

Z A K O N

O POTVRĐIVANJU OKVIRNOG SPORAZUMA O ZAJMU LD 1830 (2014) IZMEĐU BANKE ZA RAZVOJ SAVETA EVROPE I REPUBLIKE SRBIJE

Član 1.

Potvrđuje se Okvirni sporazum o zajmu LD 1830 (2014) između Banke za razvoj Saveta Evrope i Republike Srbije, potpisan 6. aprila 2016. godine u Parizu i 21. aprila 2016. godine u Beogradu, u originalu na engleskom jeziku.

Član 2.

Tekst Okvirnog sporazuma o zajmu LD 1830 (2014) između Banke za razvoj Saveta Evrope i Republike Srbije, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

FRAMEWORK LOAN AGREEMENT

between the

COUNCIL OF EUROPE DEVELOPMENT BANK

and the

REPUBLIC OF SERBIA

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

and

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

- Having regard to the application submitted by the Member Government of the Republic of Serbia dated 9 January 2014 (hereinafter, the **Loan Application**),
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to CEB's Overall policy framework for loan and project financing (hereinafter, the **Loan Policy**), as adopted by CEB Administrative Council's Resolution 1562 (2013),
- Having regard to CEB's Environmental Policy, as adopted by CEB Administrative Council Resolution 1530 (2010) (hereinafter, the **Environmental Policy**),
- Having regard to CEB's Guidelines, as adopted by CEB's Administrative Council on 21 September 2011 (hereinafter, the **Procurement Guidelines**),
- Having regard to CEB Loan Regulations, as adopted by CEB Administrative Council's Resolution 1562 (2013) (hereinafter, the **Loan Regulations**).

HAVE AGREED UPON THE FOLLOWING:

Definitions

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

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

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

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

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

“**Final Beneficiary/ies**” is/are the individuals or legal entity/ies that benefit/s from the social effects of the Project.

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

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

“**Project Management Unit**” (hereinafter called the **PMU**) means the dedicated local co-ordinating structure established in Kraljevo, which, by delegation of the PIB, is in charge of the day-to-day implementation and physical management of the activities included under the Project.

“**Project Monitoring Body**” (hereinafter called the **PMB**) means the Republic Housing Agency (or any successor thereto), which, by delegation of the PIB, is in charge of the financial administration of the Project and for liaising with CEB regarding monitoring aspects.

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

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

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

Article 1. Conditions

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

Article 2. The Project

The CEB grants to the Borrower, who accepts, a Loan (hereinafter, the Loan) for the financing of the Project ref. LD 1830 (2014), approved by CEB's Administrative Council on 24 January 2014, consisting in the partial financing of the demolition of 21 existing buildings and the construction of 4 new eight storey buildings on Kraljevo's 'Pic Mala' urban housing estate (hereinafter, the **Project Site**) to be used for the re-housing of 366 homeowners and social housing tenants whose dwellings were irreparably damaged by the November 2010 earthquake which hit the City of Kraljevo and central parts of Serbia.

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

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

Article 3. The Loan

3.1. Financial conditions

The amount of the Loan granted is:

EUR 8 000 000
Eight million euros

It shall be disbursed in Tranches.

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

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

3.2. Disbursement

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

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

The first Tranche, not to exceed 50% of the approved Loan amount, will be disbursed into a registered special account, which may be audited by the CEB.

Each subsequent Tranche can be disbursed, within 18 months from the disbursement of the previous Tranche, only after the Borrower confirms in writing to the CEB, subject to compliance with article 4.2.2 below, that 90% of the previous

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

3.3. Conditions for disbursement

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

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

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

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

3.4. Closing Date

The Closing Date is set at 31 December 2019.

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

3.5. Payment details

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

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

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

Article 4. Monitoring the Loan and the Project

4.1. Use of the Loan

4.1.1. Period

Unless otherwise agreed to in writing between the Parties (by means of an exchange of letters), the Tranches must be Allocated by the Borrower to the Project within twelve (12) months after each disbursement.

The amount not Allocated to the Project within such period must be repaid to the CEB, within thirty (30) days upon expiration of the aforementioned 12-month period, at the latest.

The proceeds of the Loan cannot be used for the financing of taxes, customs and other duties.

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

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

4.1.2. Implementation of the Project

The Borrower designates the Ministry of Construction, Transport and Infrastructure as the PIB.

For the implementation and management of the Project, the PIB will conclude a Preliminary Agreement on Cooperation with the City of Kraljevo that will stipulate that the implementation and management of the Project will be placed under the responsibility of the City of Kraljevo – by using the capacities of the Kraljevo Municipal Housing Agency, local public companies and the competent services of the municipal administration – in co-ordination, at central level, with the PIB and the Republic Housing Agency which will act as the PMB.

The PMB's role will comprise:

- *performing of the procurement process;*
- verification of the compliance of the procurement process with the provisions of Article 4.1.3. of the Agreement;
- control of Project performance and other aspects expressed in terms of Project Performance Indicators, as specified in Appendix 4, tailored to the specific nature of the Project partially financed by CEB;
- management of the CEB loan proceeds transferred by the Borrower to the Ministry of Construction, Transport and Infrastructure. The loan tranches will be transferred by the PIB to the suppliers of works, services and goods according to the contracts after the submission of certified situations of performed works (interim payment certificate);

- verification of the disbursement requests to CEB – to be submitted to CEB through the Ministry of Finance or any successor thereto, on behalf of the Borrower – and alignment with actual financing needs and plans.

As stipulated in the Preliminary Agreement on Cooperation, for the management of the Project, the City of Kraljevo will establish within its structure a fully functional PMU, with no legal status of its own. Dedicated staff, office space and equipment will be provided to the PMU by the City of Kraljevo to enable it to perform activities related to the co-ordination and implementation of the Project.

In accordance with Article 3.3. of the Agreement, before the first disbursement of the Loan, the PMU should be fully functional and adequately staffed in accordance with CEB's recommendations made during appraisal and with the Feasibility Report prepared for the Project. The PMU will keep a separate account for the activities carried out under the Project which may be audited by CEB.

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

4.1.2.1. Duty of care

The Borrower shall apply all care and diligence, and shall exercise all typically used means, in particular financial, technical, social, managerial and those concerning environmental protection, which shall be necessary for the proper implementation of the Project.

4.1.2.2. Increased or revised cost of the Project

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

In particular, it shall ensure – before the Project is implemented – that all the financing, land and real property rights which are necessary therefor are available and that all assets and plants are permanently insured and maintained.

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

4.1.2.3. CEB visibility

The Borrower shall indicate to the Final Beneficiaries that the Project is partly financed by the CEB via appropriate means of communication including web-site, press release, brochures and/or the exhibit of billboards at relevant Sub-project sites.

In any case, information given to the media, official notices, reports, brochures, billboards or publications shall display in an appropriate way the CEB logo.

4.1.2.4. Project undertakings

The Borrower shall undertake that:

- It will comply with the eligibility criteria set out in the Loan Policy;
- The implementation of the Project complies with the relevant rules on fraud, corruption and money laundering, as further detailed below under Articles 4.1.4. to 4.1.6.;
- The implementation of the Project does not lead to a violation of the European Convention on Human Rights and of the European Social Charter;

- All rights of way or use related to land and real estate property and all permits necessary for the implementation and operation of the Project are obtained and remain in force;
- To the extent not otherwise covered by Serbian law, all works and property forming part of the Project are permanently insured in accordance with standard industry practice;
- Maintenance (direct or indirect), repair, overhaul and renewal of all equipment and real estate property forming part of the Project is carried out as required to keep it in good working order; in this respect, the Borrower shall inform CEB in due course of all the arrangements made to this end;
- Environmental undertakings: the implementation and operation of the Project complies with CEB's Environmental Policy. In particular, the PIB, on behalf of the Borrower, shall ensure that:
 - (i) The implementation and operation of the Project complies with CEB's Environmental Policy;
 - (ii) All environmental consents and planning permissions, as and when necessary for the realisation of the Project, are duly obtained;
 - (iii) The Project complies with any prescription given by and condition attached to each such consent or permission;
 - (iv) Implementation of the Project is carried out in line with the recommendations of any required Environmental Impact Assessment (EIA) and the conditions attached to the final permits from the competent environmental authorities;
 - (v) The conceptual design of the Project sets targets on indicators in terms of energy consumption as well as monitoring instruments to compare energy performance of new and existing buildings and facilities.

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

4.1.3. Procurement

Procurement of supplies, works and services to be financed under the Project shall comply with the Procurement Guidelines. In particular, the thresholds above which the PMB on behalf of the Borrower shall be required to obtain supplies, works and services through international procurement procedures are the ones set out in the relevant EU Procurement Directives, as published from time to time in the Official Journal of the European Union (OJEU).

The Procurement Plan (and any update thereof) indicating the procurement methods for each contract shall be submitted to the CEB for approval. Upon receipt, the CEB will inform the Borrower of the scope of review that CEB will carry out for each contract.

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

4.1.4. Integrity Commitment

The Borrower warrants that it has not committed, and no person to its present knowledge has committed, and undertakes that it will not commit, and no person, with its consent or prior knowledge, will commit, in connection with the procurement process under the Project or the execution of any contract under the Project, as described in Appendix 1, a corrupt, fraudulent, coercive or collusive practice.

For the purposes of this Agreement:

- “A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party”;
- “A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation”;
- “A coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party”;
- “A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party”.

In this respect, the knowledge of any member of the PIB or PMU or the persons mentioned in Article 4.1.6 shall be deemed the knowledge of the Borrower. The Borrower undertakes to inform CEB if it should become aware of any fact or information suggestive of the commission of any such practice.

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

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

4.1.5. Investigations and information

The PIB, on behalf of the Borrower, undertakes:

- (a) To take such action as CEB shall reasonably request to investigate and/or terminate any alleged or suspected act or failure to comply with the undertakings described in Article 4.1.4;
 - (b) To facilitate any investigation that CEB may make concerning any such act or failure to comply with the undertakings described in Article 4.1.4;
- and

- (c) To inform CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such act or failure to comply with the undertakings described in Article 4.1.4.

4.1.6. Contact

Unless the PIB, on behalf of the Borrower, shall otherwise specify in writing to CEB, the head of the PMB shall be responsible for contacts with CEB for the purposes of Article 4.1.4 and 4.1.5.

4.2. Information requirements

4.2.1. Information concerning the Project

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

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

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

4.2.2. Monitoring reports

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

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

In any case, monitoring reports shall address:

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

4.2.3. Project completion report

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

4.2.4. Monitoring missions

The PIB, the PMB and the PMU, on behalf of the Borrower, undertake to favourably receive any monitoring missions carried out by employees of the CEB or outside consultants hired by the CEB, and to provide all the necessary co-operation for their monitoring missions, by facilitating any possible visits to the site of the Project. In particular, the CEB may have an on-site audit of the Project's accounting carried out by one or more consultants of its choice, at the Borrower's expense, in the case of default by the Borrower in respect of any of its obligations under the Loan.

Article 5. Discharge of the Borrower's obligations

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

Article 6. Interest for delay

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

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

Article 7. Associated costs

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

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

Article 8. Pari passu and negative pledge

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

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

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

Article 9. Representations and warranties

The Borrower represents and warrants:

- that its competent bodies have authorised it to enter into the Agreement and have given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations, articles of association and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations, articles of association, and other texts applicable to it and that all the permits, licences, and authorisations necessary therefor have been obtained and shall remain valid for the entire Loan period.

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

Article 10. Relations with third parties

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

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

Article 11. Interpretation of the Agreement

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

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

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

Article 12. Applicable law

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

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

Article 13. Execution of an arbitration award

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

Article 14. Notices

Any notice or other communication to be given or made under this Agreement to CEB or the Borrower shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand, airmail or facsimile by one party to the other at such party's address specified below.

Ministry of Finance of the Republic of Serbia
For the Borrower: 20, Kneza Miloša Street – 11000 Belgrade, Serbia
Attention: Minister of Finance and/or State Secretary
Fax: (+381 11) 361 89 61 [or] (+381 11) 364 2602

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

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

Article 15. Entry into force

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

Article 16. Originals of Agreement

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

In Belgrade, on April 21. 2016
For the **Republic of Serbia**

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

In Paris, on April 6. 2016
For the **Council of Europe Development Bank**

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

LIST OF APPENDICES

APPENDIX 1	PROJECT DESCRIPTION	<i>page 17</i>
APPENDIX 2	SIDE LETTER (TEMPLATES):	
	- <i>Appendix 2a: Side Letter for a fixed rate loan in Euro</i>	<i>page 21</i>
	- <i>Appendix 2b: Side Letter for a floating rate loan in Euro</i>	<i>page 23</i>
APPENDIX 3	MONITORING REPORTS (TEMPLATES):	
	- <i>Narrative Progress Report</i>	<i>page 26</i>
	- <i>Table 1: Costs</i>	<i>page 27</i>
	- <i>Table 2: Annual Procurement Plan</i>	<i>page 28</i>
	- <i>Table 3: List of awarded contracts</i>	<i>page 29</i>
	- <i>Table 4: CEB Loan Utilisation</i>	<i>page 30</i>
	- <i>Table 5: Breakdown of funding received</i>	<i>page 31</i>
	- <i>Table 6: Activity schedule</i>	<i>page 32</i>
APPENDIX 4	PROJECT PERFORMANCE INDICATORS	<i>page 33</i>

PROJECT DESCRIPTION

I.	Project reference:	LD 1830 (2014)
	Borrower:	Republic of Serbia (through the Ministry of Finance)
	Approval by the Administrative Council:	24 January 2014
	Amount approved:	EUR 8 000 000
II.	Sector of action:	The Project will encompass the following CEB sector of action: <i>“Natural or ecological disasters”</i> .
	Planned works:	<p>The objective of the project is to provide compensatory permanent housing solutions to 366 families whose dwellings were damaged during the November 2010 earthquake which hit the City of Kraljevo and central parts of Serbia.</p> <p>The CEB funds will partially finance the demolition of 21 existing buildings and the construction of 4 new eight storey buildings on Kraljevo’s ‘Pic Mala’ urban housing estate to be used for the re-housing of 366 homeowners and social housing tenants (the Final Beneficiaries) whose dwellings were irreparably damaged by the earthquake.</p> <p>The realization of the Project (planned construction and demolation) could be split into phases.</p>
	Location:	Kraljevo (Serbia)
	Estimated total cost of the Project:	EUR14.2 million

Indicative costs and financing plan:	The indicative cost breakdown and corresponding financing plan for the Project are as follows:																																																										
	<table border="1"> <thead> <tr> <th>1</th> <th>Development costs (in milion EUR)</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1.1</td> <td>Land</td> <td>1,1</td> <td>7,8%</td> </tr> <tr> <td>1.2</td> <td>Infrastructure – primary / servicing location</td> <td>1,3</td> <td>9,2%</td> </tr> <tr> <td>1.3</td> <td>Development of urban design and building design documentation and researchs</td> <td>0,6</td> <td>4,2%</td> </tr> <tr> <td>1.4</td> <td>Construction of new facilities</td> <td>7,5</td> <td>52,8%</td> </tr> <tr> <td>1.5</td> <td>Demolition of existing buildings</td> <td>0,5</td> <td>3,5%</td> </tr> <tr> <td>1.6</td> <td>Infrastructure and landscape works</td> <td>1,4</td> <td>9,9%</td> </tr> <tr> <td>1.7</td> <td>Supervision and tehcnical inspection</td> <td>0,4</td> <td>2,8%</td> </tr> <tr> <td>1.8</td> <td>Management</td> <td>0,5</td> <td>3,5%</td> </tr> <tr> <td></td> <td>Sub-total</td> <td>13,3</td> <td>93,7%</td> </tr> <tr> <td>1.9</td> <td>Contingency</td> <td>0,5</td> <td>3,5%</td> </tr> <tr> <td>1.10</td> <td>Technical assistance WBIF grant – Round 10</td> <td>0,3</td> <td>2,1%</td> </tr> <tr> <td>1.11**</td> <td>Technical assistance WBIF grant – Round 15</td> <td>0,1</td> <td>0.70%</td> </tr> <tr> <td></td> <td>TOTAL</td> <td>14,2</td> <td>100,0%</td> </tr> </tbody> </table>			1	Development costs (in milion EUR)			1.1	Land	1,1	7,8%	1.2	Infrastructure – primary / servicing location	1,3	9,2%	1.3	Development of urban design and building design documentation and researchs	0,6	4,2%	1.4	Construction of new facilities	7,5	52,8%	1.5	Demolition of existing buildings	0,5	3,5%	1.6	Infrastructure and landscape works	1,4	9,9%	1.7	Supervision and tehcnical inspection	0,4	2,8%	1.8	Management	0,5	3,5%		Sub-total	13,3	93,7%	1.9	Contingency	0,5	3,5%	1.10	Technical assistance WBIF grant – Round 10	0,3	2,1%	1.11**	Technical assistance WBIF grant – Round 15	0,1	0.70%		TOTAL	14,2	100,0%
	1	Development costs (in milion EUR)																																																									
	1.1	Land	1,1	7,8%																																																							
	1.2	Infrastructure – primary / servicing location	1,3	9,2%																																																							
	1.3	Development of urban design and building design documentation and researchs	0,6	4,2%																																																							
	1.4	Construction of new facilities	7,5	52,8%																																																							
	1.5	Demolition of existing buildings	0,5	3,5%																																																							
	1.6	Infrastructure and landscape works	1,4	9,9%																																																							
	1.7	Supervision and tehcnical inspection	0,4	2,8%																																																							
	1.8	Management	0,5	3,5%																																																							
		Sub-total	13,3	93,7%																																																							
	1.9	Contingency	0,5	3,5%																																																							
	1.10	Technical assistance WBIF grant – Round 10	0,3	2,1%																																																							
	1.11**	Technical assistance WBIF grant – Round 15	0,1	0.70%																																																							
		TOTAL	14,2	100,0%																																																							
		<table border="1"> <thead> <tr> <th>2</th> <th>Financing structure (in milion EUR)</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>2.1</td> <td>CEB loan (1.4 + 1.5)</td> <td>8,0</td> <td>56,4%</td> </tr> <tr> <td>2.2</td> <td>The city of Kraljevo contribution – in kind and cash (1.1 + 1.2 + 1.6 + 1.8 + 1.9)</td> <td>4,8</td> <td>33,8%</td> </tr> <tr> <td>2.3</td> <td>WBIF – grant (round 10) (1.3 + 1.10)</td> <td>0,9</td> <td>6,3%</td> </tr> <tr> <td>2.4**</td> <td>The city of Kraljevo contribution – in kind and cash (1.7 + 1.11)</td> <td>0,5</td> <td>3,5%</td> </tr> <tr> <td></td> <td>TOTAL</td> <td>14.2</td> <td>100,0%</td> </tr> </tbody> </table>			2	Financing structure (in milion EUR)			2.1	CEB loan (1.4 + 1.5)	8,0	56,4%	2.2	The city of Kraljevo contribution – in kind and cash (1.1 + 1.2 + 1.6 + 1.8 + 1.9)	4,8	33,8%	2.3	WBIF – grant (round 10) (1.3 + 1.10)	0,9	6,3%	2.4**	The city of Kraljevo contribution – in kind and cash (1.7 + 1.11)	0,5	3,5%		TOTAL	14.2	100,0%																															
	2	Financing structure (in milion EUR)																																																									
	2.1	CEB loan (1.4 + 1.5)	8,0	56,4%																																																							
	2.2	The city of Kraljevo contribution – in kind and cash (1.1 + 1.2 + 1.6 + 1.8 + 1.9)	4,8	33,8%																																																							
	2.3	WBIF – grant (round 10) (1.3 + 1.10)	0,9	6,3%																																																							
	2.4**	The city of Kraljevo contribution – in kind and cash (1.7 + 1.11)	0,5	3,5%																																																							
		TOTAL	14.2	100,0%																																																							
	* Exact figures may not add up, due to rounding																																																										
	**The application for WBIF grant which would cover the costs of Supervision and technical inspection (1.7+1.11) was submitted on 19/02/2016. In case of approval, these cost items will be borne by the WBIF / IPF grant																																																										
Progress of works:	0% at the time of the Loan Application.																																																										
Schedule of works:	2013-2019. The Project's closing date is accordingly set at 31 December 2019.																																																										

III. Eligibility criteria and costs eligible for CEB financing:	<p>Eligibility criteria:</p> <p>Projects in the “Natural or ecological disasters” sector are eligible when they involve the reconstruction or rehabilitation of destroyed or damaged public structures and housing, in particular basic infrastructure such as water supplies, waste water and solid waste</p>
------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>treatment, electricity and gas supplies. The provision of intervention materials and equipment can also be eligible for CEB financing.</p> <p>The purpose of the actions undertaken is to provide national and local authorities with assistance in the reconstruction of the affected areas.</p> <p>They are also aimed at developing means for the prevention of natural or ecological disasters.</p> <p>The CEB also finances projects specifically targeted to the prevention of natural and ecological disasters and mitigation of their risks, in particular in terms of floods, fire, avalanches, earthquakes and landslides.</p> <p>Within the framework of projects for the prevention of natural or ecological disasters, projects aimed at the construction of water-retaining dikes are eligible as long as the criteria detailed by the CEB Environmental Policy are met.</p> <p><u>Eligible costs:</u></p> <p>CEB's Loan cannot be allocated to indirect taxes, including value added tax (VAT), as per Article 4.1.1 of the Agreement.</p> <p>The costs eligible for CEB financing include:</p> <ol style="list-style-type: none"> i. The cost of surveys or studies (technical, economic or commercial, engineering) as well as the cost of technical supervision of project works to completion. These costs should not exceed 5% of the total cost of the project, unless justified; ii. The cost of acquiring land directly linked to a project, at its purchase price, unless it has been donated or granted; iii. Preparation of the land; iv. Construction/renovation/modernization or purchase of buildings directly linked to a project; v. The installation of related infrastructure such as sewerage, water supply, electricity and telecommunications networks, waste disposal and waste water treatment, roads, etc.; vi. The purchase of materials, equipment and machinery, as well as the related costs linked to the training of staff. <p>Contingencies for unanticipated costs (technical and/or price increases) can be financed by CEB. These represent financial coverage in respect of possible changes in the quantity of work required, in the type and quantity of equipment to be purchased or in the method of carrying out the project. Depending on the sector of activity and the various components of the project, these contingencies may represent up to 10% of the total cost of the project.</p>
<p>Specific conditions:</p>	<ul style="list-style-type: none"> – After the construction of new buildings, the City of Kraljevo will sign Property Exchange Contracts with Final Beneficiaries, based on a “m² per m²” compensation principle, measured and calculated according to the “JUS UC2.100” standard from 2002, meaning that all the beneficiary households will be relocated into apartments of at least the same size than the one they currently use. – Beneficiary homeowners will receive ownership and delivery of the newly built apartments without a compensation for any difference in real estate value, in accordance with Article 31 of the Law on Public Property (Official Gazette of the Republic of Serbia, No. 72/2011, 88/2013 and 105/2014). – Owners of the old apartments, whose size is below the statutory minimum requirements imposed by the Serbian legislation, will have the right to purchase (<i>Option 1</i>) or rent (<i>Option 2</i>) the additional net floor area needed to ensure compliance of the newly built apartments with the minimum requirements for size: <ul style="list-style-type: none"> ▪ <u>Option 1</u>: homeowners will have the right to purchase the additional net floor area at a subsidised price. Payments in instalments will be enabled over a 20 year period. Payments will include a minimum amount to cover administration costs. ▪ <u>Option 2</u>: homeowners will also have the option to pay a rent for the additional net

	floor area of the apartments, in accordance with the Decree on Norms and Standards for Planning, Designing, Construction and Conditions for Use and Maintenance of Social Housing Apartments (Official Gazette of the Republic of Serbia, No. 26/2013).
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IV. Project performance indicators:	A list of project performance indicators which shall serve as a basis for the evaluation during Project implementation is presented in <u>Appendix 4</u> .
--------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------

V. Social and environmental effects:	<p><u>Anticipated social effects</u></p> <p>The Project will provide direct benefits for the beneficiary households and the City authorities, and will indirectly benefit the general population of Kraljevo.</p> <p>The Project's beneficiary households will become owners or tenants of the new apartments, designed and built in accordance with all the contemporary space consumption, accessibility, safety and energy-efficiency standards, and completely serviced with infrastructure, which will significantly improve their quality of life. Additionally, the market value of their property will significantly increase, not only due to the quality of their new apartments, but also due to all the redevelopment the City intends to commence in the surrounding area.</p> <p>The Project will enable the City authorities to increase the density at the location which will allow for a more efficient use of land and infrastructure, lower energy consumption and network losses, and better organisation of open spaces.</p> <p><u>Environmental aspects</u></p> <p>An environmental screening of the Project was undertaken in parallel with the preparation of the Project Feasibility Report, concluding that an Environmental Impact Assessment (EIA) should be prepared to address noise, dust and vibration impacts due to the demolition and construction works and traffic movements.</p> <p>The EIA should include an environmental management plan that provides adequate mitigation measures to ensure the safety of and limit nuisances to the affected population on the Project site.</p> <p>During the demolition and construction periods, a series of measures will be taken designed to reduce the environmental impact that the demolition and construction works will cause. Negative environmental impact, affecting the comfort of neighbouring populations and the traffic on the Project Site, may be expected during the implementation period. Mitigation measures will be taken in that sense and will include, <i>inter alia</i>:</p> <ul style="list-style-type: none"> - increased protection of the facades of the buildings during the demolition and construction periods, in order to reduce the transmission of noise and dust, - creation of alternative accesses, independent and safe. <p>In addition, the new buildings will be constructed in such a way as to satisfy the criteria needed for issuing an Energy Performance Certificate of at least Category C, in line with the applicable Serbian national regulations and the directives of the European Union on the energy performance of buildings, as amended from time to time.</p>
---------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

LD 1830 (2014) – [number] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [date]

between

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

and

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

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

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

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

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

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

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

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

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

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

LD 1830 (2014) – [*number*] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [*date*]

between

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

and

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

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

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

Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE: [cipher] via [name correspondent bank and city] SWIFT CODE: [cipher]
Payment Instructions (CEB)	As per Art. 3.5. of Framework Loan Agreement

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

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

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

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

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

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

MONITORING REPORTS (<i>Templates</i>)

Table of contents

- Narrative Progress Report
- **Table 1:** Costs
- **Table 2:** Annual Procurement Plan
- **Table 3:** List of awarded contracts
- **Table 4:** CEB loan utilisation
- **Table 5:** Breakdown of funding received
- **Table 6:** Activity Schedule Diagram

Narrative Progress Report (Template)

LD 1830 (2014) - Kraljevo earthquake reconstruction (SERBIA)	
Planned Project Cost: CEB Loan Framework Amount: Co-financing:	<i>Development Objectives:</i>
Effective Date of Entry into Force: Planned Completion Date: Years Under Implementation:	<i>Implementing Agency:</i>
% Disbursed as of (date):	<i>Disbursement History (end of period):</i> Current Projected Attached Updated Disbursement information
Summary of Project Status: The status of project implementation to date is as follows:	

Project Administration	

Project Cost and Financing	

Financial Project implementation activities during (period)	

Technical Project implementation activities during (period)	

Procurement activities during (period)	

Proposed procurement plan of activities	

Monitoring and evaluation	

Project Specific Issues/Suggestions/Recommandations	

TABLE 2 – PROCUREMENT PLAN FOR YEAR XXXX

Country: Republic of Serbia

Project ref: LD 1830 (2014)

Project name: Kraljevo earthquake reconstruction

Date of the Progress report:

1. Civil Works

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

2. Goods

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

3. Services

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

IIB (1): the Domestic Preference column must be filled in only in the case of ICB Procurement Method. In the case of other Procurement Methods, please insert "N/A".

IIB (2): in Column 5, please specify the financing sources expected to be used, e.g.: CEB, Others IFIS, State Budget, Beneficiary Own Resources, etc.

TABLE 3 – LIST OF AWARDED CONTRACTS

Country: Republic of Serbia

Project ref: LD 1830 (2014)

Project name: Kraljevo earthquake reconstruction

Date of the Progress report:

VAT excluded

Contract Description			Supplier / Contractor		Contract Provision			Date of Contract signing	Contract Duration (in months)	Category of contracts [2]	Paid		Period of implementation		Date of Work Reception	Modification (Comments)
Ref.	Title	Object of the Contract	Name	Country	Currency	Amount	equivalent in EUR [1]				in national currency	equivalent in EUR [3]	Starting	Ending		

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

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

[3] Countervalue in EUR at the exchange rate in force at the date of payment.

TABLE 5 – BREAKDOWN OF FUNDING RECEIVED

in EUR (net of VAT)

Country: Republic of Serbia

Date of the Progress report:

Project ref: LD 1830 (2014)

Project name: Kraljevo earthquake reconstruction

Financing sources	Year 1 [*]	Year 2 [*]	Year ... [*]	TOTAL	Comments
CEB					
City of Kraljevo					
WBIF/IPF					
TOTAL					

^{*} Please replace Year 1, Year 2, ... with the reference year.

TABLE 6 – ACTIVITY SCHEDULE DIAGRAM***Country:** Republic of Serbia**Project ref:** LD 1830 (2014)**Project name:** Kraljevo earthquake reconstruction**Date:**

DESCRIPTION			YEAR 20.. **				YEAR 20.. **				YEAR 20.. **				YEAR 20.. **				% PHYSICAL WORK PROGRESS	MODIFICATION / COMMENTS
No	Items	Schedule	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
I	Demolishing	Planned																		
		Revised																		
II	Construction	Planned																		
		Revised																		
III	Management	Planned																		
		Revised																		
IV	Supervision	Planned																		
		Revised																		

* This table will have to be updated based on the procurement plan.

To visually represent the progress of each activity during the reference year, please use the appropriate colour below:

Original schedule 

Revised schedule 

** Please insert the corresponding reference year and add columns if/where necessary

PROJECT PERFORMANCE INDICATORS (Templates)

Objectives	Indicator	Concept	Unit	Current situation*	Project target*	Project outcome
<i>Provide housing to households whose homes were irreparably damaged</i>	Access / Equity	Housing conditions	Registered homes assessed as inhabitable	nr		
	Efficiency	Housing typology	Individual to collective housing ratio	%		
		Expenditure	Total cost of housing damage relief	€		
		Unit production cost	Studies, designs, construction, onsite infrastructure, management and supervision	€/m ² or €/dwg		
	Quality	Habitability	(Average) net usable floor area per person	m ²		
		Energy efficiency	Building envelope's U-value or reduction of consumption and/or utility bill	W/m ² K or kWh/(m ² /a) and/or %		
		Environmental sustainability	recycling; energy; efficiency; renewable energy	Y/N		
		Urban infrastructure	Utilities; garbage collection; urban furniture; community centres, services	Size and/or capacity		
<i>Increase municipal housing stock</i>	Access / Equity	Social housing stock	Number of social housing tenant households	nr		
	Efficiency	Housing affordability	Average rent to net household income	%		
		Cost recovery	Share of replacement cost (land and building) <u>included in rent</u>	%		
		Running cost coverage	Annual revenue to annual cost (capital, operation, maintenance)	%		
	Quality	Habitability	(Average) net usable floor area per person	m ²		
		Comfort conditions	Amenities (DHW, heating, etc.)	y/no		

* Information to be provided to CEB before the signature of the Side Letter for the first Tranche

OKVIRNI SPORAZUM O ZAJMU

između

BANKE ZA RAZVOJ SAVETA EVROPE

i

REPUBLIKE SRBIJE

BANKA ZA RAZVOJ SAVETA EVROPE, međunarodna organizacija, sa sedištem u Parizu (u daljem tekstu: **BSE**), s jedne strane,

i

Republika Srbija (u daljem tekstu: **Zajmoprimac**), s druge strane,

- Na osnovu zahteva koji je podnela Vlada države članice – Republike Srbije od 9. januara 2014. godine (u daljem tekstu: **Prijava za zajam**),
- Na osnovu Trećeg protokola Opšteg sporazuma o povlasticama i imunitetima Saveta Evrope,
- Na osnovu BSE okvirne politike za zajmove i projektno finansiranje (u daljem tekstu: **Politika za zajmove**), usvojene Rezolucijom Administrativnog saveta BSE: 1562 (2013. godine),
- Na osnovu Politike zaštite životne sredine BSE (u daljem tekstu: **Politika zaštite životne sredine**) usvojene Rezolucijom Administrativnog saveta BSE 1530 (2010. godine),
- Na osnovu BSE Smernica usvojenih od strane Administrativnog saveta BSE 21. septembra 2011. godine (u daljem tekstu: **Smernice za nabavke**),
- Na osnovu Propisa o zajmu BSE usvojenih Rezolucijom Administrativnog saveta BSE 1562 (2013. godine) (u daljem tekstu: **Propisi za zajmove**).

DOGOVORILE SU SE SLEDEĆE:

Definicije

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

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

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

„**Zakon o zaštiti životne sredine**” označava zakone EU kao i nacionalne zakone i propise koji su na snazi u Republici Srbiji, kao i važeće međunarodne sporazume čiji je glavni cilj očuvanje, zaštita ili unapređenje životne sredine.

„**EURIBOR**” (referentna međubankarska stopa za evro) jeste stopa po kojoj međubankarske oročene depozite u evrima, jedna prvoklasna banka ponudi drugoj prvoklasnoj banci u okviru evro zone. Garantuje je Evropska bankarska federacija, obračunava Reuters i objavljuje se svakog radnog dana u Briselu u 11:00 časova na Reuters-ovoj stranici EURIBOR01.

„**Krajnji korisnik/korisnici**” je/su pojedinac/pojedinci ili pravno/pravna lice/lica koji imaju koristi od socijalnih efekata Projekta.

„**Konvencija o modifikovanom narednom Radnom danu**” znači konvenciju po kojoj, ukoliko bi određeni datum pao na dan koji nije radni dan, takav datum bi bio prvi naredni dan koji je radni dan, izuzev ukoliko taj dan pada u sledećem kalendarskom mesecu, u tom slučaju taj dan će biti prvi Radni dan koji prethodi određenom datumu.

„**Telo za implementaciju Projekta**”(u daljem tekstu: TIP) znači Ministarstvo građevinarstva, saobraćaja i infrastrukture Republike Srbije (ili bilo koji drugi organ koji ga nasledi) koji, delegiran od strane Zajmoprimca, nadgleda sprovođenje Projekta.

„**Jedinica za upravljanje Projektom**” (u daljem tekstu: JUP) znači određenu lokalnu koordinacionu strukturu osnovanu u Kraljevu, koja je, delegirana od strane TIP, zadužena za svakodnevno sprovođenje Projekta i fizičko upravljanje aktivnostima u okviru Projekta.

„**Telo za praćenje Projekta**” (u daljem tekstu: TPP) znači Republička agencija za stanovanje (ili bilo kojeg njenog naslednika), koja je, delegirana od strane TIP, zadužena za finansijsko upravljanje Projektom i za saradnju sa BSE u pogledu aspekata praćenja.

„**Projektovano stanje napretka radova**” znači odnos kvalifikovanih troškova za sve sastavne delove Projekta, prema ukupnim kvalifikovanim troškovima Projekta, gde kvalifikovani troškovi obuhvataju već nastale troškove, kao i one koji se očekuju za određeni vremenski rok koji ne premašuje godinu dana od datuma poslednjeg izveštaja o praćenju Projekta (kako je utvrđeno članom 4.2.2. u daljem tekstu).

„**Stanje napretka radova**” znači odnos već nastalih kvalifikovanih troškova, za sve sastavne delove Projekta, i ukupnih prihvatljivih troškova Projekta.

„**Tranša**” znači iznos koji je isplaćen ili treba da bude isplaćen iz zajma.

Član 1. Uslovi

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

Član 2. Projekat

BSE odobrava Zajmoprimcu, koji prihvata, zajam (u daljem tekstu: **Zajam**) za finansiranje Projekta br. LD 1830 (2014) koji je odobrio Administrativni savet BSE 24. januara 2014. godine, a koji se sastoji iz delimičnog finansiranja rušenja 21 postojećeg objekta i izgradnje 4 nove osmospratne zgrade u gradskom stambenom naselju „Pic Mala” u Kraljevu (u daljem tekstu: **Lokacija projekta**) koji će biti iskorišćeni za ponovno smeštanje 366 porodica i zakupaca socijalnog stanovanja čije je stanove nepopravljivo oštetiio zemljotres koji je u novembru 2010. godine pogodio Kraljevo i centralne delove Srbije.

BSE daje zajam imajući u vidu da se Zajmoprimac obavezao da će ga koristiti isključivo za finansiranje projekta koji je opisan u Prilogu 1 (u daljem tekstu: **Projekat**), i da će realizovati takav Projekat pod uslovima koji su utvrđeni u ovom Sporazumu i njegovim priložima.

Svaka izmena načina korišćenja Zajma koje nije odobrila BSE može dovesti do obustave, poništavanja ili prevremene otplate Zajma, prema uslovima iz čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

Član 3. Zajam

3.1 Finansijski uslovi

Odobreni iznos Zajma je:

EUR 8 000 000
Osam miliona evra

Zajam će biti isplaćen u tranšama.

Za svaku tranšu, iznos, kamatnu stopu, datum isplate, period otplate i račune svake strane za plaćanje, utvrdiće zajedno Zajmoprimac i BSE. Period otplate ne sme biti duži od dvadeset (20) godina, uključujući period počeka od najviše pet (5) godina.

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

3.2. Isplata

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

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

Prva isplata, koja neće preći 50% od odobrenog iznosa zajma, biće isplaćena na određen specijalni račun, koji može biti prekontrolisan od strane BSE.

Svaka naredna Tranša može biti isplaćena u roku od 18 meseci od isplate prethodne Tranše, isključivo posle pisane potvrde Zajmoprimca upućene BSE, u skladu sa

članom 4.2.2. u daljem tekstu, u kojoj se potvrđuje da je 90% prethodne Tranše alocirano. Naredne Tranše će biti obračunate na bazi Stanja napretka radova i - ukoliko je to primenjivo - Projektovanog stanja napretka radova.

3.3. Uslovi za isplatu

Potpisivanje Pratećih pisama za isplatu prve tranše će biti u skladu sa sledećim dokazima i dokumentacijom koju je BSE prethodno primio u prihvatljivoj formi i strukturi:

1. Dokaz da je Zajmoprimac zvanično odobrio Izveštaj o izvodljivosti Projekta.
2. Dokaz da je JUP, zadužen za svakodnevno sprovođenje i fizičko upravljanje aktivnostima u okviru Projekta, uspostavljen od strane grada Kraljeva, adekvatno opremljen i kadrovski osposobljen u skladu sa članom 4.1.2. ovog sporazuma.
3. Plan nabavki pripremljen u skladu sa članom 4.1.3. ovog sporazuma.
4. Dokaz na engleskom, prihvatljiv za BSE, da je potpisivanje ovog sporazuma od strane Zajmoprimca propisno odobreno i da je/su osoba/e koja/je potpisuje/ju ovaj ugovor propisno ovlašćena/ne za to uz uzorak potpisa te/tih osobe/ba.
5. Pravno mišljenje na engleskom jeziku koje izdaje Ministarstvo pravde, u formi prihvatljivoj za BSE, koje se odnosi na kapacitet, snagu i ovlašćenje Zajmoprimca i potvrđuje da je Sporazum validan, obavezujući i da se sprovodi u skladu sa uslovima navedenim u njemu.

Pored toga, potpisivanje Pratećih pisama za sve tranše, uključujući i prvu Tranšu, biće u skladu sa sledećim dokazom koji je BSE prethodno primio:

1. Dokaz na engleskom, prihvatljiv za BSE, da je potpisivanje relevantnih Pratećih pisama od strane Zajmoprimca propisno odobreno i da je/su osoba/e koja/je potpisuje/ju u potpunosti propisno ovlašćena/ne za to uz uzorak potpisa te/tih osobe/ba.

3.4. Krajnji rok za povlačenje kreditnih tranši

Krajnji rok za povlačenje kreditnih tranši je 31. decembar 2019. godine.

Ukoliko bude potrebno, ugovorne strane mogu da dogovore produženje Krajnjeg roka za povlačenje kreditnih tranši putem razmene pisama.

3.5. Instrukcije o plaćanju

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

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

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

Član 4. Praćenje zajma i Projekta

4.1. Korišćenje zajma

4.1.1. Rok

Ukoliko se ugovorne strane nisu drugačije sporazumele u pisanoj formi (u vidu razmene pisama) Zajmoprimac mora da alocira tranše za potrebe Projekta, u roku od dvanaest (12) meseci od datuma svake isplate.

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

Sredstva iz Zajma ne smeju se koristiti za plaćanje poreza, carina ili drugih taksi.

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

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

4.1.2. Sprovođenje Projekta

Zajmoprimac određuje Ministarstvo građevinarstva, saobraćaja i infrastrukture za TIP.

Za potrebe sprovođenja i upravljanja Projektom, TIP će zaključiti Preliminarni sporazum o saradnji sa gradom Kraljevom, prema kojem će sprovođenje i upravljanje Projektom biti dužnost grada Kraljeva kroz kapacitete opštinske Agencije za stanovanje u Kraljevu, lokalnih javnih kompanija i kompetentnih usluga opštinske administracije u koordinaciji na centralnom nivou sa TIP-om i Republičkom agencijom za stanovanje koja će raditi kao TPP.

Uloga TPP-a će se sastojati od:

- sprovođenja procesa nabavke;
- provere da li je proces javnih nabavki u saglasnosti sa članom 4.1.3. Sporazuma;
- kontrole izvršavanja Projekta i drugih aspekata izraženih u vidu pokazatelja uspešnosti Projekta, kao što je definisano u Prilogu 4, sačinjenih prema specifičnoj prirodi Projekta koji se delimično finansira od strane BSE;
- upravljanja sredstvima zajma BSE transferisanih od strane Zajmoprimca Ministarstvu građevinarstva, saobraćaja i infrastrukture. Sredstva tranši biće transferisana od strane TIP-a izvođačima radova, za plaćanje roba i usluga, u skladu sa ugovorima, a nakon podnošenja overenih situacija za izvršene radove (privremena situacija);
- provere zahteva za plaćanje BSE, koji se podnosi BSE preko Ministarstva finansija ili bilo kog njegovog naslednika, u ime Zajmoprimca i usklađenosti sa aktuelnim finansijskim potrebama i planovima.

Kako je određeno u Preliminarnom sporazumu o saradnji za upravljanje Projektom, grad Kraljevo će osnovati, u okviru svoje strukture, potpuno funkcionalnu JUP koja nema pravni status. Posvećene kadrove, poslovni prostor i opremu grad Kraljevo će obezbediti JUP-u kako bi se omogućilo izvođenje aktivnosti u vezi sa koordinacijom i sprovođenjem Projekta.

U skladu sa članom 3.3. Sporazuma, pre plaćanja prve tranše Zajma, JUP bi trebalo da bude u potpunosti funkcionalna i adekvatno kadrovski popunjena u skladu sa preporukama BSE upućenih tokom procene i pripreme Studije izvodljivosti Projekta. JUP će voditi poseban račun za aktivnosti koje se sprovode u okviru Projekta, a koji može da kontroliše BSE.

Pored svega gore navedenog, Zajmoprimac će biti dužan da osigura poštovanje obaveza utvrđenih ovim sporazumom i biće odgovoran za bilo koje kršenje istih.

4.1.2.1. Obaveza staranja

Zajmoprimac će posvetiti dužnu pažnju i brigu, i upotrebiće sva uobičajeno korišćena sredstva, posebno finansijska, tehnička, društvena i upravljačka kao i ona vezana za zaštitu životne sredine, koja će biti potrebna za propisno sprovođenje Projekta.

4.1.2.2. Povećani ili revidirani troškovi Projekta

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

Naročito, osiguraće – pre nego što Projekat bude sproveden – da su dostupna sva neophodna sredstva, zemljište i imovinska prava i da se sva imovina i postrojenja trajno osiguraju i održavaju.

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

4.1.2.3. Vidljivost BSE

Zajmoprimac će naznačiti krajnjim korisnicima da Projekat delimično finansira BSE, i to posredstvom odgovarajućih medija uključujući i internet stranice, obaveštenja za novine, brošure i/ili postavljanje bilborda na lokacijama na kojima se izvode dati potprojekti.

U svakom slučaju, informacije koje se plasiraju u medije, zvanična obaveštenja, izveštaji, brošure, bilbordi ili publikacije moraju prikazivati jasno vidljiv znak (logo) BSE.

4.1.2.4. Obaveze po Projektu

Zajmoprimac će se dalje obavezati da:

- će se poštovati kvalifikujući kriterijumi utvrđeni u Politici za zajmove;
- će sprovođenje Projekta biti u skladu sa odgovarajućim propisima za sprečavanje prevara, korupcije i pranje novca, u skladu sa dole navedenim članovima od 4.1.4. do 4.1.6;
- sprovođenje Projekta neće dovesti do kršenja Evropske konvencije o ljudskim pravima i Evropske socijalne povelje;
- sva prava vezana za način ili korišćenje zemljišta i nepokretne imovine kao i sve dozvole potrebne za sprovođenje i tok Projekta budu obezbeđene i pravosnažne;
- sva imovina i radovi koji predstavljaju deo ovog projekta, a nisu obuhvaćeni u nekom aspektu važećim zakonima Republike Srbije, moraju biti trajno osigurani u skladu sa standardnom praksom date delatnosti;
- održavanje (posredno ili neposredno), popravka, remont i renoviranje celokupne opreme i nepokretne imovine koji čine deo ovog Projekta se moraju propisno vršiti i održavati adekvatno; Zajmoprimac će

blagovremeno obavještavati BSE o svim aranžmanima sklopljenim u ovu svrhu;

- obaveze u vezi sa zaštitom životne sredine: sprovođenje Projekta i svi radovi u vezi sa Projektom moraju biti u skladu sa Politikom zaštite životne sredine BSE; posebno, TIP se, u ime Zajmoprimca, mora postarati da:
 - (i) sprovođenje i rad na Projektu moraju biti usklađeni sa odredbama Politike zaštite životne sredine BSE;
 - (ii) sve saglasnosti za zaštitu životne sredine i planske dozvole, ako i kada budu potrebne za realizaciju Projekta, moraju biti blagovremeno obezbeđene;
 - (iii) Projekat mora biti usklađen sa preporukama i uslovima vezanim za svaku datu saglasnost ili dozvolu;
 - (iv) se sprovođenje Projekta vrši u skladu sa preporukama bilo koje potrebne Studije uticaja na životnu sredinu (EIA), kao i uslovima u vezi sa konačnim dozvolama koje izdaje institucija nadležna za pitanja životne sredine;
 - (v) idejno rešenje Projekta utvrđuje ciljeve za pokazatelje u pogledu energetske potrošnje kao i instrumente za praćenje kako bi se uporedila energetska uspešnost novih i postojećih zgrada i objekata.

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

4.1.3. Javne nabavke

Svaka javna nabavka dobara, radova i usluga koja će se finansirati u okviru ovog Projekta vršiće se u skladu sa Smernicama za nabavke BSE. Posebno, gore utvrđeni pragovi na osnovu kojih će TPP u ime Zajmoprimca vršiti nabavku dobara, radova i usluga putem međunarodnih procedura o javnim nabavkama, su pragovi koji su utvrđeni odgovarajućim Direktivama EU u vezi sa javnim nabavkama, što se povremeno objavljuje u Službenom glasniku Evropske Unije (OJEU).

Plan o javnoj nabavci (i bilo koje ažuriranje istog) koji pokazuje metode nabavki za svaki ugovor biće podnet BSE na odobrenje. Nakon prijema, BSE će obavestiti Zajmoprimca o obimu provere koju će BSE sprovesti za svaki ugovor.

Ukoliko TPP u ime Zajmoprimca ne ispoštuje obaveze koje proističu iz Smernica za nabavke, BSE (i) može proglasiti troškove tog ugovora kao nepodobne za alociranje u okviru Projekta; i/ili (ii) može da obustavi, poništi ili zahteva prevremenu otplatu Zajma pod uslovima utvrđenim čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

4.1.4. Obaveze integriteta

Zajmoprimac garantuje da nije počinio, i da nijedna druga osoba prema trenutnim saznanjima, nije počinila, i obavezuje se da neće počinuti, i da nijedna druga osoba uz njihovu saglasnost i prethodno saznanje neće počinuti, u vezi sa postupkom javnih nabavki u okviru Projekta ili sprovođenja bilo kojeg ugovora u okviru Projekta, kako je prikazano u Prilogu 1, radnju koja predstavlja korupciju, prevaru, prinudu i dogovaranje.

Za svrhu ovog sporazuma:

- „korupcija predstavlja nuđenje, davanje, primanje ili traženje, direktno ili indirektno, bilo čega vrednog što može nepropisno da utiče na aktivnosti druge strane”;
- „prevara predstavlja bilo koju radnju ili propust, uključujući i pogrešno tumačenje, koja svesno ili nesvesno obmanjuje, ili namerava da obmane, stranu koja treba da ostvari neku finansijsku ili drugu korist, ili kako bi se izbegla neka obaveza”;
- „prinuda predstavlja ugrožavanje ili nanošenje štete, ili pretnju da se ugrozi ili naudi, direktno ili indirektno, bilo kojoj strani ili njenoj imovini kako bi se nepropisno uticalo na aktivnosti strane”;
- „dogovaranje predstavlja aranžman između dve ili više strana sačinjen u svrhu postizanja nepropisnog cilja, uključujući i nepropisno uticanje na aktivnosti druge strane”.

U vezi s tim, saznanje bilo kog zaposlenog u TIP ili JUP, ili lica navedenih u članu 4.1.6, predstavljaće saznanje Zajmoprimca. Zajmoprimac se obavezuje da obaveštava BSE ukoliko dođe do saznanja o činjenju bilo koje od navedenih radnji.

Zajmoprimac će se takođe postarati da TIP ili JUP ustanovi, održava i postupa u skladu sa unutrašnjim procedurama i merama kontrole koje su predviđene nacionalnim zakonima i primerima najbolje prakse postupanja, radi obezbeđivanja da se ne zaključi nijedna transakcija (i) koja za cilj ima pranje novca ili (ii) sa ciljem da se finansira terorizam, od koje može imati korist bilo koje lice ili organizacija koja se navodi na spisku sankcionisanih lica koji objavljuje Savet bezbednosti UN, ili njegovih komiteta, i u skladu sa rezolucijama Saveta bezbednosti 1267 (1999), 1373 (2001) (dostupnih na <http://www.un.org/terrorism>), koji se povremeno ažurira, i/ili od strane Saveta EU u skladu sa njegovim zajedničkim stavovima 2001/931/CSFP i 2002/402/CSFP, i rezolucijama u vezi s tim kao i proisteklim iz toga, i/ili drugim aktima za njihovo sprovođenje u vezi sa finansiranjem terorizma.

Svako nepoštovanje gore navedenih garancija i obaveza predstavljalo bi kršenje člana 3.3-g i/ili člana 3.3-h Poglavlja 3 Propisa za zajmove i može dovesti do obustave, poništavanja ili prevremene otplate Zajma prema uslovima iz čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

4.1.5. Istrage i informacije

TIP se, u ime Zajmoprimca, obavezuje da:

- (a) preduzme takve radnje koje BSE može razumno zahtevati radi provere i/ili sprečavanja bilo koje navodno ili verovatno počinjene radnje ili nepoštovanja obaveza opisanih u članu 4.1.4;
- (b) olakša sprovođenje istrage koju BSE može sprovesti u vezi sa takvim aktima ili nepoštovanjem obaveza propisanih članom 4.1.4; i
- (v) obavesti BSE o merama koje su preduzete radi ostvarivanja naknade štete od lica koja su odgovorna za bilo koji gubitak koji je proizašao iz takvih akata ili nepoštovanja obaveza opisanih u članu 4.1.4.

4.1.6. Kontakt

Osim ukoliko TIP, u ime Zajmoprimca, pismeno ne obavesti BSE, rukovodilac TPP će biti odgovoran za kontakt sa BSE za svrhe utvrđene čl. 4.1.4 i 4.1.5.

4.2. Obavezne informacije

4.2.1. Informacije u vezi sa Projektom

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

TPP se, u ime Zajmoprimca, obavezuje da odgovori u razumnom roku na svaki zahtev BSE za davanje informacija i da obezbedi sva dokumenta koja BSE može smatrati neophodnim i može razumno tražiti kako bi se Sporazum pravilno realizovao, posebno što se tiče praćenja Projekta i korišćenja Zajma.

TPP će, u ime Zajmoprimca, odmah obavestiti BSE o svim izmenama zakona ili propisa u sektoru privrede koje su relevantne za Projekat i uopšte o svim pojavama koje mogu štetno uticati na izvršenje njegovih obaveza prema ovom sporazumu. Svaki slučaj koji može štetno uticati na sprovođenje obaveza Zajmoprimca po ovom sporazumu predstavljaće slučaj naveden u članu 3.3-h Poglavlje 3 Propisa za zajmove, i može dovesti do suspenzije, otkazivanja ili prevremene otplate Zajma u skladu sa članovima 3.3, 3.5 i 3.6 Propisa za zajmove.

4.2.2. Izveštaji o praćenju

Na svakih šest meseci, od početka sprovođenja Projekta pa do završetka celokupnog Projekta, TPP će, u ime Zajmoprimca, dostavljati BSE izveštaj o praćenju Projekta, kako polugodišnjeg tako i godišnjeg. TPP će takođe slati izveštaj o praćenju pre svake isplate, sa izuzetkom prve isplate. Pre svake isplate neophodno će biti da BSE smatra navedene izveštaje zadovoljavajućim.

U Prilogu 3 dat je primer obrasca u kojem je naveden minimum informacija koje BSE zahteva u izveštaju o praćenju projekta. Mogu se koristiti i drugačije forme izveštaja, ali samo pod uslovom da sadrže tražene informacije.

U svakom slučaju, izveštaji o praćenju će sadržati:

- stanje alokacije isplaćenih tranši Zajma;
- napredovanje planova za finansiranje i javne nabavke, u vezi sa Projektom;
- napredovanje samog Projekta, u smislu fizičkog napredovanja i nastalih troškova;
- detalje o upravljanju Projektom; i
- tehničke pokazatelje (kao što je navedeno u Prilogu 4).

4.2.3. Izveštaj o završetku Projekta

Po fizičkom završetku kompletnog Projekta, TPP će, u ime Zajmoprimca, predstaviti konačni izveštaj koji sadrži ocenu ekonomskih, finansijskih, socijalnih i ekoloških efekata Projekta. Ovaj izveštaj mora biti zadovoljavajući za BSE.

4.2.4. Misije za praćenje

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

Član 5. Oslobođanje Zajmoprimca od obaveza

Nakon plaćanja punog iznosa glavnice Zajma i celokupne kamate i drugih troškova proisteklih iz istog, posebno onih iznosa iz čl. 6. i 7. u daljem tekstu, Zajmoprimac će

u potpunosti biti oslobođen svojih obaveza prema BSE, izuzev onih koje su definisane u čl. 4.2.1. i 4.2.4. u prethodnom tekstu, u cilju eventualne naknadne ocene Projekta.

Član 6. Zatezna kamata

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

Primenljiva jednomesečna stopa EURIBOR biće ažurirana svakih 30 dana.

Član 7. Prateći troškovi

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

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

Član 8. Pari passu i negativna zaloga

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

Ukoliko su takva Sredstva obezbeđenja već data nekoj trećoj strani, Zajmoprimac je saglasan da obezbedi ili izda identično Sredstvo obezbeđenja u korist BSE ili, ukoliko postoji prepreka da to učini, ekvivalentno Sredstvo obezbeđenja, i da obezbedi ustanovljavanje takvog Sredstva obezbeđenja u korist BSE.

Propust u poštovanju ovih odredbi, predstavljao bi propust, kako je definisano u članu 3.3 (h) Poglavlja 3 Propisa za zajmove i može da dovede do suspenzije, otkazivanja ili prevremene otplate Zajma prema uslovima iz čl. 3.3, 3.5 i 3.6 Propisa za zajmove.

Član 9. Izjave i garancije

Zajmoprimac izjavljuje i garantuje:

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

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

Član 10. Odnosi sa trećim stranama

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

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

Član 11. Tumačenje Sporazuma

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

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

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

Član 12. Nadležno pravo

Za Sporazum, njegove Priloge i Prateća pisma biće merodavni propisi BSE, kao što je naznačeno u odredbama člana 1. stav 3. Trećeg Protokola (od 6. marta 1959. godine) Opšteg sporazuma o privilegijama i imunitetu Saveta Evrope (od 2. septembra 1949. godine) i drugo, ukoliko je neophodno, francusko pravo.

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

Član 13. Izvršenje arbitražne odluke

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

Član 14. Obaveštenja

Bilo koje obaveštenje ili druga vrsta komunikacije obavljene u vezi sa ovim sporazumom BSE-u ili Zajmoprimcu biće sačinjena u pisanoj formi i smatraće se da su uredno predati ili sačinjeni ukoliko se isporuče lično, putem avionske pošte ili putem faksa, upućenim od jedne ugovorne strane ka drugoj, na dole naznačenu adresu ugovorne strane.

Ministarstvo finansija Republike Srbije

Za Zajmoprimca: Kneza Miloša br. 20

11000 Beograd, Srbija

Za: ministra finansija i/ili državnog sekretara

Faks: (00 381) 11 3618 961 ili 3642 602

Za BSE: Banka za razvoj Saveta Evrope

Avenija Kléber 55

75116 Pariz, Francuska

Za: Generalni direktorat za zajmove i socijalni razvoj

Faks: (00 33 1) 47 55 37 52

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

Član 15. Stupanje na snagu

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

Član 16. Originalni primerci Sporazuma

Sporazum je sačinjen u dva (2) originalna primerka jednake važnosti.

Svaka ugovorna strana zadržava po jedan originalni primerak.

U Beogradu , dana 21. aprila 2016. godine

Za Republiku Srbiju

.....

Ime i prezime dr Dušan Vujović

Funkcija Ministar finansija

U Parizu , dana 6. aprila 2016. godine

Za BANKU ZA RAZVOJ SAVETA EVROPE

.....

Guverner/Viceguverner

Apolonio RUIZ LIGERO

Viceguverner

SPISAK PRILOGA**PRILOG 1 OPIS PROJEKTA****PRILOG 2 PRATEĆE PISMO (OBRASCI):**

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

PRILOG 3 IZVEŠTAJI O PRAĆENJU (OBRASCI):

- Narativni izveštaj o praćenju
- Tabela 1: Troškovi
- Tabela 2: Godišnji plan nabavke
- Tabela 3: Lista dodeljenih ugovora
- Tabela 4: Korišćenje Zajma BSE
- Tabela 5: Pregled primljenih sredstava
- Tabela 6: Plan aktivnosti

PRILOG 4 POKAZATELJI USPEŠNOSTI PROJEKTA

OPIS PROJEKTA

I	Broj projekta :	LD 1830 (2014)
	Zajmoprimac:	Republika Srbija (preko Ministarstva finansija)
	Odobrenje Administrativnog saveta:	24. januar 2014. godine
	Odobreni iznos:	EUR 8.000.000
II	Oblast delovanja:	Projekat će obuhvatiti sledeći sektor delovanja BSE: <i>"Prirodne ili ekološke katastrofe"</i>
	Planirani radovi:	<p>Cilj Projekta je da se obezbede kompenzacijska trajna stambena rešenja za 366 porodica čiji su stanovi oštećeni tokom zemljotresa koji je pogodio grad Kraljevo i centralne delove Srbije u novembru 2010. godine.</p> <p>Iz sredstava BSE zajma će se delimično finansirati rušenje 21 stambene zgrade i izgradnja 4 nove osmospratne stambene zgrade u urbanom stambenom naselju „Pic Mala” (Kraljevo) koji će biti iskorišćeni za ponovno smeštanje 366 vlasnika i zakupaca socijalnog stanovanja (Krajnji korisnici) čiji su stanovi nepopravljivo oštećeni u toku zemljotresa.</p> <p>Realizacija Projekta (planirana izgradnja i rušenje) se može podeliti u faze.</p>
	Lokacija:	Kraljevo (Srbija)
	Procenjeni ukupni troškovi Projekta:	EUR 14.2 miliona

Indikativni troškovi i plan finansiranja:	Indikativni pregled troškova i odgovarajući plan finansiranja Projekta:																																																																															
	<table border="1"> <tr> <td>1.</td> <td>Razvojni troškovi (u milionima EUR)</td> <td></td> <td></td> </tr> <tr> <td>1.1</td> <td>Zemljište</td> <td>1,1</td> <td>7,8%</td> </tr> <tr> <td>1.2</td> <td>Infrastruktura (primarna); pružanje usluga na lokaciji Projekta</td> <td>1,3</td> <td>9,2%</td> </tr> <tr> <td>1.3</td> <td>Izrada dokumentacije za urbanistički i građevinski projekat i istraživanje</td> <td>0,6</td> <td>4,2%</td> </tr> <tr> <td>1.4</td> <td>Izgradnja novih objekata</td> <td>7,5</td> <td>52,8%</td> </tr> <tr> <td>1.5</td> <td>Rušenje postojećih objekata</td> <td>0,5</td> <td>3,5%</td> </tr> <tr> <td>1.6</td> <td>Radovi na infrastrukturi i pejzažnom uređenju</td> <td>1,4</td> <td>9,9%</td> </tr> <tr> <td>1.7</td> <td>Nadzor i tehnička kontrola</td> <td>0,4</td> <td>2,8%</td> </tr> <tr> <td>1.8</td> <td>Upravljanje Projektom</td> <td>0,5</td> <td>3,5%</td> </tr> <tr> <td></td> <td>Međuzbir</td> <td>13,3</td> <td>93,7%</td> </tr> <tr> <td>1.9</td> <td>Nepredviđeni troškovi</td> <td>0,5</td> <td>3,5 %</td> </tr> <tr> <td>1.10</td> <td>Tehnička pomoć donacija WBIF – runda 10</td> <td>0,3</td> <td>2,1%</td> </tr> <tr> <td>1.11</td> <td>Tehnička pomoć donacija WBIF – runda 15</td> <td>0,1</td> <td>0,7%</td> </tr> <tr> <td></td> <td>UKUPNO</td> <td>14,2</td> <td>100,0%</td> </tr> <tr> <td>2.</td> <td>Finansijska struktura (u milionima EUR)</td> <td></td> <td></td> </tr> <tr> <td>2.1</td> <td>BSE zajam (pokriva troškove iz stavki: 1.4 + 1.5)</td> <td>8,0</td> <td>56,4%</td> </tr> <tr> <td>2.2</td> <td>Učešće grada Kraljeva – u naturi i gotovini (pokriva troškove iz stavki: 1.1 + 1.2 + 1.6 + 1.8 + 1.9)</td> <td>4,8</td> <td>33,8%</td> </tr> <tr> <td>2.3</td> <td>WBIF – donacija (runda 10) (1.3+1.10)</td> <td>0,9</td> <td>6,3%</td> </tr> <tr> <td>2.4**</td> <td>Učešće grada Kraljeva – u naturi i gotovini (1.7+1.11)</td> <td>0,5</td> <td>3,5%</td> </tr> <tr> <td></td> <td>UKUPNO</td> <td>14,2</td> <td>100,0%</td> </tr> </table> <p>*Tačni iznosi se možda neće složiti zbog zaokruživanja. **Aplikacija za WBIF – donaciju koja bi pokrila troškove Nadzora i tehničke inspekcije (1.7+1.11) podneta je 19/02/2016. U slučaju odobrenja, ove troškove će snositi donacija WBIF/IPF</p>	1.	Razvojni troškovi (u milionima EUR)			1.1	Zemljište	1,1	7,8%	1.2	Infrastruktura (primarna); pružanje usluga na lokaciji Projekta	1,3	9,2%	1.3	Izrada dokumentacije za urbanistički i građevinski projekat i istraživanje	0,6	4,2%	1.4	Izgradnja novih objekata	7,5	52,8%	1.5	Rušenje postojećih objekata	0,5	3,5%	1.6	Radovi na infrastrukturi i pejzažnom uređenju	1,4	9,9%	1.7	Nadzor i tehnička kontrola	0,4	2,8%	1.8	Upravljanje Projektom	0,5	3,5%		Međuzbir	13,3	93,7%	1.9	Nepredviđeni troškovi	0,5	3,5 %	1.10	Tehnička pomoć donacija WBIF – runda 10	0,3	2,1%	1.11	Tehnička pomoć donacija WBIF – runda 15	0,1	0,7%		UKUPNO	14,2	100,0%	2.	Finansijska struktura (u milionima EUR)			2.1	BSE zajam (pokriva troškove iz stavki: 1.4 + 1.5)	8,0	56,4%	2.2	Učešće grada Kraljeva – u naturi i gotovini (pokriva troškove iz stavki: 1.1 + 1.2 + 1.6 + 1.8 + 1.9)	4,8	33,8%	2.3	WBIF – donacija (runda 10) (1.3+1.10)	0,9	6,3%	2.4**	Učešće grada Kraljeva – u naturi i gotovini (1.7+1.11)	0,5	3,5%		UKUPNO	14,2
1.	Razvojni troškovi (u milionima EUR)																																																																															
1.1	Zemljište	1,1	7,8%																																																																													
1.2	Infrastruktura (primarna); pružanje usluga na lokaciji Projekta	1,3	9,2%																																																																													
1.3	Izrada dokumentacije za urbanistički i građevinski projekat i istraživanje	0,6	4,2%																																																																													
1.4	Izgradnja novih objekata	7,5	52,8%																																																																													
1.5	Rušenje postojećih objekata	0,5	3,5%																																																																													
1.6	Radovi na infrastrukturi i pejzažnom uređenju	1,4	9,9%																																																																													
1.7	Nadzor i tehnička kontrola	0,4	2,8%																																																																													
1.8	Upravljanje Projektom	0,5	3,5%																																																																													
	Međuzbir	13,3	93,7%																																																																													
1.9	Nepredviđeni troškovi	0,5	3,5 %																																																																													
1.10	Tehnička pomoć donacija WBIF – runda 10	0,3	2,1%																																																																													
1.11	Tehnička pomoć donacija WBIF – runda 15	0,1	0,7%																																																																													
	UKUPNO	14,2	100,0%																																																																													
2.	Finansijska struktura (u milionima EUR)																																																																															
2.1	BSE zajam (pokriva troškove iz stavki: 1.4 + 1.5)	8,0	56,4%																																																																													
2.2	Učešće grada Kraljeva – u naturi i gotovini (pokriva troškove iz stavki: 1.1 + 1.2 + 1.6 + 1.8 + 1.9)	4,8	33,8%																																																																													
2.3	WBIF – donacija (runda 10) (1.3+1.10)	0,9	6,3%																																																																													
2.4**	Učešće grada Kraljeva – u naturi i gotovini (1.7+1.11)	0,5	3,5%																																																																													
	UKUPNO	14,2	100,0%																																																																													
Napredak radova:	0% u vreme podnošenja zahteva za dobijanje zajma																																																																															
Raspored radova:	2013. - 2019. godine. Krajnji rok za povlačenje kreditnih tranši je 31. decembar 2019. godine																																																																															

III

Kriterijumi za izbor i troškovi prihvatljivi za finansiranje od strane BSE:	<p>Kriterijumi za izbor:</p> <p>Projekti u sklopu sektora „Prirodnih i ekoloških katastrofa” smatraju se prihvatljivim kada podrazumevaju rekonstrukciju ili obnovu uništenih ili oštećenih javnih objekata i stambenih zgrada, naročito osnovne infrastrukture za snabdevanje vodom, za otpadnu vodu i za preradu čvrstog otpada, struju i snabdevanje gasom. Nabavka materijala i opreme takođe može biti prihvatljiva za finansiranje od strane BSE.</p>
------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>Cilj preduzetih aktivnosti jeste da se državnoj i lokalnoj vlasti obezbedi podrška u rekonstrukciji pogođenih područja.</p> <p>Takođe su usmerene na unapređenje načina za sprečavanje prirodnih i ekoloških katastrofa.</p> <p>BSE takođe finansira projekte posebno usmerene ka sprečavanju prirodnih i elementarnih katastrofa i ublažavanju njihovih rizika, naročito u vezi sa poplavama, požarima, snežnim lavinama, zemljotresima i klizištima.</p> <p>U okviru projekata za sprečavanje prirodnih i ekoloških katastrofa, projekti koji se odnose na izgradnju nasipa za zadržavanje vode su prihvatljivi sve dok ispunjavaju kriterijume koji su detaljno dati u BSE Politici zaštite životne sredine.</p> <p><u>Prihvatljivi troškovi:</u></p> <p>Sredstva iz BSE zajma se ne mogu raspodeliti za indirektno poreze, uključujući i porez na dodatu vrednost (PDV), kao što je navedeno u članu 4.1.1. Sporazuma.</p> <p>Troškovi prihvatljivi za finansiranje od strane BSE su sledeći:</p> <ul style="list-style-type: none"> i. Troškovi studija ili istraživanja (tehničkih, ekonomskih ili komercijalnih, inženjerskih) kao i troškovi tehničkog nadzora projektnih radova sve do završetka. Ovi troškovi ne mogu preći 5% od ukupnih troškova projekta, osim ako je to opravdano; ii. Trošak nabavke zemljišta direktno u vezi sa projektom, po kupovnoj ceni, osim ako je iz donacije ili subvencije; iii. Priprema zemljišta; iv. Izgradnja/rekonstrukcija/modernizacija ili kupovina objekata koji su direktno u vezi sa projektom; v. Ugradnja predmetne infrastrukture poput, kanalizacije, vodovodne mreže, struje i telekomunikacionih mreža, odlaganja otpada i prerade otpadnih voda, puteva itd; vi. Kupovina materijala, opreme i mehanizacije, kao i troškovi u vezi sa obukom kadrova. <p>Nepredviđeni troškovi (tehnički i/ili porast cena) mogu biti finansirani od strane BSE. Oni predstavljaju finansijsko pokrivanje u smislu mogućih izmena u vezi sa kvantitetom potrebnog rada, u vezi sa vrstom i količinom opreme koju je potrebno kupiti ili u vezi sa metodom sprovođenja projekta. U zavisnosti od vrste aktivnosti i različitih delova projekta, ovi nepredviđeni troškovi mogu činiti do 10 % od ukupnih troškova projekta.</p> <ul style="list-style-type: none"> - Nakon izgradnje novih zgrada, Grad Kraljevo će potpisati ugovore o razmeni nepokretnosti sa Krajnjim korisnicima, zasnovanim na principu kompenzacije „m² za m²“, izmerenih
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>Specifični uslovi:</p>	<p>i izračunatih po standardu iz 2002. godine „JUS UC2.100“, što znači da će domaćinstva – korisnici biti premeštena u stanove približno iste veličine u odnosu na one koje trenutno koriste.</p> <ul style="list-style-type: none"> - Korisnici – vlasnici će dobiti vlasništvo na novoizgrađenim stanovima bez kompenzacije za bilo koju razliku u vrednosti nekretnine, u skladu sa članom 31. Zakona o javnoj svojini („Službeni glasnik RS“ br. 72/2011, 88/2013 i 105/2014). - Vlasnici starih stanova, čija je veličina ispod državnog minimuma određenog zakonodavstvom Republike Srbije, imaće pravo da otkupe (Opcija 1) ili iznajme (Opcija 2) dodatnu neto površinu potrebnu da se obezbedi usaglašenost novoizgrađenih stanova sa minimumom zahteva za veličinu: <ul style="list-style-type: none"> ▪ <u>Opcija 1:</u> vlasnici će imati pravo da kupe dodatnu neto površinu po povlašćenoj ceni. <p>Plaćanje u ratama će biti omogućeno na period duži od 20 godina. Plaćanja će uključiti minimalni iznos za pokrivanje administrativnih troškova.</p> <ul style="list-style-type: none"> ▪ <u>Opcija 2:</u> vlasnici će takođe imati i mogućnost da iznajmljuju dodatnu neto površinu stanova, u skladu sa Uredbom o standardima i normativima za planiranje, projektovanje, građenje i uslovima za korišćenje i održavanje stanova za socijalno stanovanje („Službeni glasnik RS“ broj 26/2013)
<p>IV Pokazatelji uspešnosti projekta:</p>	<p>Spisak pokazatelja uspešnosti projekta koji će služiti kao osnova za ocenjivanje tokom izvođenja Projekta dat je u Prilogu 4.</p>
<p>V Društveni efekti i efekti na životnu sredinu:</p>	<p><u>Očekivani društveni efekti</u></p> <p>Projekat će obezbediti direktnu korist za domaćinstva-korisnike stanova i za gradske vlasti, a indirektno će doprineti i opštoj populaciji u Kraljevu.</p> <p>Domaćinstva-korisnici Projekta će postati vlasnici ili zakupci novih stanova koji su projektovani i izgrađeni u skladu sa svim savremenim standardima korišćenja prostora, pristupačnosti, bezbednosti i energetske efikasnosti i opremljeni svom potrebnom infrastrukturom, što će im značajno unaprediti kvalitet života. Osim toga, tržišna vrednost njihove imovine će značajno porasti ne samo</p>

	<p>zbog kvaliteta novih stanova već i zbog radova na obnovi koji grad namerava da pokrene u okolnom području.</p> <p>Projekat će omogućiti gradskim vlastima da povećaju gustinu naseljenosti na lokaciji što će omogućiti efikasnije korišćenje zemljišta i infrastrukture, manju potrošnju energije i manje gubitke na mreži, i bolju organizaciju otvorenog prostora.</p> <p><u>Efekti na životnu sredinu:</u></p> <p>Pregled uticaja Projekta na životnu sredinu urađen je u isto vreme kad i priprema Izveštaja o izvodljivosti, sa zaključkom da Procena uticaja na životnu sredinu (EIA) treba da bude izrađena tako da rešava problem buke, prašine i vibriranja usled rušenja i radova na izgradnji i kretanja saobraćaja.</p> <p>EIA treba da obuhvati plan upravljanja životnom sredinom koji pruža adekvatne olakšavajuće mere kako bi se ugroženom stanovništvu na lokaciji Projekta osigurala bezbednost i ograničilo uznemiravanje.</p> <p>U periodu rušenja i izgradnje, biće preduzeto niz mera kako bi se smanjio uticaj na životnu sredinu koji će proizvesti radovi na rušenju i izgradnji. Negativni uticaj na životnu sredinu, koji će uticati na udobnost okolnog stanovništva i saobraćaj na lokaciji Projekta, mogu se očekivati u toku sprovođenja Projekta. Mere za ublažavanje uticaja biće preduzete u tom smislu i uključiće, između ostalog:</p> <ul style="list-style-type: none">- Pojačanu zaštitu fasade na zgradama u periodu rušenja i izgradnje, kako bi se smanjio prenos buke i prašine,- Izradu alternativnih prilaza, nezavisnih i bezbednih. <p>Pored toga, nove zgrade će biti tako izgrađene da zadovolje kriterijume neophodne za izdavanje Sertifikata o energetske uspešnosti, najmanje iz Kategorije C, u skladu sa važećim srpskim propisima i direktivama Evropske unije u vezi sa energetske performansom stambenih zgrada, što se menja i dopunjuje s vremena na vreme.</p>
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**PRATEĆE PISMO ZA ZAJAM U EVRIMA SA FIKSNOM KAMATNOM
STOPOM (Obrazac)**

LD 1830 (2014) - [broj] Tranša

BANKA ZA RAZVOJ SAVETA EVROPE**PRATEĆE PISMO**

Uz Okvirni sporazum o zajmu od [datum]

između

BANKE ZA RAZVOJ SAVETA EVROPE

(u daljem tekstu: BSE)

i

Republike Srbije

(u daljem tekstu: Zajmoprimac)

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

Iznos Zajma	EUR [iznos]
Rok dospeća	[broj] - godina krajnjeg roka dospeća sa [broj] godina grejs perioda
Fiksna kamatna stopa	[procenat] godišnje
Plaćanje kamate	Polugodišnje/ godišnje u ratama
Broj dana u godini uzetih za obračun kamate	30/360 neusklađeno, Konvencija o modifikovanom narednom Radnom danu
Radni dan	Kao što je definisano u Okvirnom sporazumu o zajmu
Datum isplate	[datum]
Instrukcije za plaćanje (Zajmoprimac)	Broj računa [broj] u [naziv banke i ime grada]. SWIFT SODE: [šifra] preko [ime korespondentne banke i grada] SWIFT SODE: [šifra]
Instrukcije za plaćanje (BSE)	Kao u članu 3.5 Okvirnog sporazuma o zajmu

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

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

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

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

[grad, datum]

Za Banku za
razvoj Saveta
Evrope

[grad, datum]

Za Republiku Srbiju

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

LD 1830 (2014) - [broj] Tranša

BANKA ZA RAZVOJ SAVETA EVROPE
PRATEĆE PISMO

Okvirnom ugovoru o zajmu, od [datum]

između

BANKE ZA RAZVOJ SAVETA EVROPE

(u daljem tekstu: BSE)

i

Republike Srbije

(u daljem tekstu: Zajmoprimac)

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

Iznos Zajma	EUR [iznos]
Rok dospeća	[broj] - godina krajnjeg roka dospeća sa [broj] godina grejs perioda
EURIBOR	Kako je definisano Okvirnim sporazumom o zajmu EURIBOR 3 ili 6 - mesečni plus ili minus [broj] baznih poena godišnje (Telerate [referenca] ili Reuters [referenca])
Varijabilna kamatna stopa	Kako bi se izbegla nedoumica kada određivanje varijabilne kamatne stope vodi u negativnu kamatnu stopu (usled negativnog navedenog EURIBOR, radnji sa negativnim rasponom ili bilo kojih drugih okolnosti), kamata koju treba da plati Zajmopromac u toku kamatnog perioda smatraće se da je nula.
Plaćanje kamate	Kvartalno/polugodišnje u ratama
Broj dana u godini uzetih za obračun kamate:	Stvarni broj dana/360, Konvencija o modifikovanom narednom Radnom danu
Radni dan	Kao što je definisano u Okvirnom sporazumu o

zajmu

Datum isplate

[datum]

Instrukcije za plaćanje (Zajmoprimac): Broj računa [broj] u [naziv banke i ime grada].
SWIFT SODE: [šifra] preko [ime korespondentne
banke i grada] SWIFT SODE: [šifra]

Instrukcije za plaćanje (BSE): Kao u članu 3.5 Okvirnog sporazuma o zajmu

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

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

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

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

[grad, datum]

[grad, datum]

Za Banku za
razvoj Saveta
Evrope

Za Republiku Srbiju

Izveštaji o praćenju (Obrasci)

Sadržaj

- Narativni izveštaj o napretku
- Tabela 1: Troškovi
- Tabela 2: Godišnji plan nabavke
- Tabela 3: Lista dodeljenih ugovora
- Tabela 4: Korišćenje Zajma BSE
- Tabela 5: Pregled primljenih sredstava
- Tabela 6: Dijagram plana aktivnosti

NARATIVNI IZVEŠTAJ O NAPRETKU (Obrazac)

LD 1830 (2014) – Obnova posle zamljotresa u Kraljevu (Srbija)	
Planirani troškovi projekta: Iznos zajma BSE prema Okvirnom sporazumu: Sufinansiranje:	<i>Ciljevi razvoja:</i>
Datum stupanja na snagu: Planirani datum završetka: Godine u kojima se sprovodi Projekat:	<i>Agencija koja sprovodi Projekat:</i>
% Isplaćeno na [datum]:	<i>Istorija isplata (kraj perioda)</i> Trenutno Projektovano Priložene ažurirane informacije o isplatama
Kratak pregled statusa Projekta: Status sprovođenja Projekta do datog datuma je sledeći: Administriranje Projekta Troškovi Projekta i finansiranje Finansijske aktivnosti na sprovođenju Projekta u toku (period) Tehničke aktivnosti na sprovođenju Projekta u toku (period) Aktivnosti u vezi sa javnom nabavkom u toku (period) Predloženi plan aktivnosti u vezi sa javnom nabavkom Praćenje i ocenjivanje Specifična problematika u vezi sa Projektom/Predlozi/Preporuke	

TABELA 2 – PLAN NABAVKE ZA GODINU XXXX

Država: Republika Srbija

Projekat broj: LD 1830 (2014)

Datum izveštaja o napretku :

Naziv projekta: Obnova posle zemljotresa u Kraljevu

1. Građevinski radovi

1	2	3	4	5	6	7	8	9	10	11	12	13
Broj	Opis ugovora	Procenjeni valutni trošak	Procenjeni trošak u evrima	Finansiran od	Broj partija	Metod nabavke	Prednost domaćeg (da/ne) %	Pregledano od strane banke (pre/posle)	Očekivani datum davanja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum ocene ponuda	Očekivani datum potpisivanja ugovora

1. Roba

1	2	3	4	5	6	7	8	9	10	11	12	13
Broj	Opis ugovora	Procenjeni valutni trošak	Procenjeni trošak u evrima	Finansiran od	Broj partija	Metod nabavke	Prednost domaćeg (da/ne) %	Pregledano od strane banke (pre/posle)	Očekivani datum davanja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum ocene ponuda	Očekivani datum potpisivanja ugovora

3. Usluge

1	2	3	4	5	6	7	8	9	10	11	12	13
Broj	Opis ugovora	Procenjeni valutni trošak	Procenjeni trošak u evrima	Finansiran od	Broj partija	Metod izbora	Prednost domaćeg (da/ne) %	Pregledano od strane banke (pre/posle)	Očekivani datum davanja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum ocene ponuda	Očekivani datum potpisivanja ugovora

Napomena 1: kolona Prednost domaćeg mora biti popunjena samo u slučaju sprovođenja metode nabavke za međunarodno javno nadmetanje. U slučaju sprovođenja ostalih metoda nabavke staviti N/A.

Napomena 2: u koloni 5 naznačiti izvore koji su predviđeni za korišćenje, npr. BSE, ostali međunarodni izvori finansiranja, državni budžet, sopstveni izvori korisnika, itd.

TABELA 3 – LISTA DODELJENIH UGOVORA**Država:** Republika Srbija**Projekat broj:** LD 1830 (2014)**Naziv projekta:** Obnova posle zemljotresa u Kraljevu

Bez PDV

Datum izveštaja o napretku :

Opis ugovora			Dobavljač/Izvodač		Odredbe ugovora		Datum potpisivanja ugovora	Trajanje ugovora (u mesecima)	Kategorija ugovora ^[2]	Plaćeno		Period sprovođenja		Datum prijema radova	Promena (komentari)
Broj	Naziv	Cilj ugovora	Ime	Država	Iznos valute	Iznos u evrima ^[1]				U nacionalnoj valuti	U evrima ^[3]	Početak	Kraj		

^[1] Protivvrednost u evrima po kursu koji je važio na dan potpisivanja ugovora.^[2] Akronimi koji se koriste: R za radove, D za dobra, U za usluge.^[3] Protivvrednost u evrima po kursu koji je važio na dan isplate.

**TABELA 5 – PREGLED PRIMLJENIH SREDSTAVA
u EUR (bez PDV)**

Država: Republika Srbija

Projekat broj: LD 1830 (2014)

Naziv projekta: Obnova posle zemljotresa u Kraljevu

Datum izveštaja o napretku :

Izvori finansiranja	Godina 1 *	Godina 2 *	Godina ... *	Ukupno	Komentari
BSE					
Grad Kraljevo					
WBIF/IPF					
UKUPNO					

*Molimo vas zamenite Godinu 1, Godinu 2..... sa odgovarajućom godinom.

TABELA 6 – DIJAGRAM PLANA AKTIVNOSTI***Država:** Republika Srbija**Projekat broj:** LD 1830 (2014)**Naziv projekta:** Obnova posle zemljotresa u Kraljevu

Datum:

Opis			Godina 20..**				Godina 20..**				Godina 20..**				Godina 20..**				% fizičkog napredovanja radova	Izmene/ Komentari
Br.	Stavke	Raspored	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
I	Rušenje	Planirano																		
		Revidirano																		
II	Izgradnja	Planirano																		
		Revidirano																		
III	Upravljanje	Planirano																		
		Revidirano																		
IV	Nadzor	Planirano																		
		Revidirano																		

*Tabela mora da se ažurira u skladu sa planom nabavke.

Kako biste vizuelno prikazali napredovanje svake aktivnosti, molimo vas da koristite odgovarajuću boju ispod:

Prvobitni plan ██████████

Revidirani plan ///////////////

**Molimo da unesete odgovarajuću referentnu godinu i ako/gde je potrebno dodajte kolone.

POKAZATELJI USPEŠNOSTI PROJEKTA (Obrasci)

Ciljevi	Pokazatelj		Koncept	Merna jedinica	Trenutno stanje*	Cilj Projekta*	Rezultat Projekta
Obezbeđivanje smeštaja domaćinstvima čiji su domovi nepopravljivo oštećeni	Pristup/ Jednakost	Uslovi stanovanja	Registrovana domaćinstva za koje je procenjeno da su nepogodna za stanovanje	nr			
		Efikasnost	Tipovi stanovanja	Odnos individualnog i kolektivnog stanovanja	%		
	Troškovi		Ukupni troškovi za pomoć oštećenim stanovima	€			
	Cena merne jedinice gradnje		Studije, projekti, izgradnja, infrastruktura na lokaciji, upravljanje i nadzor	€/m ² ili €/dwg			
	Kvalitet	Useljivost	(Prosečna) neto korisna površina po osobi	m ²			
		Energetska efikasnost	Koeficijent termičke provodljivosti građevinskih fasada ili umanjeње računa za korišćenje i/ili upotrebu	W/m ² K ili kWh/(m ² /a) i/ili %			
		Održivost zaštite životne sredine	Reciklaža, energija, efikasnost, obnovljiva energija	da/ne			
		Urbanistička infrastruktura	Komunalije, sakupljanje otpada, opremljenost infrastrukture, mesne zajednice, službe	Obim i/ili kapacitet			
Uvećanje lokalnog stambenog fonda	Pristup/ Jednakost	Socijalni stambeni fond	Broj domaćinstava socijalnog stanovanja u zakupu	nr			
		Efikasnost	Stambena dostupnost	Prosečna zakupnina u odnosu na neto primanja domaćinstva	%		
	Povraćaj troškova		Udeo naknade troškova (zemljište i izgradnja) sadržan u zakupnini	%			
	Pokrivanje tekućih troškova		Godišnji povraćaj od godišnjih troškova (kapital, korišćenje, održavanje)	%			
	Kvalitet	Useljivost	(Prosečna) neto korisna površina po osobi	m ²			
		Uslovi za udobnost	Opremljenost (DHW, grejanje, itd.)	da/ne			

*Podaci se dostavljaju BSE pre potpisivanja Pratećeg pisma za prvu tranšu.

Član 3.

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