primjenjuje ove standarde i obezbijedi ublažavanje neusklađenosti,</i></p> <ul style="list-style-type: none"> <li>• Nadgledanje i revizija da Izvođač(i) imaju znanja i vještine za obavljanje svojih projektnih zadataka u skladu sa uslovima ugovora,</li> <li>• U slučaju daljeg podugovaranja, zahtijevajući da Izvođač(i) imaju slične aranžmane sa svojim podizvođačima.</li> </ul>					
1	<p><i>4.U saradnji sa konsultantom za podršku JIP-u, JIP će provesti sveobuhvatno istraživanje materijala koji sadrže azbest (ACM) za svaku zgradu projekta i pripremiti ACM registre.</i></p> <p><i>Za zgrade u kojima je sumnja na ACM potvrđena</i></p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavs tvom</li> <li>• Usklađenos t sa</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o upravljanju otpadom i njegovi podzakonsk i akti<sup>21</sup></li> <li>• Zakon o zaštiti na radu i</li> </ul>	<p><i>Resursi:</i> <i>Interni resursi Ministarstva ili resursi uključeni u budžet projekta (po dogовору sa EBRD-om)</i></p>	<ul style="list-style-type: none"> <li>• <i>U fazi prije izgradnje</i></li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa nacionalnim i EBRD zahtjevima; ekološki, zdravstveni i sigurnosni rizici svedeni na minimum</i></p>

<sup>21</sup> 1) Pravilnik o načinu pakovanja i uklanjanja otpada koji sadrži azbest; 2) Pravilnik o tretmanu i upravljanju građevinskim otpadom, metodama i postupcima njegove obrade i uslovima i postupcima za odlaganje otpada od azbestnog cementa; 3) Pravilnik o klasifikaciji otpada i katalogu otpad.

	<p><i>rezultatima laboratorijskih ispitivanja, prilagođeni ACM planovi upravljanja (ACMMP) će se pripremiti na osnovu ACM istraživanja i već razvijenog okvira ACMMP<sup>19</sup>.</i></p> <p><i>JIP i JIP konsulant za podršku će pohađati EBRD-ov kurs e-učenja o svijesti o azbestu<sup>20</sup>.</i></p>	<p><i>zahtjevima EBRD-a</i></p> <ul style="list-style-type: none"> <li>● <i>Minimizira nje rizika po životnu sredinu, zdravlje i sigurnost</i></li> </ul>	<p><i>podzakonsk i akti</i></p> <ul style="list-style-type: none"> <li>● <i>EBRD PR 3 i PR 4</i></li> <li>● <i>Direktiva EU o zaštiti radnika od rizika povezanih s izloženošću azbestu na radu</i></li> </ul>	<p><i>Investicione potrebe:</i></p> <p><i>Plaćanje vanjskih konsultantskih usluga za podršku JIP-u (za ACM istraživanje i razvoj ACMMP-a)</i></p> <p><i>Odgovornost:</i></p> <p><i>JIP</i></p>	<p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>● <i>Angažovan konsulant za podršku JIP-a sa prethodnim iskustvom u istraživanju ACM-a i razvoju ACMMP-a</i></li> <li>● <i>Sprovedeno ACM istraživanje za sve zgrade Projekta</i></li> <li>● <i>Pripremljen registar ACMred</i></li> <li>● <i>Razvijeni prilagođeni ACMMP (primjenjivi samo za zgrade u kojima je potvrđeno</i></li> </ul>	
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<sup>19</sup> Okvirni ACMMP je razvila ENOVA kao dio pripreme projekta.

<sup>20</sup> Dostupno na: <https://ebrdelearning.com/asbestos-awareness-e-learning-course>

					<i>prisustvo ACM-a.)</i>	
1	<p>5.JIP putem tendera i ugovora zahtijeva da Izvođač (izvođači) razviju i implementiraju <b>Plan upravljanja okolinom i društвom u izgradnji (CESMP)</b>, koji uključuje <b>Plan upravljanja građevinskim otpadom (CWMP)</b>, <b>Plan zaštite na radu i Plan upravljanja saobraćajem (TMP)</b>, na osnovu izrađenog <b>Projektnog Plana upravljanja životnom sredinom i društвom (ESMP)</b>.</p> <p>Za zgrade u kojima je potvrđeno prisustvo ACM (pogledajte tačku 1.4 iznad), CESMP treba uključiti prilagođeni ACMMMP. ESMP i razvijeni ACMMMP-i koji se dijele sa Izvođačem(ima) kroz tendersku dokumentaciju.</p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavstvom</li> <li>• Poboljšanje E&amp;S performansi Izvođača</li> <li>• Minimiziranje negativnih E&amp;S uticaja</li> </ul>	<ul style="list-style-type: none"> <li>• Nacionalno zakonodavs tvo</li> <li>• EBRD PR 1, PR 2, PR 3, PR 4, PR 6, PR 8 i PR 10</li> <li>• Međunarod na praksi</li> <li>• ISO 39001 -</li> </ul>	<p><i>Resursi:</i> Interni resursi izvođača radova</p> <p><i>Investicione potrebe:</i> Uključeno u budžet Izvođača</p> <p><i>Odgovornost:</i> Izvođač(i) za razvoj i implementaciju ; PIU da odobri; Nadzorni inženjer/JIP za nadzor</p>	<ul style="list-style-type: none"> <li>• Priprema i odobravanje planova u fazi predizgradnje</li> <li>• Implementacija planova u fazi izgradnje</li> </ul>	<p><i>Cilj:</i> Postignut visok nivo upravljanja E&amp;S; građevinske aktivnosti adekvatno organizovane kako bi se minimizirali E&amp;S rizici</p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• ESMP i ACMMMP uključeni u tendersku dokumentaciju i podijeljeni sa Izvođačem(im a)</li> <li>• Plan CESMP, CWMP, TMP i OHS razvijen i odobren</li> <li>• Svi planovi implementirani</li> </ul>

	<p><i>Prilikom izrade CESMP-a, Izvođač(i) treba da prate EBRD izvještaje<sup>22</sup>.</i></p> <p><i>CESMP takođe treba uključiti relevantne E&amp;S zahtjeve iz dozvola/odobrenja koje treba dobiti (navedene pod 1.1).</i></p> <p><i>CESMP, zajedno sa podplanovima, moraju biti pregledani od strane nadzornog inženjera i PIU prije početka radova.</i></p>				<p><i>i i ažurirani po potrebi</i></p>	
1	<p><b>6. PIU da putem tendera i ugovora zahtijeva da tim nadzornog inženjera angažuje posvećene stručnjake za E&amp;S za praćenje E&amp;S učinka Izvođača.</b></p> <p>Konsultant za podršku i PIU da osiguraju adekvatnu implementaciju planova izvođača kroz redovne sastanke sa nadzornim inženjerom i pregled izvještaja nadzornog inženjera</p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa zahtjevima EBRD-a</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 1, PR 2, PR 3, PR 4, PR 6, PR 8, PR 10</li> </ul>	<p><i>Resursi: Interni resursi nadzornog inženjera</i></p> <p><i>Investicione potrebe: Uključeno u budžet nadzornog inženjera</i></p> <p><i>Odgovornost:</i></p>	<ul style="list-style-type: none"> <li>• Angažovanj e E&amp;S nadzora prije početka izgradnje</li> <li>• Redovni sastanci i pregled izveštaja tokom faze izgradnje</li> </ul>	<p><i>Cilj: Postignut visok nivo upravljanja E&amp;S i puna usklađenost sa zahtjevima EBRD-a</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Organizaciona šema inženjera nadzora sa zadacima i odgovornostim a,</li> </ul>

<sup>22</sup> Dostupno na: <https://www.ebrd.com/who-we-are/our-values/environmental-and-social-policy/implementation.html>

	<p><i>o implementaciji mjera zaštite i zaštite životne sredine.</i></p>			<p><i>Inženjer nadzora za implementaciju ; PIU da nadgleda</i></p>		<p><i>pripremljena i dostavljena PIU-u tokom tendera</i></p> <ul style="list-style-type: none"><li><i>Redovno se pripremaju izvještaji nadzornog inženjera o pitanjima E&amp;S i dijele PIU</i></li></ul>	
1	<p><i>7. JIP da uspostavi Proceduru komunikacije i koordinacije nakon odabira izvođača, uključujući: Formalni postupak koordinacije između rukovodilaca građevinskih radova i predstavnika obrazovnih javnih institucija (direktori škola, sekretari, itd.) u kojem su navedeni procesi za zakazivanje, izvođenje i nadzor građevinskih aktivnosti, sa posebnim naglaskom na koordinaciju bučnih građevinskih radova. Sastanci osoblja javnih obrazovnih ustanova na</i></p>	<ul style="list-style-type: none"><li><i>Minimizira nje negativnih H&amp;S rizika za studente/djecu/osoblje /posjetioce/korisnike</i></li></ul>	<ul style="list-style-type: none"><li><i>Najbolja praksa</i></li></ul>	<p><i>Resursi: Interni resursi JIP-a i obrazovnih institucija</i></p> <p><i>Investicione potrebe: Nema</i></p> <p><i>Odgovornost: Predstavnici obrazovnih institucija implementirati u saradnji sa Izvođačem(ima);</i></p>	<ul style="list-style-type: none"><li><i>Priprema i odobravanje Procedure u fazi predizgradnje</i></li><li><i>Procedura koja se dijeli sa Dobavljače m(ima) tokom tendera</i></li><li><i>Implementacija tokom izgradnje</i></li></ul>	<p><i>Cilj: Postignut visok nivo upravljanja H&amp;S; građevinske aktivnosti adekvatno organizovane kako bi se minimizirali H&amp;S rizici za studente/djecu/osoblje/posjetioce</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"><li><i>Procedura komunikacije i koordinacije koju je izradio</i></li></ul>	

	<p><i>kojima se razgovaralo o planiranim radovima za svaku sedmicu, omogućavajući razrednim starješinama da se pripreme za bilo kakve smetnje i da promptno organizuju onlajn nastavu i po potrebi prebace korisnike u druge učionice.</i></p> <p><i>Osigurati da osoblje objekta bude redovno obavještavano o potencijalnim problemima u vezi sa H&amp;S i pružanje ažuriranih informacija o mjerama EE koje se provode, kao i instrukcije o postupanju sa svim sigurnosnim incidentima u vezi sa radovima.</i></p> <p><i>Procedura se dijeli sa Izvođačem(ima) i predstavnicima obrazovnih institucija.</i></p>		<p><i>JIP za podršku i nadzor</i></p>		<ul style="list-style-type: none"> <li>• <i>JIP i odobrilo Ministarstvo</i></li> <li>• <i>Procedura podijeljena sa Izvođačem(im a) i predstavnicim a obrazovnih institucija</i></li> <li>• <i>Informacije uključene u izvještaje dostavljene EBRD-u</i></li> </ul>
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I	<p>8. U saradnji sa konsultantom za podršku JIP-a, JIP će dostaviti EBRD-u šestomjesečne E&amp;S izvještaje tokom izgradnje, koji će pružiti sažatak E&amp;S učinka, uključujući informacije o napretku implementacije ESAP-a.</p> <p><i>Praćenje i izvještavanje će se baviti:</i></p> <ul style="list-style-type: none"> <li>• Napredak u aktivnostima navedenim u projektima ESMP i ESAP</li> <li>• Preduzete aktivnosti angažmana zainteresovanih strana, uključujući rješavanje pritužbi i način na koji su riješene (kao što je detaljnije definisano u Planu angažmana projekta zainteresovanih strana)</li> <li>• Regulatorni zahtjevi i zahtjevi za izvještavanje</li> <li>• Sve nezgode i incidenti, uključujući H&amp;S.</li> </ul>	<ul style="list-style-type: none"> <li>• Usklađenos t sa zahtjevima izvještavan ja EBRD-a</li> </ul>	<ul style="list-style-type: none"> <li>• Odgovaraj uće E&amp;S odredbe u pravnom sporazumu sa EBRD</li> </ul>	<p><i>Resursi:</i> Interni resursi JIP-a ili resursi uključeni u budžet projekta (prema dogовору са EBRD-ом)</p> <p><i>Investicione potrebe:</i> Plaćanje vanjskih konsultantskih usluga za podršku JIP-u</p> <p><i>Odgovornost:</i> JIP</p>	<ul style="list-style-type: none"> <li>• Prema ugovoru o zajmu</li> </ul>	<p><i>Cilj:</i> Redovno i pravovremeno izvještavanje Banke</p> <p><i>Kriterijumi evaluacije:</i></p> <ul style="list-style-type: none"> <li>• Izvještaji u formatu koji je odobrila EBRD uključujući napredak implementacij e ESAP-a dostavljeni EBRD-u</li> <li>• EBRD je obaviješten o svim značajnim promjenama ili nesrećama</li> </ul>	
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	<p><i>Obavijestite EBRD odmah o svim značajnim promjenama u vezi sa Projektom ili bilo kojem incidentu ili nesreći.</i></p>					
<b>EBRD PR 2: Rad i uslovi rada</b>						
2	<p><i>1. JIP da zahtijeva od Izvođača(a) tokom tenderske procedure da dostavi izjavu da Izvođač(i) poštuje(u) sve crnogorske propise o radu i da će se pridržavati ovih propisa tokom izgradnje, uzimajući u obzir da je crnogorski Zakon o radu usklađen sa zahtjevima PR2 sa izuzetkom mehanizma za pritužbe radnika (vidi dolje).</i></p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavs tvom</li> <li>• Usklađenos t sa zahtjevima EBRD-a</li> <li>• Osigurava nje zaštite</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o radu</li> <li>• EBRD PR2</li> </ul>	<p><i>Resursi: Interni resursi izvođača radova</i></p> <p><i>Investicione potrebe:</i></p> <p><i>Nema</i></p> <p><i>Odgovornost:</i></p> <p><i>Izvođač(i) za implementaciju ;</i></p>	<ul style="list-style-type: none"> <li>• Tokom tenderske procedure i faze izgradnje</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa crnogorskim zakonom i zahtjevima PR 2</i></p> <p><i>Kriterijumji ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Odredba o usklađenosti sa standardima rada,</li> </ul>

	<p><i>JIP takođe da zahtijeva od izvođača(a) da uspostave mehanizam za podnošenje pritužbi radnika u skladu sa PR2.</i></p> <p><i>JIP da osigura praćenje rada Izvođača preko Nadzornog inženjera, što će uključivati provjeru pritužbi i usklađenost sa standardima rada u svojim mjesecnim izvještajima o napretku za JIP.</i></p>	<p><i>prava radnika</i></p>		<p><i>Nadzorni inženjer/JIP za nadzor</i></p>	<p><i>uključujući uspostavljanje žalbenog mehanizma za sve radnike (uključujući podizvođače) uključenih u tendersku proceduru i ugovore sa Izvođačem(im a)</i></p> <ul style="list-style-type: none"> <li>● <i>Izjava koju je dao Izvođač(i) da u potpunosti poštiju sve crnogorske propise o radu i da će ih poštovati tokom izgradnje</i></li> <li>● <i>Usklađenost je potvrđena kroz mjesecne izvještaje o napretku nadzornog</i></li> </ul>	
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						<i>inženjera, koje je potpisala JIP</i>	
<b>EBRD PR 3: Efikasnost resursa i prevencija i kontrola zagađenja</b>							
3. I.JIP da u tendersku dokumentaciju uključi zahtjev za svu opremu i materijale definisane glavnim projektima da se striktno pridržavaju tehničkih zahtjeva navedenih u Uredbi o minimalnim zahtjevima energetske efikasnosti za zgrade <sup>23</sup> , kako bi se maksimizirali uticaji smanjenja stakleničkih plinova (GHG)/uštede energije planiranih poboljšanja EE i obnovljivih izvora energije.	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavs tvom</li> <li>• Usklađenos t sa zahtjevima EBRD-a</li> <li>• Smanjena potrošnja energije</li> <li>• Manje emisije GHG</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o efikasnom korišćenju energije i njegovi podzakonsk i akti</li> <li>• EBRD PR 3</li> <li>• Usklađivanje EBRD Pariskog sporazuma</li> <li>• EBRD GET zahtjevi</li> </ul>	<p><i>Resursi:</i> Interni resursi dizajnera projekta</p> <p><i>Investicione potrebe:</i> Uključeno u budžet dizajnera projekta</p> <p><i>Odgovornost:</i> Projektant za implementaciju ;</p>	<ul style="list-style-type: none"> <li>• Tokom izrade glavnog projekta</li> </ul>	<p><i>Cilj:</i> Postignuta puna usklađenost sa nacionalnim i EBRD zahtjevima; smanjena potrošnja energije i emisije stakleničkih plinova; omogućen prelazak na održivije opcije grijanja</p> <p><i>Kriterijumi evaluacije:</i></p> <ul style="list-style-type: none"> <li>• Glavni projekti usklađeni sa</li> </ul>		

<sup>23</sup> Službeni list Crne Gore, br. 75/15

	<p><u><b>Novom, OŠ „Ratko Zarić“ u Nikšiću, OŠ „Luka Simonović“ u Nikšiću i Univerzitetskom domu u Podgorici:</b></u></p> <p>JIP da u tendersku dokumentaciju uključi zahtjev da projektanti uzmu u obzir budući prelazak na topotne pumpe (što će postati izvodljivo kada se potražnja za grijanjem smanji) prilikom dimenzioniranja i odabira opreme novih sistema grijanja.</p>		<p>nezavisna treća strana za pregled<sup>24</sup>; JIP da nadgleda</p>		<p>nacionalnim zakonodavstvom (a samim tim i zahtjevima EBRD GET i PA)</p> <ul style="list-style-type: none"> <li>• Novi sistemi grijanja na lož ulje dizajnirani da omoguće prelazak na topotne pumpe u budućnosti</li> </ul>	
3.	<p><i>2. Predstavnici obrazovnih institucija da redovno prate potrošnju goriva i električne energije, kako bi se omogućilo izračunavanje GET indikatora i kvantifikaciju koristi od Projekta.</i></p>	<ul style="list-style-type: none"> <li>• Usklađenost sa zahtjevima EBRD-a</li> </ul>	<ul style="list-style-type: none"> <li>• GET zahtjevi</li> </ul>	<p><i>Resursi: Interni resursi obrazovnih institucija</i></p> <p><i>Investicione potrebe: Nema</i></p> <p><i>Odgovornost:</i></p>	<ul style="list-style-type: none"> <li>• Tokom faze rada projekta</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa zahtjevima EBRD-a</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Podaci o potrošnji električne energije i</li> </ul>

<sup>24</sup> Nezavisno treće lice treba da izvrši reviziju glavnog projekta u skladu sa Zakonom o uređenju prostora i izgradnji objekata (Sl. list Crne Gore, br. 64/17) i u skladu sa Pravilnikom o načinu revizije glavnog projekta ( Službeni list Crne Gore, br).

				<i>Predstavnici obrazovnih institucija za implementaciju; PIU da nadgleda</i>		<i>goriva prikupljeni i dostavljeni PIU</i>	
3.	<p><i>3.Kao što je definisano gore u tački 1.5, JIP da osigura da Izvođač(i) u potpunosti implementira CESMP, prateći CWMP, i AC MMP (primjenjivo samo u zgradama u kojima je potvrđeno prisustvo ACM).</i></p> <p><i>CWMP se posebno bavi upravljanjem opasnim otpadom, uključujući otpad od električne i elektronske opreme.</i></p>	<ul style="list-style-type: none"> <li>• Uskladenost sa nacionalnim zakonodavstvom</li> <li>• Uskladenost sa zahtjevima EBRD-a</li> <li>• Sprječavanje zagadenja</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o upravljanju otpadom i njegovi podzakonski akti<sup>25</sup></li> <li>• EBRD PR 3</li> </ul>	<p><i>Resursi: Interni resursi izvođača radova</i></p> <p><i>Investicione potrebe: Uključeno u budžet Izvođača</i></p> <p><i>Odgovornost: Izvođač(i) za implementaciju;</i></p> <p><i>Nadzorni inženjer/JIP za nadzor</i></p>	<ul style="list-style-type: none"> <li>• Tokom faze izgradnje Projekta</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa nacionalnim i EBRD zahtjevima; izbjegnuto zagodenje zbog nepravilnog odlaganja otpada</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• CWMP u potpunosti implementiran</li> <li>• AC MMP u potpunosti implementiran (primjenjivo samo u</li> </ul>	

<sup>25</sup> Četiri različita podzakonska akta: 1) Pravilnik o načinu pakovanja i uklanjanja otpada koji sadrži azbest; 2) Pravilnik o tretmanu i upravljanju građevinskim otpadom, metodama i postupcima njegove obrade i uslovima i postupcima za odlaganje otpada od azbestnog cementa; 3) Pravilnik o načinu i postupku uspostavljanja sistema prikupljanja, preuzimanja i prerade otpada od električnih i elektronskih proizvoda i radu tog sistema; 4) Pravilnik o klasifikaciji otpada i katalogu otpada.

						<p>zgradama u kojima je potvrđeno prisustvo ACM-a)</p> <ul style="list-style-type: none"><li>• Dostupna dokumentacija za otpremu otpada</li></ul>	
<b>EBRD PR 4: Zdravlje, bezbjednost i sigurnost</b>							
4	<p>1. U slučaju da se tokom rada obrazovne ustanove moraju izvoditi bilo kakve građevinske radnje, potrebno je sprovesti sljedeće mjere:</p> <p>5. Da bi se ublažili uticaji emisija u zatvorenom prostoru na korisnike, osoblje i posjetioce, Izvođač će uključiti u CESMP mјere navedene u ESMP-u (kontrola prašine, zadržavanje i minimiziranje mirisa, prašine i emisija VOC itd.)</p> <p>6. Aktivnosti koje dovode do povećanog nivoa buke moraju se saopštavati i</p>	<ul style="list-style-type: none"> <li>• Minimizira nje negativnih Z&amp;S rizika za studente/dj ecu/osoblje /posjetioce/ korisnike</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 4</li> </ul>	<p><b>Resursi:</b> Interni resursi izvođača radova</p> <p><b>Investicione potrebe:</b> Uključeno u budžet Izvođača</p> <p><b>Odgovornost:</b> Izvođač(i) za implementaciju ; Nadzorni inženjer/JIP za nadzor</p>	<ul style="list-style-type: none"> <li>• Planovi izrađeni prije početka radova i implementirani rani tokom izgradnje</li> </ul>	<p><b>Cilj:</b> Zaštita zdravlja i sigurnosti korisnika, osoblja i posjetilaca obrazovnih ustanova</p> <p><b>Kriterijumi ocjenjivanja:</b></p> <ul style="list-style-type: none"> <li>• Izvještaji o Z&amp;S incidentima</li> </ul>	

	<p><i>izvoditi u periodima koje predlažu predstavnici uprave objekta. CESMP treba uključiti mjere za upravljanje bukom.</i></p> <p>7. <i>Sve izložene električne komponente moraju biti bez napajanja, propisno pokrivene i izolovane. Moraju se preduzeti odredbe za ograničavanje pristupa električnim instalacijama osoblja objekta, učenika/djece i posjetilaca.</i></p> <p>8. <i>Naložiti da obuka za uvođenje u sigurnost za radnike Izvođača mora uključivati kodeks ponašanja radnika, kao i obuku za podizanje svijesti i prevenciju nasilja nad ženama.</i></p> <p><i>Kako bi se poboljšala koordinacija tokom cijelog perioda izgradnje, JIP će uspostaviti <u>proceduru komunikacije i koordinacije</u></i></p>				
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	<p>kao što je detaljno opisano u tački 1.7 ovog ESAP-a.</p> <p><i>Plan upravljanja saobraćajem (vidi tačku 4.6) mora sadržavati odredbe koje osiguravaju sigurnost djece:</i></p> <ul style="list-style-type: none"> <li>• <i>Ograničenja brzine za sva vozila koja rade u blizini školskih prostorija,</i></li> <li>• <i>Privremene staze za sigurno vođenje djece,</i></li> <li>• <i>Prepreke oko bilo kakvih građevinskih aktivnosti kako bi se stvorila jasna razlika između građevinskog područja i područja u kojima su djeca prisutna, i</i></li> <li>• <i>Sigurnosne oznake.</i></li> </ul>					
4	<p>2.JIP da u tendersku dokumentaciju uključi zahtjev za svu <b>opremu i materijale definisane Glavnim projektima</b> da se striktno pridržavaju propisa o zaštiti od požara u skladu sa</p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavs tvom</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o zaštiti i spašavanju i podzakonsk i akti</li> </ul>	<p><i>Resursi: Interni resursi dizajnera projekta</i></p> <p><i>Investicione potrebe:</i></p>	<ul style="list-style-type: none"> <li>• Tokom izrade glavnog projekta</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa nacionalnim zakonodavstvom i zahtjevima EBRD-a</i></p>

	<p><i>propisima o zaštiti od požara: Protivpožarne karakteristike građevinskih elemenata<sup>26</sup> i Pravilnikom o klasifikaciji građevinskih materijala u odnosu na njihov Reakcija i otpornost na vatru<sup>27</sup>.</i></p> <p><i>Osim toga, projektne odredbe moraju biti uskladene sa specifičnim zahtjevima okruženja obrazovnih institucija u pogledu popunjenošћi i ne smiju sprječavati ili ometati postojeće mјere za sigurnu evakuaciju.</i></p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa zahtjevima EBRD-a</li> </ul>	<ul style="list-style-type: none"> <li>• Pravilnik o klasifikaciji građevinski h materijala</li> <li>• Standard za građevinsk e materijale</li> <li>• EBRD PR 4</li> <li>• Usklađivan je EBRD Pariskog sporazuma</li> </ul>	<p><i>Uključeno u budžet dizajnera projekta</i></p> <p><i>Odgovornost: Projektant za implementaciju ; Nezavisna treća strana za pregled; JIP da nadgleda</i></p>		<p><i>Kriterijumi ocjenjivanja: Zahtjevi protivpožarne sigurnosti obuhvaćeni glavnim projektima</i></p>	
4	<p><i>3.JIP da u tendersku dokumentaciju uključi zahtjev da svi glavni projekti uključuju principe otpornosti na poplave, naglašavajući upotrebu vodootpornih materijala i efikasne mјere hidroizolacije.</i></p> <p><b><u>Primjenjivo na Projektne zgrade u Nikšiću:</u></b></p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa zahtjevima EBRD-a</li> <li>• Minimizira nje klimatskih uticaja</li> </ul>	<ul style="list-style-type: none"> <li>• Usklađivan je EBRD Pariskog sporazuma</li> </ul>	<p><i>Resursi: Interni resursi dizajnera projekta</i></p> <p><i>Investicione potrebe: Uključeno u budžet dizajnera projekta</i></p>	<ul style="list-style-type: none"> <li>• Tokom izrade glavnog projekta</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa zahtjevima EBRD-a; potencijalni uticaji poplava ublaženi</i></p>	<p><i>Kriterijumi ocjenjivanja:</i></p>

<sup>26</sup> Službeni list SRJ, br. 53/97

<sup>27</sup> Službeni list Crne Gore, br. 073/17, 042/19

	<p><i>JIP da u tendersku dokumentaciju uključi zahtjev da se novoinstalirane toplotne pumpe i kotlovi postavljaju na povisene platforme ili podignite betonske podlage (u rasponu od 50 do 80 cm visine, zavisno o dimenzijama kotlarnice) kako bi se smanjio rizik od poplava oštećenja.</i></p>			<p><i>Odgovornost:</i> <i>Projektant za implementaciju;</i> <i>Nezavisna treća strana za pregled;</i> <i>JIP da nadgleda</i></p>		<ul style="list-style-type: none"> <li>• <i>Mjere zaštite od poplava uključene u glavne projekte</i></li> </ul>	
4	<p><b>4.Dizajneri da uzmu u obzir očekivani porast temperature do 3°C pri odabiru materijala, dimenzioniranju opreme i određivanju energije potrebne za hlađenje, kako bi se maksimizirao doprinos Projekta ublažavanju ekstremnih toplinskih događaja.</b></p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa zahtjevima EBRD-a</li> <li>• Minimiziranje klimatskih uticaja</li> </ul>	<ul style="list-style-type: none"> <li>• Usklađivanje EBRD Pariskog sporazuma</li> </ul>	<p><i>Resursi:</i> <i>Interni resursi dizajnera projekta</i></p> <p><i>Investicione potrebe:</i> <i>Uključeno u budžet dizajnera projekta</i></p> <p><i>Odgovornost:</i> <i>Projektant za implementaciju;</i> <i>Nezavisna treća strana za pregled;</i></p>	<ul style="list-style-type: none"> <li>• Tokom izrade glavnog projekta</li> </ul>	<p><i>Cilj:</i> Postignuta puna usklađenost sa zahtjevima EBRD-a; potencijalni uticaji budućih ekstremnih toplotnih događaja ublaženi</p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Efekti klimatskih promjena razmatrani u okviru glavnih projekata</li> </ul>	

				<i>JIP da nadgleda</i>		
4	<p><i>5. Prilikom utvrđivanja lokacija fotonaponskih modula tokom izrade glavnog projekta, projektanti treba da uzmu u obzir rezultate statickih proračuna i procjena strukturalnog integriteta krova, kako bi se osiguralo da konstrukcije mogu efikasno izdržati dodatno opterećenje.</i></p> <p><b>Upravljanje rizicima lanca snabdevanja kroz proces nabavke</b></p> <p>U tendersku dokumentaciju za Izvođača(e), uključujući uslove ugovora, treba uključiti sljedeće dodatne zahtjeve koje izvođači moraju dostaviti prije nabavke solarnih PV panela:</p> <p>(i) samoizjavu proizvođača solarnih panela da njihovi proizvodi ne sadrže komponente napravljene prisilnim ili dječjim radom, i</p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa zahtjevima EBRD-a</li> <li>• Minimizira nje sigurnosni h rizika</li> <li>• Izbjegavajt e dobavljače povezane s vjerodostoj nim navodima o prisilnom ili dječjem radu u njihovim vlastitim operacijam a ili u operacijam a njihovih poddobavljača</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 4 and PR 2</li> <li>• Najbolje prakse</li> </ul>	<p><i>Resursi: Interni resursi dizajnera projekta za razmatranje glavnog dizajna</i></p> <p><i>Ugovarač(i) za razmatranje kupovine solarnih komponenti</i></p> <p><i>Investicione potrebe: Uključeno u budžet dizajnera projekta za glavni dizajn</i></p> <p><i>Odgovornost: Projektant za implementaciju razmatranja glavnog projekta;</i></p>	<ul style="list-style-type: none"> <li>• Tokom izrade glavnog projekta</li> <li>• Dodatne informacije treba dati prije kupovine solarnih panela</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa zahtjevima EBRD-a; potencijalni sigurnosni rizici svedeni na minimum; eliminisani rizici vezani za djecu i rad u lancu opskrbe solarnim komponentama</i></p> <p><b>Kriterijumi ocjenjivanja:</b></p> <ul style="list-style-type: none"> <li>• Izvršeni staticki proračuni</li> <li>• Stabilnost konstrukcije i staticki zahtjevi obuhvaćeni glavnim projektima</li> <li>• Tenderska dokumentacija</li> </ul>

	(ii) potkrepljujuće dokaze o dokumentu o politici proizvođača panela ili kodeksu ponašanja koji pokriva i vlastite operacije proizvođača panela i one njihovih dobavljača solarnih komponenti (npr. solarne čelije, pločice, polisilicijum), koji jasno navodi da je prisilni ili dječji rad zabranjen i da dobavljači solarnih komponenti moraju primijeniti iste zabrane na svoje dobavljače solarnih komponenti.			nezavisna treća strana za pregled; JIP da nadgleda Izvođač radova da se pridržava dodatnih zahtjeva prije kupovine PV panela od dobavljača; JIP da nadgleda		, uključujući uslove ugovora, uključuje zahtjev da solarni PV dobavljač pruži dodatne informacije, kako se traži u akciji.	
4	6.JIP da uključi u tendersku dokumentaciju sljedeće zahtjeve za izvođača(e): <ul style="list-style-type: none"> <li>• Izvršiti procjenu rizika prije mobilizacije i građevinskih aktivnosti kako bi se identifikovale potencijalne opasnosti, procijenila vjerovatnoća i ozbiljnost rizika i predložile odgovarajuće mјere kontrole.</li> <li>• Razviti izjave o metodama za sve aktivnosti sa</li> </ul>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavs tvom</li> <li>• Usklađenos t sa zahtjevima EBRD-a</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o zaštiti na radu i podzakonsk i akti</li> <li>• Zakon o zaštiti i spašavanju i njegovi podzakonsk i akti</li> <li>• EBRD PR 4</li> <li>• Usklađivan je EBRD</li> </ul>	<p>Resursi: Interni resursi izvođača radova</p> <p>Investicione potrebe: Uključeno u budžet Izvođača</p> <p>Odgovornost:</p>	<ul style="list-style-type: none"> <li>• Planovi izrađeni prije početka radova i implementirani tokom izgradnje</li> </ul>	<p>Cilj: Postignuta puna usklađenost sa nacionalnim zakonodavstvom i zahtjevima EBRD-a</p> <p>Kriterijumi ocjenjivanja:</p> <ul style="list-style-type: none"> <li>• Provedena procjena rizika na radnom mjestu</li> </ul>	

	<p>povećanim rizikom za radnike kao što su operacije dizanja, rad na visinama, radovi sa električnim instalacijama pod naponom, itd.</p> <ul style="list-style-type: none"> <li>• Izraditi i implementirati <b>Plan zaštite na radu</b> koji se primjenjuje na građevinske aktivnosti u skladu sa Zakonom o ZZR, Uredbom o mjerama zaštite na radu na privremenim i mobilnim gradilištima, Uredbom o planu zaštite i zdravlja na radu i Pravilnikom o planu zaštite na radu.</li> <li>• Izvršiti obuku za sve zaposlene uključene u realizaciju projekta. Program obuke mora obuhvatiti, kao minimum, sve rizike i opasnosti identifikovane tokom procjene rizika sa jasnim uputstvima o mjerama predostrožnosti i pravilnom izboru i upotrebi lične zaštitne</li> </ul>	<ul style="list-style-type: none"> <li>• Pariskog sporazuma ; Najbolje prakse</li> </ul>	<p>Izvođač(i) za implementaciju ; Nezavisna treća strana za reviziju i odobravanje OHS plana; Nadzorni inženjer/PIU za nadzor</p>		<ul style="list-style-type: none"> <li>• (izrađen dokument)</li> <li>• Razvijen i implementiran plan zaštite na radu</li> <li>• Izrađen i dokumentovan program obuke za sve zaposlene uključene u realizaciju Projekta i sprovedena obuka</li> <li>• Razvijena i implementiran a procedura pripravnosti i reagovanja u vanrednim situacijama</li> <li>• Izvedene i dokumentovane obuke za rad i održavanje</li> <li>• TMP razvijen i implementiran</li> </ul>	
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	<p><i>opreme. Obuka će posebno uključivati radnički kodeks ponašanja, kao i obuku o osvještavanju i prevenciji nasilja nad ženama.</i></p> <ul style="list-style-type: none"> <li>● <i>Razviti i implementirati Proceduru pripravnosti i reagovanja u vanrednim situacijama u kojoj se navodi plan, radnje i odgovornosti u slučaju vanrednog stanja, posebno se odnosi na ekstremne vrućine i jake padavine (<b>i poplave u Nikšiću</b>) i aktivnosti na zaštiti zdravlja i sigurnosti radnika, uključujući minimalna prilagođavanja u poslovanju i radnom vremenu. Osigurati da je dovoljna vrsta i količina vatrogasne opreme lako dostupna na gradilištu i da je svo osoblje obučeno za pravilnu upotrebu ove opreme.</i></li> <li>● <i>Organizovati obuku za rad i održavanje za</i></li> </ul>			<ul style="list-style-type: none"> <li>● <i>ACMMP implementiran (samo u zgradama u kojima je potvrđeno prisustvo ACM)</i></li> </ul>	
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	<p><i>tehničko osoblje u obrazovnim institucijama. Ove sesije treba da budu razvijene tako da pokriju sve potencijalne rizike i pitanja koja zavise od specifične uloge zaposlenog, baveći se specifičnim rizicima posla za različite pozicije u obrazovnim institucijama. Posebnu pažnju treba posvetiti aktivnostima održavanja kako bi se osigurala optimalna efikasnost novih sistema i poboljšala ukupna funkcionalnost instalirane opreme</i></p> <ul style="list-style-type: none"> <li>• <i>Izraditi (u saradnji sa predstavnicima obrazovnih institucija) i implementirati Plan upravljanja saobraćajem koji se odnosi na izgradnju sa rješenjima za ublažavanje saobraćajnih zagušenja i ograničenja pristupa, kao i osigurati</i></li> </ul>				
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	<p><i>da putevi hitne evakuacije ostanu neometani.</i></p> <ul style="list-style-type: none"> <li>• Sprovoditi sve aktivnosti vezane za ACM u skladu sa razvijenim ACMMMP-om (primenjivo samo za zgrade u kojima je potvrđeno prisustvo ACM-a).</li> </ul>						
4	<p>7. Ministarstvo će imenovati nadležnog(e) koordinatora(e) za zaštitu na radu tokom faze projektovanja i izgradnje Projekta, kako to zahtijeva crnogorski zakon.</p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavstvom</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o zaštiti na radu i podzakonsk i akti</li> </ul>	<p><i>Resursi:</i> Interni resursi Ministarstva ili resursi uključeni u budžet projekta (po dogовору sa EBRD-om)</p> <p><i>Investicione potrebe:</i> Plaćanje koordinatora(a ) OHS-a</p> <p><i>Odgovornost:</i> Ministarstvo</p>	<ul style="list-style-type: none"> <li>• Tokom izrade glavnih projekata i za izgradnju</li> </ul>	<p><i>Cilj:</i> Postignuta puna usklađenost sa nacionalnim zakonodavstvom</p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Imenovani koordinator(i) za OHS za fazu projektovanja</li> <li>• Imenovan(i) koordinator(i) za OHS za fazu izgradnje</li> </ul>	
4	<p>8. Obrazovne institucije su obavezne:</p> <ul style="list-style-type: none"> <li>• Sprovesti Analizu opasnosti na poslu kroz</li> </ul>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o zaštiti na radu i</li> </ul>	<p><i>Resursi:</i> Interni resursi obrazovnih institucija ili</p>	<ul style="list-style-type: none"> <li>• Nakon puštanja u rad i</li> </ul>	<p><i>Cilj:</i> Postignuta puna usklađenost sa nacionalnim</p>	

	<p>angažovanje licencirane kompanije. Ova analiza mora uključiti procjenu novouvedenih poslova i uloga, te definisati potrebne mjere i opremu za uspostavljanje bezbjednog i sigurnog radnog okruženja.</p> <p>Osigurati redovno praćenje efikasnosti propisanih mjera kroz procjenu ključnih indikatora (kao što su: broj i težina povreda, izgubljeno radno vrijeme zbog povreda i neposredna opasnost).</p> <p>Voditi evidenciju nesreća na radu i profesionalnih bolesti, kao i opasnih pojava i nezgoda.</p> <ul style="list-style-type: none"> <li>• Usvojiti nove ili revidirati postojeće dokumente koji regulišu BZR: <b>Pravilnik o ZR i Bezbjednosni priručnik</b>. Oni će se proširiti na novouvedene rizike koji se odnose na rad i održavanje</li> </ul>	<p>zakonodavstvom i akti • Uskladjenost sa zahtjevima EBRD-a</p>	<p>podzakonski i akti • EBRD PR 4 • Najbolje prakse</p>	<p>uključeni u budžet projekta (по договору са EBRD-ом)</p> <p><i>Investicione potrebe:</i> <i>Plaćanje eksterne kompanije – licencirane organizacije</i></p> <p><i>Odgovornost:</i> <i>Predstavnici образовних institucija за implementaciju;</i> <i>Ministarstvo да надгледа</i></p>	<p>primopredaje projekta</p>	<p>zakonodavstvom i PR 4</p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Analiza opasnosti на poslu коју спроводи лиценцирана организација</li> <li>• Успостављена евиденција о здрављу и раду у свим зградама</li> <li>• Развијени (или ревидирани) правилник о OHS и сигурносни приручници)</li> </ul>	
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	<p><i>novoinstalirane infrastrukture, a sve u skladu sa Zakonom i podzakonskim aktima koji uređuju ZZR. Prije revizije i po završetku Projekta, Izvođač će organizovati obuku za održavanje i rad za tehničko osoblje u obrazovnim institucijama. Ove sesije će se osmislitи tako da pokriju sve potencijalne rizike i pitanja koja zavise od specifične uloge zaposlenog, odnosno da se pozabave specifičnim rizicima posla za različite pozicije u institucijama.</i></p>					
4	<p><i>9. Sve obrazovne institucije da izrade <b>Plan za vanredne situacije u slučaju zemljotresa</b> u skladu sa <b>Nacionalnim planom zaštite i spašavanja od zemljotresa</b> koji nalaže izradu takvih planova za svaku školu.</i></p> <p><i>Plan mora navesti procedure evakuacije i identifikovati</i></p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa zahtjevima EBRD-a</li> <li>• Minimizira nje sigurnosni h rizika</li> </ul>	<ul style="list-style-type: none"> <li>• EBRD PR 4</li> </ul>	<p><i>Resursi: Interni resursi obrazovnih institucija ili resursi uključeni u budžet projekta (po dogовору sa EBRD-om)</i></p>	<ul style="list-style-type: none"> <li>• Što je prije moguće</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa PR 4</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Izrađen i implementiran Plan za vanredne situacije u</li> </ul>

	<p><i>sigurne zone unutar zgrada. Osim toga, trebalo bi uključiti protokole za koordinaciju sa službama za hitne slučajeve i izvođenje vježbi i treninga kako bi se osiguralo da su pojedinci upoznati s odgovarajućim radnjama koje treba preduzeti u slučaju potresa.</i></p>			<p><i>Investicione potrebe: Plaćanje eksterne kompanije – licencirane organizacije</i></p> <p><i>Odgovornost: Predstavnici obrazovnih institucija za implementaciju; Ministarstvo da nadgleda</i></p>		<p><i>slučaju zemljotresa</i></p>	
4.10	<p><i>Od svih obrazovnih institucija se traži da <b>implementiraju korektivne mjere navedene u izrađenom Okvirnom izještaju o procjeni životne i požarne sigurnosti:</b></i></p> <ul style="list-style-type: none"> <li>• Napraviti nacrt plana obuke o OHS-u i angažovati licenciranu organizaciju da sprovede ovu obuku. Voditi evidenciju o obuci o zdravlju na radu.</li> </ul>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m zakonodavs tvom</li> <li>• Usklađenos t sa zahtjevima EBRD-a</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o zdravlju na radu i Zakon o zaštiti i spašavanju</li> <li>• EBRD PR 4</li> <li>• Najbolje prakse</li> </ul>	<p><i>Resursi: Interni resursi zgrada ili resursi uključeni u budžet projekta (po dogовору sa EBRD-ом)</i></p> <p><i>Investicione potrebe: Plaćanje eksterne</i></p>	<ul style="list-style-type: none"> <li>• Što je prije moguće</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa nacionalnim zakonodavstvom i PR 4</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Razvijen i sproveden plan obuke u oblasti zaštite na radu</li> </ul>	

	<ul style="list-style-type: none"> <li>Angažovati licenciranu organizaciju za izradu Plana zaštite od požara. Postaviti aparate za gašenje požara u skladu sa Planom zaštite od požara. Označiti lokacije aparata za gašenje požara kako bi bile lako uočljive u hitnim slučajevima.</li> <li>Angažovati licenciranu organizaciju za izradu planova evakuacije. Prikazati ove planove u hodnicima i sobama.</li> <li>Angažirajte licenciranu organizaciju za obavljanje inspekcije i testiranja cjevovoda.</li> </ul>			<p><i>kompanije – licencirane organizacije</i></p> <p><i>Odgovornost: Predstavnici obrazovnih institucija za implementaciju ; Ministarstvo da nadgleda</i></p>		<ul style="list-style-type: none"> <li>Izrađen i implementiran Plan zaštite od požara</li> <li>Pripremljeni i prikazani planovi evakuacije</li> <li>Izvršena inspekcija i testiranje sistema stajaćih cijevi</li> <li>Sprovedene druge korektivne mjere navedene u Okvirnom izvještaju o procjeni životnog vijeka i sigurnosti od požara</li> </ul>	
4.11	<p><b>4 Tehničko osoblje projektnih zgrada za rutinsku procjenu efikasnosti kanalizacionog sistema tokom padavina.</b> Ako se otkriju bilo kakvi problemi s odvodnjom, kao što su</p>	<ul style="list-style-type: none"> <li>Usklađenos t sa zahtjevima EBRD-a</li> <li>Minimiziranje</li> </ul>	<ul style="list-style-type: none"> <li>Usklađivanje EBRD Pariskog sporazuma</li> </ul>	<p><i>Resursi: Interni resursi obrazovnih institucija</i></p>	<ul style="list-style-type: none"> <li>Tokom faze rada projekta</li> </ul>	<p><i>Cilj: Postignuta puna usklađenost sa zahtjevima EBRD-a; potencijalni uticaji budućih</i></p>	

	<p><i>vidljive lokve, sporo odvodnjavanje oborinskih voda ili nakupljanje atmosferskih voda na parkiralištima, osobljje treba odmah obavijestiti gradsko/opštinsko preduzeće nadležno za upravljanje otpadnim vodama da izvrši održavanje/odčepljivanje.</i></p> <p><i>Predstavnici obrazovnih institucija da definišu indikatore uštede vode i prate učinak prema ciljevima, u cilju blagovremenog uočavanja nepravilnosti i sprovodenja korektivnih radnji (u saradnji sa gradskim/opštinskim vodovodom po potrebi).</i></p>	<p><i>klimatskih uticaja</i></p>		<p><i>Investicione potrebe:</i> <i>Nema</i></p> <p><i>Odgovornost:</i> <i>Osoblje obrazovnih institucija za implementaciju;</i> <i>JIP da nadgleda</i></p>		<p><i>ekstremnih padavina, suša i vodenii stres ublaženi</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• Štete od poplava nisu zabilježene</li> <li>• Definisani i praćeni indikatori uštede vode u skladu sa ciljevima</li> </ul>	
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#### **EBRD PR 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources**

6.1	<p><u>Za svaki Projekat zgrade sa potkovljem<sup>28</sup>, Izvođač radova treba da izvrši inspekciju na prisustvo ptičjih gnijezda i sljepih miševa. Ako se ovi</u></p>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalni m</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o zaštiti prirode</li> <li>• EBRD PR 6</li> </ul>	<p><i>Resursi: Interni resursi izvođača radova</i></p>	<ul style="list-style-type: none"> <li>• Inspekcija relevantnih objekata Projekta, priprema i</li> </ul>	<p><i>Cilj: Planiranje projekta i proces izgradnje u skladu sa ESMP; izbjegi potencijalne</i></p>	
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<sup>28</sup> Tri zgrade Projekta imaju potkovlja koja se ne koriste: OŠ „Ratko Zarić“, OŠ „Dušan Obradović“ i Mješovita srednja škola „Mladost“. Četiri zgrade Projekta imaju potkovlje koje se koristi: OŠ „Narodni heroj Savo Ilić“, OŠ „25. maj“, OŠ „Drago Milović“, i OŠ „Džafer Nikočević“. **Napomena:** Rekonstrukcija krova na objektu Projekta Osnovne škole „Drago Milović“ je u toku, te je opravdano pretpostaviti da se krovni radovi neće izvoditi u okviru Projekta kako je prvobitno planirano.

	<p>pronađu, CESMP će uključiti posebne mjere za njihovo premještanje, kako je navedeno u ESMP-u (pogledajte tačku 1.5 iznad):</p> <ul style="list-style-type: none"> <li>• Prije bilo kakve radnje, konsultovati lokalne organe za zaštitu okoline ili Agenciju za zaštitu okoline (Odjeljenje za zaštitu prirode) za smjernice i dozvole za premještanje ptičjih gnijezda i slijepih miševa.</li> <li>• Planirati preseljenje izvan sezone gniježđenja, obično u kasno ljeto ili ranu jesen, nakon što su mlade ptice odlepršale, kako biste smanjili uznemiravanje.</li> <li>• Angažovati kvalifikovanog ekologa da bezbjedno i legalno premjesti gnijezdo ili slijepu miševe na odgovarajuću novu lokaciju.</li> <li>• Osigurati da su sve radnje u skladu sa relevantnim</li> </ul>	<p>zakonodavstvom</p> <ul style="list-style-type: none"> <li>• Usklađenost sa zahtjevima EBRD-a</li> <li>• Izbjegavanje negativnih uticaja na ptice i slijepu miševe</li> </ul>	<ul style="list-style-type: none"> <li>• Direktiva o pticama EU</li> <li>• Direktiva o staništima EU</li> <li>• EUROBAT</li> <li>• Bernska konvencija</li> </ul>	<p><i>Investicione potrebe: Uključeno u budžet Izvođača</i></p> <p><i>Odgovornost: Izvođač(i) da pregledaju objekte Projekta, razviju i implementiraju CESMP (u saradnji sa angažovanim ekologom); JIP da odobri; Nadzorni inženjer/JIP za nadzor</i></p>	<p><i>odobrenje CESMP-a u fazi prije izgradnje</i></p> <p><i>Implementacija u fazi izgradnje</i></p>	<p><i>negativne uticaje na ptice i slijepu miševe</i></p> <p><i>Kriterijumi evaluacije:</i></p> <ul style="list-style-type: none"> <li>• Projektne zgrade sa potkovljem pregledane na prisustvo ptičjih gnijezda i slijepih miševa</li> <li>• CESMP pripremljen u skladu sa zahtjevima ESMP-a</li> </ul>	
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	<i>zakonima o zaštiti divljih životinja.</i>					
<b>EBRD PR 8: Kulturna baština i intelektualna svojina</b>						
8.1	<p><i>U svim zgradama Projekta u kojima se nalaze statue i/ili spomen obilježja borcima za slobodu iz Drugog svjetskog rata, JIP zahtijeva od Izvođača:</i></p> <ul style="list-style-type: none"> <li>• <i>Da statue/spomen-ploče ostanu zaštićene tokom radova kako bi se izbjegla oštećenja</i></li> <li>• <i>Po potrebi obezbijediti bezbedno privremeno premeštanje/premeštanje statua/spomen-ploča pre početka radova i njihovo vraćanje nakon toga, uz konsultacije sa direktorima ili predstavnicima obrazovnih ustanova.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Zaštita kulturnih dobara</li> </ul>	<ul style="list-style-type: none"> <li>• Najbolja praksa</li> </ul>	<p><i>Resursi: Interni resursi izvođača radova</i></p> <p><i>Investicione potrebe: Uključeno u budžet Izvođača</i></p> <p><i>Odgovornost: Izvođač(i) za implementaciju ; Nadzorni inženjer/JIP za nadzor</i></p>	<ul style="list-style-type: none"> <li>• Tokom izgradnje</li> </ul>	<p><i>Cilj: zaštićeni kulturni predmeti</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• <i>Zaštićeni kipovi/spomen-ploče</i></li> <li>• <i>Konsultovani direktori ili predstavnici obrazovnih institucija</i></li> <li>• <i>Nisu zabilježena oštećenja na statuama/spomen-pločama</i></li> </ul>
8.2	<p><i>Tokom pripreme glavnih projekata, JIP će:</i></p> <ul style="list-style-type: none"> <li>• <i>Pribaviti podatke od nadležnog državnog organa radi utvrđivanja da li je zgrada ili njen dio</i></li> </ul>	<ul style="list-style-type: none"> <li>• Usklađenos t sa nacionalnim zakonodavstvom</li> </ul>	<ul style="list-style-type: none"> <li>• Zakon o primjeni propisa koji uređuju zaštitu prava</li> </ul>	<p><i>Resursi: Interni resursi JIP-a</i></p> <p><i>Investicione potrebe: Nema</i></p> <p><i>Odgovornost:</i></p>	<p><i>Tokom pripreme glavnog projekta</i></p>	<p><i>Cilj: Poštivanje prava intelektualne svojine; puna usklađenost sa crnogorskim zakonima</i></p>

	<p><i>predmet prava zaštite intelektualne svojine.</i></p> <ul style="list-style-type: none"> <li>• <i>Po potrebi pribaviti saglasnost nosioca prava ili prilagoditi Glavni projekat kako bi se izbjegli radovi na tom dijelu zgrade.</i></li> <li>• <i>Po potrebi pribaviti saglasnost nosioca prava ili prilagoditi Glavni projekat kako bi se izbjegli radovi na tom dijelu zgrade.</i></li> </ul>	<p><i>intelektualne svojine</i></p>	<p><i>JIP</i></p>	<p><i>Kriteriji ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• <i>Podaci dobijeni od nadležnog državnog organa</i></li> <li>• <i>Pribavljene relevantne saglasnosti ili izmijenjeni glavni projekti ako je potrebno</i></li> </ul>	
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#### ***EBRD PR 10: Objavljivanje informacija i angažovanje zainteresovanih strana***

10 10.1	<p><i>Kao što je navedeno u Planu angažovanja zainteresovanih strana (SEP), JIP treba da preduzme aktivnosti otkrivanja informacija i angažovanja zainteresovanih strana uključujući, ali ne ograničavajući se na:</i></p> <ul style="list-style-type: none"> <li>• <i>Otkriti SEP, Netehnički sažetak, Obrazac za pritužbe na projekat i Letak za pritužbe.</i></li> <li>• <i>Implementirati žalbeni mehanizam koji je detaljno</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Usklađenos t sa zahtjevima EBRD-a</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>EBRD PR 10</i></li> </ul>	<p><i>Resursi: Interni resursi JIP-a i Izvođača</i></p> <p><i>Investicione potrebe: Nema</i></p> <p><i>Odgovornost: JIP i izvođač(i)</i></p>	<ul style="list-style-type: none"> <li>• <i>Kontinuirano</i></li> </ul>	<p><i>Cilj: Smisleno angažovanje zainteresovanih strana</i></p> <p><i>Kriterijumi ocjenjivanja:</i></p> <ul style="list-style-type: none"> <li>• <i>Praćene pritužbe zajednice</i></li> <li>• <i>Javnost je unaprijed obavještena o građevinskim</i></li> </ul>
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<p><i>opisan u SEP-u (posebno kako bi se osiguralo da predstavnici obrazovnih institucija pravovremeno obaveštavaju JIP o svim primljenim žalbama u vezi sa građevinskim radovima (u roku od 24 h).</i></p> <ul style="list-style-type: none"> <li>• Praćenje pritužbi po vrstama (temama), uključujući pritužbe vezane za rodno nasilje.</li> <li>• Najmanje 30 dana prije početka izgradnje izdati obaveštenje o početku i trajanju radova i dostupnosti javnog žalbenog mehanizma, koje će biti: (i) objavljeno na web stranicama Ministarstva prosvjete, nauke i inovacija i uključenih obrazovnih ustanovama, (ii) istaknuto na ulazima u obrazovno-vaspitne ustanove i prijemne šaltere Univerziteta u Podgorici, (iii) istaknuto na ulazima u prostore koje obrazovne ustanove izdaju u zakup poslovnim korisnicima i/ili poslate kao pismena</li> </ul>				<p><i>radovima putem kanala navedenih u SEP-u</i></p> <ul style="list-style-type: none"> <li>• Svi napor i za otkrivanje informacija i angažovanje dokumentovan i u izveštajima o napretku</li> </ul>
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	<p><i>obavlještenja poslovnim korisnicima e-poštom ili poštom; kao i objavljivanje u medijima.</i></p> <ul style="list-style-type: none"> <li>● <i>Osigurati da Izvođač(i) istaknu znak gradilišta na ulazu u zgradu Projekta, sa informacijama o datumu početka, trajanju, očekivanom završetku, detaljima o Izvođaču(ima) i kontaktima JIP-a za žalbe.</i></li> </ul>					
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## **2. Plan monitoringa zelenog projekta**

Ključni pokazatelji učinka	Učestalost izvještavanja	Ciljni datum završetka
Godišnja LFO potrošnja [kWh/godina ili MWh/godina] (1)	Godišnje. Prvo izvještavanje nakon godinu dana poslovanja	2028.g. ili godinu dana nakon očekivanog praktičnog završetka radova i početka rada
Godišnja potrošnja peleta [kg/godina ili tona/godina] (2)	Godišnje. Prvo izvještavanje nakon godinu dana poslovanja	2028.g. ili godinu dana nakon očekivanog praktičnog završetka radova i početka rada
Godišnja potrošnja električne energije [kWh/godina ili MWh/godina]	Godišnje. Prvo izvještavanje nakon godinu dana poslovanja	2028.g. ili godinu dana nakon očekivanog praktičnog završetka radova i početka rada
Instalirani solarni PV kapacitet [kW ili MW] (3)	Jednom. Nakon PV instalacije	2027.g. ili po praktičnom završetku radova
Godišnja proizvodnja električne energije iz obnovljivih izvora [MWh/god.] (3)	Godišnje. Prvo izvještavanje nakon godinu dana poslovanja	2028.g. ili godinu dana nakon očekivanog praktičnog završetka radova i početka rada
Instalisani kapacitet solarnih kolektora [litara] (4)	Jednom. Nakon ugradnje kolektora	2027.g. ili po praktičnom završetku radova
Godišnja potrošnja vode [m <sup>3</sup> /god.]	Godišnje. Prvo izvještavanje nakon godinu dana poslovanja	2028.g. ili godinu dana nakon očekivanog praktičnog završetka radova i početka rada
Nabavka biomase od sertifikovanih dobavljača (2)	Jednom. Prije početka radova	2025.g. ili prije raspisivanja tendera i početka radova
Detaljni projekat za dimenzionisanje cjevovoda novog sistema grijanja koji omogućava buduću ugradnju toplotnih pumpi (rad na nižim temperaturama) (5)	Jednom. Po završetku glavnog projekta	2025.g. ili po završetku glavnog projekta, prije raspisivanja tendera i početka radova

Imajte na umu da se rok za prvu prijavu može razlikovati za 24 zgrade, zavisno od toga kada će radovi biti završeni na svakoj lokaciji. Razvoj procedure pripravnosti i reagovanja u vanrednim situacijama je potreban kroz ESAP, stoga nije uključen u sadašnji GPMP.

(1) Za škole koje koriste LFO: SŠ „Gimnazija Niko Rolović“, Bar; OŠ „Stefan Mitrov Ljubiša“, Budva; OŠ „Džafer Nikočević“, Gusinje; OŠ „Milan Vuković“, Herceg Novi; Srednje škole Gimnazija i Srednja pomorska škola, Kotor; OŠ „Ratko Žarić“, Nikšić; OŠ „Olga Golović“, Nikšić; OŠ „Luka Simonović“, Nikšić; OŠ „Pavle Kovačević“, Grahovo, Nikšić; OŠ „Pavle Rovinski“, Podgorica; OŠ „Sutjeska“, Podgorica; OŠ „Dr Dragiša Ivanović“, Podgorica; Dom učenika, Podgorica; OŠ „Drago Milović“, Tivat; Srednja mješovita škola „Mladost“, Tivat; OŠ „Dušan Obradović“, Žabljak.

(2) Samo za OŠ "25. maj", Rožaje

(3) Samo za objekte u kojima će se instalirati fotonaponska oprema. PV se ne predlaže u školama koje su imale strukturalna ograničenja

(4) U Dječijem vrtiću „JPU Dragan Kovačević Nikšić“, Nikšić; i "Studentski dom" Podgorica (zgrada restorana)

(5) Gdje se predlaže ugradnja novih efikasnih kondenzacijskih kotlova i zamjena cjevovoda: OŠ „Džafer Nikočević“, Gusinje; OŠ "Milan Vuković", Herceg Novi; OŠ "Ratko Žarić", Nikšić; OŠ „Luka Simonović“, Nikšić; "Studenstki dom", Podgorica (zgrada restorana)