

Z A K O N

O POTVRĐIVANJU OKVIRNOG UGOVORA O ZAJMU IZMEĐU BANKE ZA RAZVOJ SAVETA EVROPE I REPUBLIKE SRBIJE F/P 1720

Član 1.

Potvrđuje se Okvirni ugovor o zajmu između Banke za razvoj Saveta Evrope i Republike Srbije F/P 1720, zaključen 1. jula 2011. godine, u Parizu, Republika Francuska.

Član 2.

Tekst Okvirnog ugovora o zajmu između Banke za razvoj Saveta Evrope i Republike Srbije F/P 1720, u originalu na engleskom i u prevodu na srpski jezik glasi:

F/P 1720 (2010)

FRAMEWORK LOAN AGREEMENT

between

COUNCIL OF EUROPE DEVELOPMENT BANK

and

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 Serbia dated 25 October 2010 (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**) adopted by CEB Administrative Council's Resolution 1495 (2006), and subsequently amended by CEB Administrative Council's Resolutions 1522 (2009) and 1530 (2010),

Having regard to CEB's Environmental Policy adopted by CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the **Environmental Policy**),

Having regard to CEB's Procurement Guidelines adopted by CEB Administrative Council on 21 September 2000 and subsequently amended on 27 October 2004 (hereinafter, the **Procurement Guidelines**),

Having regard to CEB's Loan Regulations adopted by CEB Administrative Council's Resolution 1495 (2006) as an implementing document of the Loan Policy, and subsequently amended by CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the **Loan Regulations**).

HAVE AGREED UPON THE FOLLOWING:

Definitions

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

“Business Day” means a day on which the TARGET 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 individual/s that benefit/s from the social housing construction/improvement under the Project.

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

“Project Implementing Body” (hereinafter called the ***PIB***) means the body, who, by delegation of the Borrower, implements the Project.

“Project Management Unit” (hereinafter called the ***PMU***) means the Project Manager set up by the PIB in charge of the day-to-day implementation, physical and financial management and follow-up of the Project.

“Projected State of Progress of Works” means the ratio of eligible expenditures, for all the component parts of the Project, to total eligible cost of the Project, where eligible expenditures include already-incurred expenditures as well as those that are expected to be incurred for a determined period of time not exceeding one (1) year from the date of the monitoring report (as defined in Article 4.2.2. below).

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

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

Article 1. Conditions

This loan is granted under the general conditions of the Loan Regulations and under the special conditions established by this framework loan agreement (hereinafter the ***Agreement***), its Appendices and its 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 F/P 1720 (2010) approved by CEB's Administrative Council on 19 November 2010 (hereinafter the ***Project***) and concerning the partial financing of eligible investments (hereinafter the ***Sub-projects***) for the construction of social housing units in Serbia, both for rental and sale, as well as, in certain instances, improvement of housing-related basic infrastructure.

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 the Agreement and in Appendix 1, and to carry out such Project under the conditions which are detailed in said Appendix.

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 32 000 000

Thirty two 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 period.

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 15. Prior to entering into the Side Letter for the First Tranche, and as conditions precedent, the Borrower shall provide to CEB's satisfaction:

1. Evidence that the PMU has been set up and is adequately staffed and equipped;
2. A detailed cost breakdown and corresponding financing plan, including in particular the financing of the PMU and the available State and local contributions and/or subsidies;
3. Evidence that (i) the eligibility criteria for the selection of the municipalities participating in the Project (hereinafter, the ***Participating Municipalities***) and the Final Beneficiaries under the Project; and (ii) the normative technical standards for land use, urban planning, architectural design and space requirements for social housing have been enacted substantially in line with the Agreement and the Feasibility Report annexed to the Loan Application;
4. Copy of the Subsidiary agreements to be concluded between the PIB (MESP) and the Participating Municipalities in accordance with Article 4.1.2 of the Agreement;
5. A Procurement Plan in accordance with Article 4.1.3 of the Agreement.

The first Tranche shall not exceed 20% of the approved Loan amount.

Each subsequent Tranche can be disbursed only after the Borrower confirms in writing to the CEB, subject to compliance with article 4.2.2 below, that 90% of the previous Tranche has been Allocated. Subsequent Tranches shall be calculated on the basis of the State of Progress of Works and – if deemed appropriate – of the Projected State of Progress of Works.

3.3. Closing Date

The Closing Date is set on 31 December 2014.

3.4. Payment details

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

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

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

Article 4. Monitoring the Loan and the Project

4.1. Use of the Loan

4.1.1. Period

The Tranches must be Allocated by the Borrower to the Project within twelve (12) months after each disbursement. The proceeds of the Loan cannot be used for financing of taxes, customs and other duties.

The amount not Allocated to the Project within the above period must be repaid to the CEB, within thirty (30) days at the latest. The Borrower undertakes to bear the cost resulting from this repayment. This cost shall include that which the CEB will have to bear due to the reinvestment of the same amount on the date of repayment for the residual life of the original Loan, as well as any other related cost. The reinvestment rate shall be determined by the CEB on the basis of market conditions on the repayment date and for the period in question. The cost shall therefore be calculated taking into account the difference between the original rate and the reinvestment rate.

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

4.1.2. Implementation of the Project

The Borrower designates the Ministry of Environment, Mining and Spatial Planning (MESP) as the PIB. The PIB will set up a PMU, responsible for the overall management of the Project. 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.

The PIB will determine the municipalities (hereinafter, **Participating Municipalities**) that will implement the sub-projects through their respective Municipal Housing Agency (hereinafter **MHA**). The PIB will conclude Subsidiary agreements with the Participating Municipalities regarding sub-project implementation. These agreements shall stipulate *inter alia* that:

- Currency exchange risk, if any, will be borne by the Borrower and in no event transferred directly or indirectly to the Final Beneficiaries;
- MHAs, as designated municipal institutions, will act as developers and operators under the Project on behalf of the Participating Municipalities. As such, MHAs will be responsible for all the activities related to the identification of constructible and serviced land, the development of local project concepts, tendering architectural and/or engineering services and construction works and their supervision.

In accordance with the Subsidiary agreements signed with each Participating Municipality and with the Feasibility Report annexed to the Loan Application, the PIB will then sign finance contracts with the corresponding MHAs.

In the preparation of the above agreements, the PIB shall ensure that all requirements set forth under the Agreement are properly implemented by its counterparties.

The PMU activities will comprise:

- Preparation of all necessary contractual documentation, procedures manual, formal application forms, general rules and procedures for the selection of Final Beneficiaries;
- Coordination between all actors, preparation of payment and disbursement requests;
- Monitoring of the tendering process, award of contracts and use of funds (in accordance with Article 4.1.3. below);
- Monitoring and reporting on Project implementation.

In addition, the PMU will assist the Participating Municipalities (and related MHAs) to determine the minimum levels and types of maintenance of the housing units likely to be required.

The Borrower undertakes to provide for the financial resources necessary for the functioning of the PMU within the budget line of the PIB, for the duration of the Project. The Borrower undertakes to maintain the designated PMU for the duration of the Project, and to take all necessary actions for the PMU to be appropriately staffed and equipped to the satisfaction of the CEB.

4.1.2.1. Duty of care

The PIB, on behalf of 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 any case, financing by the CEB shall not exceed 55% 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 PIB, on behalf of 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. Further undertakings

The PIB, on behalf of the Borrower, shall ensure that:

- The implementation of the Project complies with the relevant rules on fraud, corruption and money laundering as further detailed in article 4.1.4 below;
- 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 PIB, on behalf of the Borrower, shall inform CEB in due course of all the arrangements made to this end;
- 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 sub-projects complies with Environmental Law;
 - (ii) All environmental consents and planning permissions, as and when necessary for the realisation of the sub-projects, are duly obtained;
 - (iii) All sub-projects comply with any prescription given by and condition attached to each such consent or permission;
 - (iv) Implementation of all sub-projects is carried out in line with the recommendations of any required Environmental Impact Assessments (EIAs) and the final permits from the relevant environmental authorities.

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

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

- Contracts below EU thresholds¹ shall be awarded on the basis of the procurement procedures applicable under the Republic of Serbia's public procurement legislation.
- Contracts equal or above EU thresholds shall be awarded through international open or restricted tenders from eligible contractors following the corresponding publication notice in the Official Journal of the European Union (OJEU).

The PIB, on behalf of the Borrower, shall prepare and submit to CEB for its approval a Procurement Plan as soon as possible and, in accordance with Article 3.2 of the Agreement, in any case before the signature of the Side Letter for the first Tranche, setting forth:

- The list of contracts for goods, works, and/or services required to carry out the Project during an initial period of at least eighteen (18) months;
- The estimated cost of each contract;
- The proposed procurement procedures for each contract;
- The estimated launching date of each tender.

After receiving the Procurement Plan, CEB will inform the PIB on the related Bank review procedures.

¹ Thresholds set out in article 7 of European Parliament and Council Directive 2004/18/EC and article 16 of European Parliament and Council Directive 2004/17/EC, as modified from time to time.

The PIB shall update the Procurement Plan annually or as needed throughout the duration of the Project and furnish every update to CEB for its approval. The PIB shall ensure, through the PMU, that the Procurement Plan is implemented by the MHAs in the manner in which it has been approved by CEB.

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

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

4.1.4. Integrity Commitment

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

1. the offering, giving, receiving or soliciting of any improper advantage to influence the action of a person holding a public office or function or a director or employee of a public authority or public enterprise or a director or official of a public international organisation in connection with any procurement process or in the execution of any contract in connection with those elements of the Project described in Appendix 1; or
2. any act which improperly influences or aims improperly to influence the procurement process or the implementation of the Project to the detriment of the Borrower, including collusion between tenderers.

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

The Borrower will ensure (including by the establishing of relevant provisions in the Subsidiary agreements) that the PIB/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 with, or for the benefit of, any of the individuals or institutions named on updated lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267 (1999), 1373 (2001) (www.un.org/terrorism) and/or by the Council of the EU pursuant to its Common Positions 2001/931/CSFP and 2002/402/CSFP and their related or successor resolutions and/or implementing acts in connection with financing of terrorism matters.

4.1.5. Investigations and information

The Borrower will ensure that the PIB/PMU undertakes:

1. to take such action as CEB shall reasonably request to investigate and/or terminate any alleged or suspected act of the nature described in Article 4.1.4;
2. to inform CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such act; and
3. to facilitate any investigation that CEB may make concerning any such act.

4.1.6. Contact

Unless the Borrower shall otherwise specify in writing to CEB, the head of the PMU shall be responsible for contacts with CEB for the purposes of Articles 4.1.4 and 4.1.5 above.

Any violation of the covenants set out in Articles 4.1.4 to 4.1.5 above 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.

4.2. Information requirements

4.2.1. Information concerning the Project

The PIB, 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 PIB 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. In particular, given that the day to day implementation of Project activities will be done by MHAs on behalf of the Participating Municipalities, Serbian public audit report on the relevant MHAs, whenever available, shall be communicated to the CEB and, if deemed necessary, request may be made by CEB that MHAs be subjected to independent audit to the expense of the Borrower.

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

4.2.2. Monitoring reports

At least twice a year, from the disbursement of the first Tranche until completion of the entire Project, the PIB, on behalf of the Borrower, shall send to the CEB a monitoring report. The PIB shall also send a monitoring report prior to any disbursement with the exception of the first Tranche. These reports must be deemed satisfactory by the CEB before any further 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;
- the Project management details; and
- the technical indicators (as specified in Appendix 4).

4.2.3. Project completion report

Upon physical completion of the entire Project, the PIB shall present a final report on behalf of the Borrower 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, on behalf of the Borrower, undertakes to favourably receive any monitoring missions carried out by employees of the CEB or outside consultants hired by the CEB, and to provide all the necessary co-operation 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. Negative pledge and Pari passu

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

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

Failure to comply with these provisions would represent 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 authorized it to enter into the Agreement and have given the signatory(ies) the authorization therefor, in accordance with the laws, decrees, regulations, articles of association and other texts applicable to it;

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

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

Article 10. Relations with third parties

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

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

Article 11. Interpretation of the Agreement

The Borrower states that it has received a copy of the Loan Regulations, and has taken note thereof.

Where there is a contradiction between any provision whatsoever of the Loan Regulations and any provision whatsoever of the Agreement, the provision of the Agreement shall prevail. The headings of the paragraphs, sections, and chapters of the Agreement shall not be used for its interpretation.

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

Article 12. Applicable law

The Agreement, its Appendices and the 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.

For the Borrower: **Ministry of Finance of the Republic of Serbia**
20, Kneza Milosa Street
11000 Belgrade, Serbia
Attention: the Minister of Finance and/or the Assistant Minister
Fax: (00 381) 11 3618 961 or 3642 632

For the CEB: **Council of Europe Development Bank**

55, Avenue Kléber
75116 Paris, France
Attention: Directorate General for Loans
Fax: (00 33 1) 47 55 37 52

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

Article 15. Entry into force

Once signed by the CEB and the Borrower, 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.

Upon entry into force of the Agreement, and as a condition precedent to enter into the Side Letter for the first Tranche, the Borrower shall deliver a legal opinion in the English language satisfactory to CEB covering the issues of capacity, power and authority of the Borrower and confirming that the Agreement is valid, binding and enforceable in accordance with its terms.

Article 16. Originals of Agreement

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

One (1) original is kept by each of the contracting parties.

Belgrade, on 27 June 2011

For the **Republic of Serbia**

Mirko Cvetkovic

.....

Name Mirko Cvetkovic, PhD

Title Minister of Finance

Paris, on 1 July 2011

For the **Council of Europe Development Bank**

Imre Tarafas

.....

Vice-Governor

LIST OF APPENDICES

APPENDIX 1	PROJECT DESCRIPTION
APPENDIX 2	SIDE LETTER (TEMPLATES): <ul style="list-style-type: none">- <i>Appendix 2a: Side Letter for a fixed rate loan in Euro</i>- <i>Appendix 2b: Side Letter for a floating rate loan in Euro</i>
APPENDIX 3	MONITORING REPORTS (TEMPLATES) <ul style="list-style-type: none">- <i>Narrative Progress Report</i>- <i>Table 1: Project costs</i>- <i>Table 2a: Annual Procurement Plan</i>- <i>Table 2b: List of awarded contracts</i>- <i>Table 3: Financial resources</i>- <i>Table 4: Work Schedule</i>- <i>Table 5: Physical Objectives</i>
APPENDIX 4	PROJECT TECHNICAL INDICATORS

Appendix 1

Project Description

I.	<table><tr><td>F/P :</td><td>1720 (2010)</td></tr><tr><td>Borrower:</td><td>The Republic of Serbia (through the Ministry of Finance)</td></tr><tr><td>Approval by the Administrative Council:</td><td>19 November 2010</td></tr><tr><td>Amount approved:</td><td>EUR 32 000 000</td></tr></table>	F/P :	1720 (2010)	Borrower:	The Republic of Serbia (through the Ministry of Finance)	Approval by the Administrative Council:	19 November 2010	Amount approved:	EUR 32 000 000																															
F/P :	1720 (2010)																																							
Borrower:	The Republic of Serbia (through the Ministry of Finance)																																							
Approval by the Administrative Council:	19 November 2010																																							
Amount approved:	EUR 32 000 000																																							
II.	<table><tr><td>Intervention area:</td><td>The Project will encompass the following sector of action of the CEB: “Housing for low-income persons”</td></tr><tr><td>Planned works:</td><td>The Project will partially finance the construction of around 1 700 housing units, both for rental and sale, as well as, in certain instances, improvement of existing housing-related basic infrastructure.</td></tr><tr><td>Location:</td><td>Throughout Serbia</td></tr><tr><td>Estimated total cost of the Project:</td><td>EUR 58 000 000 (net of VAT)</td></tr><tr><td>Indicative costs and financing plan:</td><td><div>The indicative cost breakdown and financing plan for the Project is as follows:</div><table><tr><th>COSTS (uses)</th><th>Amount (MEUR)</th><th>FINANCING SOURCES</th><th>Amount (MEUR)</th><th>Share (%)</th></tr><tr><td>All construction costs (for both housing schemes)</td><td>57.8</td><td>CEB</td><td>32</td><td>55%</td></tr><tr><td>Management costs of the PMU (administration and functioning)</td><td>0.2</td><td>Municipalities</td><td>18</td><td>32%</td></tr><tr><td></td><td></td><td>MESP</td><td>8</td><td>13%</td></tr><tr><td>TOTAL (net of VAT)</td><td>58</td><td>TOTAL (net of VAT)</td><td>58</td><td>100%</td></tr></table></td></tr><tr><td>Progress of works:</td><td>0% at the time of the Loan application</td></tr><tr><td>Schedule of works:</td><td>2011-2014. The Project's Closing date is accordingly set at 31 December 2014.</td></tr></table>	Intervention area:	The Project will encompass the following sector of action of the CEB: “Housing for low-income persons”	Planned works:	The Project will partially finance the construction of around 1 700 housing units, both for rental and sale, as well as, in certain instances, improvement of existing housing-related basic infrastructure.	Location:	Throughout Serbia	Estimated total cost of the Project:	EUR 58 000 000 (net of VAT)	Indicative costs and financing plan:	<div>The indicative cost breakdown and financing plan for the Project is as follows:</div> <table><tr><th>COSTS (uses)</th><th>Amount (MEUR)</th><th>FINANCING SOURCES</th><th>Amount (MEUR)</th><th>Share (%)</th></tr><tr><td>All construction costs (for both housing schemes)</td><td>57.8</td><td>CEB</td><td>32</td><td>55%</td></tr><tr><td>Management costs of the PMU (administration and functioning)</td><td>0.2</td><td>Municipalities</td><td>18</td><td>32%</td></tr><tr><td></td><td></td><td>MESP</td><td>8</td><td>13%</td></tr><tr><td>TOTAL (net of VAT)</td><td>58</td><td>TOTAL (net of VAT)</td><td>58</td><td>100%</td></tr></table>	COSTS (uses)	Amount (MEUR)	FINANCING SOURCES	Amount (MEUR)	Share (%)	All construction costs (for both housing schemes)	57.8	CEB	32	55%	Management costs of the PMU (administration and functioning)	0.2	Municipalities	18	32%			MESP	8	13%	TOTAL (net of VAT)	58	TOTAL (net of VAT)	58	100%	Progress of works:	0% at the time of the Loan application	Schedule of works:	2011-2014. The Project's Closing date is accordingly set at 31 December 2014.
Intervention area:	The Project will encompass the following sector of action of the CEB: “Housing for low-income persons”																																							
Planned works:	The Project will partially finance the construction of around 1 700 housing units, both for rental and sale, as well as, in certain instances, improvement of existing housing-related basic infrastructure.																																							
Location:	Throughout Serbia																																							
Estimated total cost of the Project:	EUR 58 000 000 (net of VAT)																																							
Indicative costs and financing plan:	<div>The indicative cost breakdown and financing plan for the Project is as follows:</div> <table><tr><th>COSTS (uses)</th><th>Amount (MEUR)</th><th>FINANCING SOURCES</th><th>Amount (MEUR)</th><th>Share (%)</th></tr><tr><td>All construction costs (for both housing schemes)</td><td>57.8</td><td>CEB</td><td>32</td><td>55%</td></tr><tr><td>Management costs of the PMU (administration and functioning)</td><td>0.2</td><td>Municipalities</td><td>18</td><td>32%</td></tr><tr><td></td><td></td><td>MESP</td><td>8</td><td>13%</td></tr><tr><td>TOTAL (net of VAT)</td><td>58</td><td>TOTAL (net of VAT)</td><td>58</td><td>100%</td></tr></table>	COSTS (uses)	Amount (MEUR)	FINANCING SOURCES	Amount (MEUR)	Share (%)	All construction costs (for both housing schemes)	57.8	CEB	32	55%	Management costs of the PMU (administration and functioning)	0.2	Municipalities	18	32%			MESP	8	13%	TOTAL (net of VAT)	58	TOTAL (net of VAT)	58	100%														
COSTS (uses)	Amount (MEUR)	FINANCING SOURCES	Amount (MEUR)	Share (%)																																				
All construction costs (for both housing schemes)	57.8	CEB	32	55%																																				
Management costs of the PMU (administration and functioning)	0.2	Municipalities	18	32%																																				
		MESP	8	13%																																				
TOTAL (net of VAT)	58	TOTAL (net of VAT)	58	100%																																				
Progress of works:	0% at the time of the Loan application																																							
Schedule of works:	2011-2014. The Project's Closing date is accordingly set at 31 December 2014.																																							
III.	<table><tr><td>Criteria of eligibility:</td><td>The Borrower shall comply with the eligibility criteria set out in the Loan Policy for “Housing for low-income persons”.</td></tr></table>	Criteria of eligibility:	The Borrower shall comply with the eligibility criteria set out in the Loan Policy for “Housing for low-income persons”.																																					
Criteria of eligibility:	The Borrower shall comply with the eligibility criteria set out in the Loan Policy for “Housing for low-income persons”.																																							
IV.	<table><tr><td>Technical indicators:</td><td>A list of technical indicators which shall serve as a basis for the evaluation during Project implementation is presented in <u>Appendix 4</u>.</td></tr></table>	Technical indicators:	A list of technical indicators which shall serve as a basis for the evaluation during Project implementation is presented in <u>Appendix 4</u> .																																					
Technical indicators:	A list of technical indicators which shall serve as a basis for the evaluation during Project implementation is presented in <u>Appendix 4</u> .																																							
V.	<table><tr><td>Social and environmental aspects:</td><td><div>The proposed Project will support the Serbian authorities in their efforts to improve living conditions for targeted populations by facilitating access to funding for the construction of both low-cost ‘public rental’ and reasonably priced ‘owner-occupied’ dwellings.</div><div>Accordingly, funds from CEB's loan will partially finance the construction of new housing units, both for rental and sale, as well as, in certain instances, improvement of existing housing-related basic infrastructure.</div><div>The Project will provide Serbian central and municipal authorities with support to:</div><div><ul style="list-style-type: none">– establish institutional capacity at central level to support further development of the social housing system with the creation of a National Housing Agency,– develop standard procedures needed to establish a sustainable social housing finance mechanism, define relations between the national government and the municipal non-profit housing providers and select final beneficiaries,– further promote the role of social housing as an instrument of social inclusion and cohesion, poverty alleviator, equal regional development and promoter of housing standards,– promote energy efficiency standards in the residential sector.</div></td></tr></table>	Social and environmental aspects:	<div>The proposed Project will support the Serbian authorities in their efforts to improve living conditions for targeted populations by facilitating access to funding for the construction of both low-cost ‘public rental’ and reasonably priced ‘owner-occupied’ dwellings.</div> <div>Accordingly, funds from CEB's loan will partially finance the construction of new housing units, both for rental and sale, as well as, in certain instances, improvement of existing housing-related basic infrastructure.</div> <div>The Project will provide Serbian central and municipal authorities with support to:</div> <div><ul style="list-style-type: none">– establish institutional capacity at central level to support further development of the social housing system with the creation of a National Housing Agency,– develop standard procedures needed to establish a sustainable social housing finance mechanism, define relations between the national government and the municipal non-profit housing providers and select final beneficiaries,– further promote the role of social housing as an instrument of social inclusion and cohesion, poverty alleviator, equal regional development and promoter of housing standards,– promote energy efficiency standards in the residential sector.</div>																																					
Social and environmental aspects:	<div>The proposed Project will support the Serbian authorities in their efforts to improve living conditions for targeted populations by facilitating access to funding for the construction of both low-cost ‘public rental’ and reasonably priced ‘owner-occupied’ dwellings.</div> <div>Accordingly, funds from CEB's loan will partially finance the construction of new housing units, both for rental and sale, as well as, in certain instances, improvement of existing housing-related basic infrastructure.</div> <div>The Project will provide Serbian central and municipal authorities with support to:</div> <div><ul style="list-style-type: none">– establish institutional capacity at central level to support further development of the social housing system with the creation of a National Housing Agency,– develop standard procedures needed to establish a sustainable social housing finance mechanism, define relations between the national government and the municipal non-profit housing providers and select final beneficiaries,– further promote the role of social housing as an instrument of social inclusion and cohesion, poverty alleviator, equal regional development and promoter of housing standards,– promote energy efficiency standards in the residential sector.</div>																																							

Appendix 2a

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

F/P 1720 (2010) – [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] [net] per annum
Interest Payment	Semi-annually/Annually in arrears
Day-Count-Fraction	30/360 unadjusted, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement
Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE: [cipher] via [name correspondent bank and city] SWIFT CODE: [cipher]
Payment Instructions (CEB)	As per Art. 3.4 of Framework Loan Agreement

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

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

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

The present 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**

Appendix 2b

SIDE LETTER FOR A FLOATING RATE LOAN IN EURO (TEMPLATE)
--

F/P 1720 (2010) – [number] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [date]

between

The **COUNCIL OF EUROPE DEVELOPMENT BANK**

(hereinafter called “CEB”)

and

The **REPUBLIC OF SERBIA**

(hereinafter called the “Borrower”)

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

Loan Amount	EUR [amount]
Maturity	[number] -year final maturity with a [number] years grace period
EURIBOR	As defined in the Framework Loan Agreement
Floating Interest Rate	EURIBOR 3 or 6 months plus or less [number] basis points per annum (Telerate [reference] or Reuters [reference])
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. 3.4 of Framework Loan Agreement

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on [day, month]² 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.

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

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

The present 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**

Appendix 3

MONITORING REPORTS (TEMPLATES)

- Narrative Progress Report
- Table 1: Project costs
- Table 2a: Annual Procurement Plan
- Table 2b: List of awarded contracts
- Table 3: Financial resources
- Table 4: Work Schedule
- Table 5: Physical Objectives

Narrative Progress Report

F/P 1720 (2010) Republic of Serbia - Municipal Social Housing <u>Summary of Project Status</u>	
Project Cost: 58 MEUR (or RSD 3.3 billion) Financing Plan: CEB Loan: 32 MEUR Municipalities: 18 MEUR MESP: 8 MEUR	Objectives: Construction of around 1,700 new housing units under the public rental and owner-occupied social housing schemes in favour of a target population who do not have access to housing under existing market conditions.
Effective Project Start Date: [<i>date</i>] Closing date: 31/12/2014	Implementing Body: Ministry of Environment, Mining and Spatial Planning (MESP)
% Disbursed as of [<i>date</i>] Average disbursement % per year: %	Disbursement History (<i>end of period</i>) Current (period) MEUR Projected (period) MEUR Attached Updated Disbursement information
Summary of Project Status: The status of implementation to date is as follows per scheme: A. PUBLIC RENTAL HOUSING 1. Project Advancement <ul style="list-style-type: none"> • Land acquisition and preparation • Studies and Design • Construction Works • Revised schedule for the next reporting period/other 2. Project Cost and Financing (<i>end of period</i>) <ul style="list-style-type: none"> • Summary of disbursement • Flow of Funds by Financing Source • Updated Summary of Expenditures occurred and paid • Future expenditures and total cost 3. Achievements <ul style="list-style-type: none"> • Results achieved • Deviations • Problems encountered 	

4. Procurement activities during (end of period)

- Procurement plan
- Results of bids
- Contracts execution

5. Monitoring and evaluation

- Agreements with municipalities
- Beneficiary selection criteria and distribution by groups

B. AFFORDABLE OWNER OCCUPIED HOUSING

1. Project Advancement

- Land acquisition and preparation
- Studies and Design
- Construction Works
- Revised schedule for the next reporting period/other

2. Project Cost and Financing (end of period)

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

3. Achievements

- Results achieved
- Deviations
- Problems encountered

4. Procurement activities during (end of period)

- Procurement plan
- Results of bids
- Contracts execution

5. Monitoring and evaluation

- Agreements with municipalities
- Beneficiary selection criteria and distribution by groups

C. VISIBILITY OF THE CEB LOAN

- References to CEB loan in agreements
- Public announcements
- Construction site boards
- Media/newspapers articles: list of articles, source, dates, and page/s of articles that mention CEB, translation of articles that mention CEB from qualitative perspective

D. PROJECT SPECIFIC ISSUES		
E. STAFF ISSUES		
Proposed Action Plan to solve issues (if any):		
Action	Responsible	Completion Date
F. LESSON LEARNED (at project completion)		
Ministry of Environment, Mining and Spatial Planning	Project Management Unit	

TABLE 1 – PROJECT COSTS
in RSD (net of VAT)

COUNTRY: REPUBLIC OF SERBIA
PROJECT: F/P 1720 (2010) - Municipal Social Housing

DESCRIPTION		Planned cost **	INCURRED COSTS			FUTURE COSTS			TOTAL COST		% SPENT	COMMENTS
			Year 1 ***	Year 2 ***	Year 3 ***	Total Cost Incurred	Up to the Completion	of which next 6 months	4 = 1+2	5 = 1/4		
Sub-Project 1												
	Land & primary network											
	Secondary network											
	Design & Construction											
	Supervision & Management											
Total Sub-Project 1												
Sub-Project 2												
	Land & primary network											
	Secondary network											
	Design & Construction											
	Supervision & Management											
Total Sub-Project 2												
Sub-Project 3 ...												
	Land & primary network											
	Secondary network											
	Design & Construction											
	Supervision & Management											
Total Construction Costs Municipality ...												

* to be completed for each sub-project in the participating municipalities

** initially estimated cost

** please replace YEAR with the referenced period

COUNTRY: REPUBLIC OF SERBIA
PROJECT: F/P 1720 (2010) - Municipal Social Housing

Date: ...

[illegible]

2. Goods

[illegible]

3. Services

[illegible]

nb 1: the Domestic Preference column (7) must be filled in only in the case of International Competitive Bidding Procurement Method. In the case of other Procurement Methods, please insert "N/A"

Annex 2: the Review by the Bank column (8) will be filled in by CEB

TABLE 3 – FINANCIAL RESOURCES

Funds received

COUNTRY: REPUBLIC OF SERBIA
PROJECT: F/P 1720 (2010) - Municipal Social Housing

Date:.....

in RSD (net of VAT)

FINANCIAL RESOURCES	Year 1*	Year 2*	Year 3*	TOTAL	COMMENTS
CEB					
PARTNER MUNICIPALITIES					
GOVERNMENT					
TOTAL					

in EUR (net of VAT)

FINANCIAL RESOURCES	Year 1*	Year 2*	Year 3*	TOTAL	COMMENTS
CEB					
PARTNER MUNICIPALITIES					
GOVERNMENT					
TOTAL					

* Please replace YEAR with the referenced period

TABLE 4 – WORK SCHEDULE
(DIAGRAM)

COUNTRY: REPUBLIC OF SERBIA
PROJECT: F/P 1720 (2010) - Municipal Social Housing

Date:

[illegible]

* to be completed for each sub-project in the participating municipalities

** work = physical progress of construction works. The table must show: (i) starts of work, (ii) progress at a given time and (iii) project completion

TABLE 5 – PHYSICAL OBJECTIVES

COUNTRY: REPUBLIC OF SERBIA PROJECT: F/P 1720 (2010) - Municipal Social Housing																Date:.....			
SUB-PROJECT*	MUNICIPALITY	PURPOSE	PLANNED**						ACHIEVED						MODIFICATIONS COMMENTS				
			DWELLINGS						DWELLINGS										
			Number	Typology [1]	Total living area (m²)	of which:			Number	Typology [1]	Total living area (m²)	of which:				Water supply	Electricity Network	Sewage Network	Road Network
						Number of "Owner Occupied" Dwellings	Planned cost per unit	Number of "Public Rental" Dwellings				Planned cost per unit	Number of "Owner Occupied" Dwellings	Final Cost per Unit					
1																			
2																			
3																			

[1] Acronyms to be used: **B** = Basement; **GF** = Ground Floor; **F** = number of Floors; **A** = Attic (e.g.: BGFG5F4A)

* please provide information for each sub-project in the participating municipalities

** planned = initially estimated numbers

*** all dwellings should be connected to urban infrastructure (water, electricity, sewage, road) at project completion stage

PROJECT TECHNICAL INDICATORS

Appendix 4

COUNTRY: REPUBLIC OF SERBIA
PROJECT: F/P 1720 (2010) - Municipal Social Housing

Sector	Sub-sector	Type	Indicator	Concept	Unit	Current situation	Project Target	Outcome
Social Housing	Populations on low incomes	Access	Housing conditions	Share of population with inadequate housing	%			
			Housing stock	Share of public rental units in total housing stock	%			
			Incomes	Share of owner-occupied units in total housing stock	%			
	Equity			Share of population on incomes < to average	%			
				Share of population on incomes < to 75% of average	%			
			Housing affordability	Share of median household income taken up by rent (average)	%			
	Quality			Share of median household income taken up by mortgage (average)	%			
			Habitability	Net usable floor area per person/unit in rental stock (average)	m ²			
				Net usable floor area per person/unit in owner-occupied stock (or new production)	m ²			
	Efficiency		Building thermal efficiency (average)	Building envelope's U-value	W/m ² K			
			Environmental sustainability	"Green" qualification/certificate	Y/N			
			Unit cost	Total cost (labour, materials, onsite infrastructure, contractor's profit, management)	€/m ²			
			Cost recovery	Share of replacement cost (cost of land and building) included in rent (average)	%			
				Share of replacement cost (cost of land and building) included in selling price (average)	%			
			Running cost coverage (rental)	Annual revenue to annual cost (capital, operation, maintenance) (average)	%			
			Running cost coverage (condominium)	Annual revenue to annual cost (capital, operation, maintenance) (average)	%			
			Expenditure for utility	Reduction of consumption (or bill) (average)	kWh/(m ² /a) and/or %			

To be filled in before the first disbursement

OKVIRNI UGOVOR 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 25. oktobra 2010. godine (u daljem tekstu: **Prijava za Zajam**),

Na osnovu Trećeg protokola Opšteg sporazuma o privilegijama i imunitetima Saveta Evrope,

Na osnovu Opšteg okvira politike BSE koji se tiče zajmova i finansiranja projekata (u daljem tekstu: **Kreditna politika**), usvojene Rezolucijom Administrativnog saveta BSE: 1495 (2006. god) i pratećim izmenama i dopunama - Rezolucija Administrativnog saveta BSE 1522 (2009. god) i 1530 (2010. god),

Na osnovu Politike zaštite životne sredine BSE (u daljem tekstu: **Politika zaštite životne sredine**) usvojene Rezolucijom Administrativnog saveta BSE 1530 (2010. god),

Na osnovu BSE Smernica za nabavke usvojenih od strane Administrativnog saveta BSE 21. septembra 2000. godine i kasnije izmenjenog 27. oktobra 2004. godine (u daljem tekstu: **Smernice za nabavke**),

Na osnovu Propisa o zajmu BSE usvojenih Rezolucijom Administrativnog saveta BSE 1495 (2006. godina), kasnije dopunjenih i izmenjenih Rezolucijom Administrativnog saveta BSE 1530 (2010. godina) (u daljem tekstu: **Propisi o Zajmu**).

DOGOVORILE SU SE SLEDEĆE:

Definicije:

"Raspodela tranše" (u daljem tekstu takođe **"Raspodela"** ili **"Raspoređen"**) znači obavezu Zajmoprimca da se kreditna tranša usmeri na sastavne delove Projekta (identifikovanih pomoću standardne tabele priložene uz ovaj okvirni sporazum o zajmu), čak i ako takva tranša nije još isplaćena za Projekat.

"Radni dan" znači dan kada TARGET 2 sistem (Trans-evropski automatizovani ekspresni sistem prebacivanja bruto izmirenja u stvarnom vremenu) radi.

"Datum zatvaranja" znači datum nakon koga Zajmoprimac po prijemu obaveštenja od BSE više ne može zahtevati nikakve uplate od BSE.

"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 i unapređenje životne sredine.

"EURIBOR" (ponuđena interbankarska 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 Federacija evropskih banaka, obračunava Rojters i objavljuje se svakog radnog dana u Briselu u 11:00 časova na Rojtersovoj stranici EURIBOR01.

"Krajnji korisnik/korisnici" je/su pojedinac/pojedinci koji imaju koristi od izgradnje ili renoviranja socijalnih stanova u okviru ovog Projekta.

"Konvencija o izmeni vezanoj za dan posle radnog dana" 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 bi taj datum bio prvi dan koji prethodi danu koji je radni dan.

"Organ za sprovođenje Projekta" (u daljem tekstu OSP) znači organ koji, delegiran od strane Zajmoprimca, izvodi Projekat i upravlja njime u skladu sa Ugovorom.

"Jedinica za upravljanje Projektom" (u daljem tekstu JUP) znači rukovodilac projekta koji je zadužen za svakodnevno izvođenje projekta, fizičko i finansijsko upravljanje i praćenje Projekta.

"Predviđeno 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 izveštaja praćenja Projekta (kako je utvrđeno članom 4.2.2 u daljem tekstu).

"Stanje napretka radova" znači odnos već nastalih prihvatljivih troškova za sve sastavne delove Projekta, kao i ukupne prihvatljive troškove Projekta.

"Tranša" znači iznos koji je isplaćen ili treba da bude isplaćen iz Zajma.

Član 1. Uslovi

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

Član 2. Projekat

BSE odobrava Zajmoprimcu, koji ga prihvata, zajam (u daljem tekstu **Zajam**) za finansiranje F/P 1720 (2010) koje je odobrio Administrativni savet BSE 19. novembra 2010. godine (u daljem tekstu **Projekat**) i odnosi se na delimično finansiranje kvalifikovanih investicija (u daljem tekstu **potprojekata**) za izgradnju socijalnih stanova u Republici Srbiji, u svrhu davanja pod zakup ili prodaje, kao i, u određenim slučajevima, unapređenja osnovne infrastrukture vezane za stanovanje.

BSE daje zajam imajući u vidu da se Zajmoprimac obavezao da će ga koristiti isključivo za finansiranje projekta koji je opisan u Dodatku 1. (u daljem tekstu Projekat), i da će realizovati takav Projekat pod uslovima koji su utvrđeni u pomenutom dodatku.

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

Član 3. Zajam

3.1 Finansijski uslovi

Odobreni iznos Zajma je:

EUR 32 000 000

Trideset-dva miliona evra

Zajam će biti isplaćen u tranšama.

Za svaku tranšu, iznos, kamatna stopa, valuta, datum isplate, rok otplate i računi svake strane za uplate, utvrdiće zajedno Zajmoprimac i BSE. Period otplaćivanja zajma ne sme biti duži od dvadeset (20) godina, zajedno sa grejs periodom od najviše pet (5) godina.

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

3.2 Isplata

BSE će isplatiti Zajam u najmanje dve tranše. Iznos svake tranše biće utvrđen prema stanju napretka radova i/ili projektovanog stanja napretka radova.

Propratno pismo za isplatu prve tranše mora biti potpisano najkasnije 12 (dvanaest) meseci nakon što predmetni ugovor stupi na snagu kao što je definisano članom 15 ovoga ugovora. Pre zaključivanja Propratnog pisma za povlačenje prve tranše, i kao prethodni uslovi koje je potrebno ispuniti, Zajmoprimac će dostaviti, u formi prihvatljivoj za BSE, sledeće:

1. Dokaz da je JUP uspostavljen, adekvatno opremljen i kadrovski osposobljen;
2. Detaljan pregled troškova i finansijski plan, koji će naročito uključiti podatke u vezi sa finansiranjem JUP i podatke o odgovarajućem učešću države ili lokalnih samouprava u finansiranju ili subvencionisanju;
3. Dokaze da su (i) kriterijumi za selekciju lokalnih samouprava koje će učestvovati u sprovođenju Projekta (u daljem tekstu: Opštine korisnici) i Krajnjih korisnika Projekta; i (ii) da su normativno tehnički standardi za korišćenje zemljišta, urbanističko planiranje, arhitektonski dizajn i prostorne potrebe za obezbeđivanje socijalnog

stanovanja usvojeni, u najvećoj meri, u skladu sa ovim sporazumom i Studijom izvodljivosti koja je prilog aplikacije za Zajam ;

4. Kopije Podsporazuma koje će zaključivati OSP (Ministarstvo životne sredine, rudarstva i prostornog planiranja) sa Opštinama korisnicima u skladu sa članom 4.1.2 ovog sporazuma.
5. Plan nabavki pripremljen u skladu sa članom 4.1.3 ovog sporazuma.

Prva isplata ne sme preći 20% od ukupnog odobrenog iznosa zajma.

Svaka naredna tranša može biti isplaćena tek 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 Raspoređeno. Naredne tranše će biti obračunate na bazi Stanja napretka radova i - ukoliko je to primenjivo – Predviđenog stanja napretka radova.

3.3 Datum zatvaranja projekta

Očekivani datum završetka Projekta je 31. decembar 2014. godine.

3.4 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 ili prema Konvenciji o izmeni vezanoj za dan posle radnog dana.

Član 4. Praćenje zajma i Projekta

4.1 Korišćenje zajma

4.1.1. Rok

Zajmoprimac mora da Raspodeli tranše za potrebe Projekta, u roku od 12 (dvanaest) meseci od datuma svake isplate. Sredstva iz Zajma ne smeju se koristiti za plaćanje poreza, carina ili drugih taksi.

Iznos koji u ovom roku nije Raspoređen za potrebe Projekta, mora biti vraćen BSE, u roku od 30 (trideset) dana. Zajmoprimac se obavezuje da snosi troškove nastale od 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 Raspoređena za Projekat ili mu je samo delimično Raspoređena u toku perioda pomenutog u prvom stavu gore, ovo bi predstavljalo slučaj naveden u članu 3.3-(h) Poglavlja 3 Propisa o zajmu i može dovesti do obustave, poništavanja ili prevremene otplate Zajma prema uslovima iz člana 3.3, 3.5 i 3.6 Propisa o zajmu.

4.1.2. Izvođenje Projekta

Zajmoprimac određuje Ministarstvo životne sredine, rudarstva i prostornog planiranja (MŽSRPP) za organ za sprovođenje projekta OSP. OSP će odrediti jedinicu za upravljanje projektom JUP koja će biti odgovorna za celokupno upravljanje projektom. Ne ograničavajući napred navedeno, Zajmoprimac će u krajnjoj instanci biti odgovoran za poštovanje obaveza predviđenih ovim sporazumom i za njihove eventualne povrede.

OSP će odrediti lokalne samouprave (u daljem tekstu: Opštine korisnici) koje će sprovesti pod-projekte preko svojih opštinskih stambenih agencija (u daljem tekstu **OSA**). OSP će

potpisati Podsporazume sa Opštinama korisnicima u vezi sa sprovođenjem pod-projekata. Ovim sporazumima obavezno će se, *inter alia* (između ostalog), predvideti da:

- Rizik kursne razlike, ukoliko postoji, snosi Zajmoprimac koji ni u kom slučaju ovaj rizik ne sme preneti direktno ili indirektno na krajnje korisnike;
- OSA-e će kao nadležna opštinska institucija sprovoditi Projekat i upravljati njime za račun Opštine korisnice. U tom smislu OSA-e će biti odgovorne za sve aktivnosti koje se tiču identifikacije građevinskog i upotrebnog zemljišta, razrade lokalnih idejnih projektnih rešenja, sprovođenja procedura za arhitektonske i/ili inženjerske usluge i građevinske radove kao i za njihov nadzor.

U skladu sa Podsporazumima koje će OSP zaključiti sa Opštinama korisnicima, i u skladu sa Studijom izvodljivosti koja je deo aplikacije za Zajam, OSP će zaključiti finansijske ugovore sa OSA.

Prilikom pripreme navedenih sporazuma OSP će voditi računa da su sve obaveze koje su predviđene ovim sporazumom na odgovarajući način sprovedene od strane ostalih uključenih aktera.

U JUP dužnosti spadaju:

- Priprema celokupne potrebne ugovorne dokumentacije, izrada priručnika o procedurama, izrada formalnih prijavnih obrazaca, definisanje opštih pravila i procedura za odabir Krajnjih korisnika;
- Koordinisanje svih učesnika u projektu, pripremu isplata i zahteva za isplatu;
- Nadzor nad tenderskom procedurom, dodelu ugovora i korišćenje sredstava (u skladu sa članom 4.1.3. navedenim u daljem tekstu);
- Nadzor i izveštavanje o izvođenju projekta.

Dalje, JUP će pružati pomoć Opštinama korisnicima u (i odgovarajućim OSA-ma) prilikom određivanja najnižih nivoa i vrste održavanja stambenih jedinica koje će verovatno biti potrebno.

Zajmoprimac preuzima na sebe obavezu da obezbedi finansijska sredstva koja su neophodna za rad JUP iz budžetske linije OSP i to u trajanju ovog projekta. Zajmoprimac, takođe, na sebe preuzima obavezu da vodi brigu o JUP tokom trajanja Projekta i da preuzme sve neophodne aktivnosti da bi JUP dobio odgovarajuće kadrove i bio odgovarajuće opremljen prema standardima prihvatljivim za BSE.

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 mogu biti potrebna za propisno izvođenje Projekta.

4.1.2.2. Povećani ili revidirani troškovi Projekta

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

U svakom slučaju, delimično finansiranje od strane BSE neće premašiti 55% od ukupnih troškova Projekta, ne računajući kamatu i finansijske troškove, kako je utvrđeno u Prilogu 1.

4.1.2.3. Vidljivost BSE

OSP će, u ime Zajmoprimca, naznačiti krajnjim korisnicima da Projekat delimično finansira BSE i to posredstvom odgovarajućih medija kao što su internet stranice, pisani mediji, brošure i/ili postavljanje bilborda na lokacijama na kojima se izvode dati pod-projekti.

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

4.1.2.4. Dalje obaveze

OSP će, u ime Zajmoprimca, se dalje obavezati da:

- će izvođenje Projekta biti u skladu sa odgovarajućim propisima za sprečavanje prevara, korupcije i pranje novca, u skladu sa dalje navedenim članom 4.1.4;
- izvođenje Projekta neće dovesti do kršenja Evropske konvencije o ljudskim pravima i Evropske socijalne povelje;
- sva prava vezana za korišćenje zemljišta i nekretnine kao i sve dozvole potrebne za izvođenje i tok Projekta budu blagovremeno obezbeđene i pravosnažne;
- sva imovina i radovi koji predstavljaju deo ovog Projekta, a nisu obuhvaćeni u nekom aspektu važećim zakonima Srbije, moraju biti trajno osigurani u skladu da standardnom praksom date delatnosti;
- održavanje (posredno ili neposredno), popravka, remont i renoviranje celokupne opreme i nekretnina koji su obuhvaćeni ovim Projektom moraju se propisno vršiti i održavati adekvatno; OSP će, u ime Zajmoprimca, blagovremeno obaveštavati BSE o svim aranžmanima napravljenim u ovu svrhu;
- izvođenje Projekta i svi radovi u vezi sa Projektom moraju biti u skladu sa principima BSE koji se odnose na upravljanje životnom sredinom. Posebno, OSP se, u ime Zajmoprimca, mora postarati da:
 - (i) izvođenje pod-projekata i pratećih radova mora biti usklađeno sa odredbama Zakona o zaštiti životne sredine;
 - (ii) sve saglasnosti i građevinske dozvole koje su potrebne za realizaciju pod-projekata a koje se tiču zaštite životne sredine, moraju biti blagovremeno obezbeđene;
 - (iii) svi pod-projekti moraju biti usklađeni sa preporukama i uslovima vezanim za svaku datu saglasnost ili dozvolu;
 - (iv) izvođenje svakog pod-projekta se vrši u skladu sa preporukama, u slučaju potrebe, izrađene Studije uticaja na životnu sredinu (EIA) kao i konačnim dozvolama koje izdaje relevantna institucija koja je nadležna za pitanja životne sredine;

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

4.1.3. Nabavka

Svaka javna nabavka dobara, radova i usluga u okviru ovog Projekta vršiće se u skladu sa Smernicama za nabavku BSE i to na sledeći način:

- Ugovori čije su sume manje od EU pragova¹ biće dodeljeni na osnovu procedura o javnim nabavkama na način koji to propisuje Zakon o javnim nabavkama Republike Srbije.
- Ugovori koji su u visini ili iznad propisanih EU pragova biće dodeljeni preko međunarodnih otvorenih ili međunarodnih restriktivnih tendera kvalifikovanim izvođačima nakon objavljivanja odgovarajućeg obaveštenja u Službenom glasniku Evropske Unije (OJEU).

OSP će, u ime Zajmoprimca, što je pre moguće, pripremiti i dostaviti BSE u svrhu dobijanja saglasnosti Plan Nabavke, u skladu sa članom 3.2 ovog sporazuma, a u svakom slučaju pre potpisivanja Pratećeg pisma za prvu tranšu, posebno navodeći:

¹

Pragovi navedeni u članu 7 Direktive 2004/18/EC Evropskog parlamenta i Saveta i članu 16 Direktive 2004/17/EC Evropskog parlamenta i Veća, koji se mogu menjati s vremena na vreme.

- spisak ugovora vezanih za nabavku dobara, radova i/ili usluga koje su potrebne da bi se Projekat izvodio u toku početnog perioda koji bi trajao najmanje 18 (osamnaest meseci);
- procenu troškova svakog pojedinačnog ugovora;
- predložene procedure javne nabavke za svaki ugovor;
- predviđeni datum otvaranja svakog tendera.

Nakon prijema Plana o nabavci, BSE će obavestiti Zajmoprimca o svojim procedurama vezanim za reviziju ovog dokumenta.

OSP će ažurirati Plan nabavke jednom godišnje ili po potrebi tokom trajanja Projekta, a svaki ovakav ažurirani Plan nabavke biće poslat BSE u svrhu dobijanja saglasnosti. Zajmoprimac će se postarati, preko JUP, da Plan nabavke bude sproveden od strane OSA na onakav način koji je odobren od strane BSE.

BSE neće finansirati troškove koji se tiču dobara, radova i usluga koje nisu bile nabavljene u skladu sa gore pomenutim odredbama. Kod ovakvih slučajeva BSE zadržava pravo da svaki takav ugovor proglasi nepodobnim za finansiranje iz sredstava dodeljenih Zajmom, ili će otkazati deo sredstava rezevisanih za finansiranje takvog ugovora.

Dalje, ako u bilo kom trenutku BSE odluči da procedura nabavke u okviru ovog Projekta nije u saglasnosti sa gore pomenutim odredbama, BSE zadržava pravo da primeni odredbe prema uslovima iz člana 3.3, 3.5 i 3.6 Propisa o zajmu, što može dovesti do obustave, poništavanja ili prevremene otplate Zajma.

4.1.4. Obaveze integriteta

Zajmoprimac garantuje i preuzima obavezu da nijedna osoba prema trenutnim saznanjima OSP ili JUP nije počinila, i da neće uz saglasnost ili saznanje OSP ili JUP počiniti bilo koji akt, i to:

1. Nuđenje, davanje, primanje ili traženje bilo koje neprimerene koristi koja može uticati na postupanje lica koje obavlja javnu funkciju ili rukovodioca ili zaposlenog u organu uprave, javnoj službi, ili javnom preduzeću, ili direktora ili zvaničnika u međunarodnoj javnoj organizaciji, u vezi sa postupkom nabavke ili sprovođenja bilo kog ugovora u vezi sa elementima Projekta navedenim u Dodatku 1; ili
2. Bilo koja radnja koja na neprimeren način utiče ili može da utiče na postupak nabavke ili sprovođenje Projekta na štetu Zajmoprimca, uključujući i nedozvoljene dogovore između ponuđača.

Za svrhe ovog člana, saznanje bilo kog zaposlenog u OSP ili JUP predstavljaće saznanje OSP ili JUP. Zajmoprimac će se postarati da OSP/JUP preduzmu mere radi obaveštavanja BSE ukoliko dođu do saznanja o činjenju napred navedenih akata.

Zajmoprimac će se postarati (uključujući i unošenje odgovorajućih odredbi u Podsporazume) da će OPS/JUP ustanoviti, održavati i postupati u skladu sa unutrašnjim procedurama ili merama nadzora koje su predviđene nacionalnim zakonima ili odgovorajućom praksom postupanja, radi obezbeđivanja da se zaključi nijedna transakcija sa, ili od koje može imati korist bilo koje lice ili organizacija koja se navodi na objavljenoj sankcionisanih lica od strane Saveta bezbednosti UN, ili njegovih komiteta, i u skladu sa Rezolucijama Saveta bezbednosti 1267 (1999), 1373 (2001) na (www.un.org/terrorism) i/ili Saveta EU u skladu sa njegovim zajedničkim stavovima 2001/931/CSFP i 2002/402/CSFP, i drugim ili sledstvenim rezolucijama i/ili drugim aktima za njihovo sprovođenje u vezi sa finansiranjem terorizma.

4.1.5. Istrage i informacije

Zajmoprimac će se pobrinuti da OSP/JUP, preduzmu:

1. takve radnje koje BSE može razumno zahtevati radi provere ili sprečavanja bilo koje radnje ili akta iz člana 4.1.4. koji su navodno ili verovatno počinjeni;

2. da obaveste BSE o merama koje su preduzete radi ostvarivanja naknade štete od lica koja su odgovorna za činjenje navedenih radnji ili akata;
3. da sprovedu istragu u vezi sa takvim radnjama ili aktima ukoliko to BSE bude zahtevala.

4.1.6 Kontakt

Osim ukoliko Zajmoprimac pisemno ne obavesti BSE, rukovodilac JUP će biti odgovoran za kontakt sa BSE za svrhe članova 4.1.4 i 4.1.5.

Bilo koja povreda obaveza predviđenih članovima 4.1.4 i 4.1.5 može dovesti do suspenzije, otkazivanja ili prevremene otplate Zajma, u skladu sa članovima 3.3, 3.5 i 3.6 Propisa o zajmu.

4.2. Obavezne informacije

4.2.1. Informacije vezane za Projekat

OSP 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.

OSP se 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 za propisnu primenu Sporazuma, posebno što se tiče praćenja Projekta i korišćenja Zajma. Posebno, imajući u vidu da će svakodnevno izvođenje Projektnih aktivnosti u ime Opština korisnica u Projektu vršiti Opštinske stambene agencije, izveštaj o javnoj reviziji koju je, i ukoliko je, sprovedla Državna revizorska institucija u datoj OSA biće dostavljen BSE, a ako se utvrdi da je potrebno, BSE može zahtevati da reviziju u pomenutim Opštinskim stambenim agencijama izvrši nezavisni revizor o trošku Zajmoprimca.

OSP će 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 predstavljajući slučaj naveden u članu 3.3 Poglavlje 3 Propisa o zajmu, i može dovesti do suspenzije, otkazivanja ili prevremene otplate Zajma u skladu sa članovima 3.3, 3.5 i 3.6 Propisa o zajmu.

4.2.2. Izveštaji o praćenju

Najmanje dva puta godišnje, od isplate prve Tranše Zajma do svršetka celokupnog projekta, OSP će, u ime Zajmoprimca, dostavljati BSE izveštaj o praćenju Projekta. OSP 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 Dodatku 3 dat je obrazac jednog izveštaja o praćenju projekta i to sa minimumom informacija koje BSE zahteva u ovakvom izveštaju. Mogu se koristiti i drugačije forme izveštaja, ali samo pod uslovom da sadrže tražene informacije.

U svakom slučaju, izveštaji o praćenju će sadržati:

- stanje Raspodele isplaćenih tranši Zajma
- napredovanje planova za finansiranje i nabavku, vezanih za Projekat
- napredovanje samog Projekta, u smislu fizičkog napredovanja i nastalih troškova
- detalje o upravljanju Projektom
- tehničke pokazatelje (kao što je navedeno u Dodatku 4).

4.2.3. Izveštaj o završetku Projekta

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

4.2.4. Misije za praćenje

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

Član 5. Oslobađanje Zajmoprimca od obaveza

Nakon plaćanja punog iznosa glavnice Zajma i celokupne kamate i drugih troškova proisteklih iz istog, posebno onih iznosa iz članova 6. i 7. u daljem tekstu, Zajmoprimac će u potpunosti biti oslobođen svojih obaveza prema BSE, izuzev onih koje su definisane u članovima 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 o zajmu 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 van sudskim odlukama proisteklim iz ovog Zajma, snosiće Zajmoprimac.

Međutim, odredbe člana 4.7 Poglavlja 4 Propisa o zajmu, primeniće se vezano za troškove arbitražnog postupka pomenutog Poglavlja 4.

Član 8. Negativna zaloga i Pari passu

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 ustnovljavanje takvih Sredstava obezbeđenja u korist BSE.

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

Član 9. Izjave i garancije

Zajmoprimac izjavljuje i garantuje:

- da su ga nadležni organi ovlastili da sklopi ovaj sporazum i da su potpisniku 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 propratnih 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 o zajmu, i da je to primio k znanju.

Kada postoji kontradiktornost između bilo kakvih odredaba Propisa o zajmu i bilo kakvih odredaba Sporazuma, prednost će imati odredbe Sporazuma.

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

Ni u jednom slučaju ne sme postojati sumnja da je BSE taktički zaobišao bilo koje pravo koje je zagarantovano ovim Ugovorom.

Član 12. Nadležno pravo

Za Ugovor, njegove Dodatke i Propratna pisma biće merodavni propisi BSE, kao što je naznačeno u odredbama člana 1. stav 3. Trećeg Protokola (od 6. marta 1959. god.) Opšteg sporazuma o privilegijama i imunitetu Saveta Evrope (od 2. septembra 1949. god.) i drugo, ukoliko je neophodno, francuski zakon.

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

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 o zajmu.

Član 14. Obaveštenja

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

Za Zajmoprimca: **Ministarstvo finansija Republike Srbije**
Kneza Miloša br. 20
11000 Beograd, Srbija

Za: ministra finansija i/ili pomoćnika ministra
Faks: (00 381) 11 3618 961 ili 3642 632

Za BSE: **Banka za razvoj Saveta Evrope**
Avenija Kléber 55
75116 Pariz, Francuska
Za: Generalni direktorat za zajmove
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

Ugovor 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.

Po stupanju na snagu ovog Ugovora i kao preduslov za dostavljanje Prilaznog pisma za isplatu Prve tranše, Zajmoprimac će dostaviti pravno mišljenje i to na engleskom jeziku koje će se ticati pitanja kapaciteta, punomoći i ovlašćenja Zajmoprimca i koje će potvrditi da je Ugovor punovažan, obavezujući i zakonski sprovodiv u skladu sa zahtevima i uslovima BSE.

Član 16. Originalni primerci Sporazuma

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

Beograd, dana 27. juna 2011. godine

Za Republiku Srbiju

dr Mirko Cvetković, s.r.

Ministar finansija

Pariz, dana 1. jula 2011. godine

Za BANKU ZA RAZVOJ SAVETA EVROPE

Imre Tarafaš, s.r.

Viceguverner

SPISAK DODATAKA

DODATAK 1 OPIS PROJEKTA

DODATAK 2 PRORATNO PISMO (OBRASCI):

- *Dodatak 2a: Proravno pismo za Zajam sa fiksnom kamatnom stopom indeksiran u Evrima*

- *Dodatak 2b: Proravno pismo za Zajam sa varijabilnom kamatnom stopom indeksiran u Evrima*

DODATAK 3 IZVEŠTAJI O PRAĆENJU (OBRASCI):

- *Narativni izveštaj o napretku*

- *Tabela 1: Troškovi*

- *Tabela 2a: Godišnji plan nabavke*

- *Tabela 2b: Spisak odabranih ugovora*

- *Tabela 3: Finansijska sredstva*

- *Tabela 4a: Opštinski radni plan*

- *Tabela 4b: Projektni radni plan*

- *Tabela 5: Fizički ciljevi*

DODATAK 4 TEHNIČKI POKAZATELJI

Dodatak 1
Opis Projekta

I.

F/P :

1720 (2010)

Zajmoprimac:

Republika Srbija preko Ministarstva finansija

Odobrenje
Administrativnog saveta:

19. novembar 2010. godine

Odobreni iznos:

EUR 32.000.000

II.

Oblast intervencije:

Projekat će obuhvatiti sledeći sektor delovanja BSE:
“Objekti za stanovanje za lica sa niskim prihodima”

Planirani radovi:

Projekat će delimično finansirati izgradnju oko 1.700 stambenih jedinica, u svrhu davanja pod zakup ili prodaje, kao i, određenim slučajevima, poboljšanja postojeće osnovne infrastrukture vezane za oblast stanovanja.

Lokacija:

Srbija

Procenjeni ukupni troškovi projekta:

EUR 58.000.000 (bez PDV-a)

Indikativni troškovi i plan finansiranja:

Indikativna analiza troškova i plan finansiranja Projekta:

TROŠKOVI (koristi)	Suma(MEUR)	Izvori finansiranja	Suma (MEUR)	Udeo (%)
Celokupni troškovi izgradnje (obe stambene šeme)	57.8	BSE	32	55%
		Opštine	18	32%
Troškovi upravljanja JUP (administracija i rad)	0.2	MŽSRPP	8	13%
UKUPNO (bez PDV-a)	58	Ukupno (bez PDV-a)	58	100%

Napredak radova:

0% u vreme podnošenja zahteva za dobijanje zajma

Raspored radova:

2011. - 2014. Datum zatvaranja 31. decembar 2014. godine

III.

Kriterijum izbora:

Zajmoprimac će ispoštovati sve kriterijume za sticanje prava propisane politikom Zajma za “Objekte za stanovanje za niskodohodne osobe”.

IV.

Tehnički pokazatelji:

Spisak tehničkih pokazatelja koji će služiti kao osnova ocenjivanja tokom izvođenja Projekta dat je u Dodatku 4.

V.

Društveni efekti i efekti na životnu sredinu:

Predloženi Projekat pružiće pomoć vlastima u Srbiji u njihovim naporima da poboljšaju uslove življenja ciljane populacije olakšavajući im pristup fondovima za izgradnju neprofitnih stanova koji će biti izdati u zakup ili pod povoljnim uslovima prodati socijalno ugroženim građanima.

Shodno tome, zajam koji je odobrila BSE upotrebiće se za delimično finansiranje izgradnje novih socijalnih stanova koji će biti izdati u zakup ili pod povoljnim uslovima prodati socijalno ugroženim građanima, a u pojedinim slučajevima za unapređenje postojeće osnovne infrastrukture vezane za stanovanje.

Projekat će pružiti podršku republičkim i opštinskim vlastima u Srbiji da:

– formiraju institucionalne kapacitete na centralnom nivou u cilju podrške daljeg razvoja socijalnog stanovanja uz stvaranje Nacionalne Stambene Agencije;

– kreiraju standardne procedure koje su potrebne za uspostavljanje održivog mehanizma finansiranja socijalnog stanovanja, definišu odnose među nacionalnim upravnim organima i opštinskim organima koji će obezbeđivati neprofitne stanove i odabirati krajnje korisnike;

– dalje promovisati ulogu socijalnog stanovanja kao instrumenta društvene kohezije i inkluzije, sredstva za ublažavanje siromaštva, ujednačenog regionalnog razvoja i promovisanja standarda stanovanja;

– promovisati standarde energetske efikasnosti u sektoru stanovanja.

Dodatak 2a

PROPRATNO PISMO O ZAJMU SA FIKSNOM KAMATNOM STOPOM INDEKSIRAN U EVRIIMA (OBRAZAC)
--

F/P 1720 (2010) – [broj] Tranša

BANKA ZA RAZVOJ SAVETA EVROPE
PROPRATNO 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 *Propratno Pismo* o isplatama i Okvirni sporazum o zajmu definišu uslove koji su dogovoreni u vezi sa [broj] tranši u skladu sa članom [broj] pomenutog Okvirnog ugovora o zajmu.

Iznos Zajma	EUR [iznos]
Rok dospeća	[broj]-godina krajnjeg roka dospeća sa [broj] godina grejs perioda
Fiksna kamatna stopa	[procenat] [neto] godišnje
Plaćanje kamate	Polugodišnje/ godišnje u ratama
Broj dana u godini uzetih za obračun kamate	30/360 neusklađeno, Konvencija o izmeni vezanoj za dan posle radnog dana
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 KOD: [šifra] preko [ime korespondentne banke i grada] SWIFT KOD: [šifra]

Instrukcije za plaćanje (BSE)

Kao u članu 3.4 Okvirnog ugovora o zajmu

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

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

Ove odredbe su predmet dogovora u odnosu na "Konvenciju o izmeni vezanoj za dan posle poslovnog dana", čija definicija se može naći u Okvirnom ugovoru o zajmu, potpisanom između BSE i Zajmoprimca na dan [datum].

Predmetno Priložno Pismo stupiće na snagu po potpisivanju obe strane – Zajmoprimca i BSE.

[grad, datum]

Za **Savet Evrope**

Banka za razvoj

[grad, datum]

Za **Republiku Srbiju**

Dodatak 2b

PROPRATNO PISMO O ZAJMU SA VARIJABILNOM KAMATNOM STOPOM INDEKSIRANOM U EVRIMA (OBRAZAC)
--

F/P1720 (2010) – [broj] Tranša

BANKA ZA RAZVOJ SAVETA EVROPE
PROPRATNO 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 *Propratno Pismo* o isplatama i Okvirni sporazum o zajmu definišu uslove koji su dogovoreni u vezi sa [broj] tranši u skladu sa članom [broj] pomenutog Okvirnog ugovora o zajmu.

Iznos Zajma	EUR [iznos]
Rok dospeća	[broj]-godina krajnjeg roka dospeća sa [broj] godina grejs perioda
EURIBOR	Kako je definisano Okvirnim ugovorom o zajmu
Varijabilna kamatna stopa	EURIBOR 3 ili 6 meseci plus ili minus [broj] osnovnih poena [neto] godišnje (Telerejt [referenca] ili Rojters [referenca])
Plaćanje kamate	Kvartalno/polugodišnje u ratama
Broj dana u godini uzetih za obračun kamate:	Stvarni broj dana/360, Konvencija o izmeni vezanoj za dan posle radnog dana
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 KOD: [šifra] preko [ime korespondentne banke i grada] SWIFT KOD: [šifra]
Instrukcije za plaćanje (BSE):	Kao u članu 3.4 Okvirnog ugovora 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] meseca. Plaćanje kamate će se vršiti na dan [dan, mesec]² 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 izmeni vezanoj za dan posle poslovnog dana", čija definicija se može naći u Okvirnom ugovoru o zajmu, potpisanom između BSE i Zajmoprimca na dan [datum].

Predmetno Proravno Pismo stupiće na snagu po potpisivanju obe strane – Zajmoprimca i BSE.

[grad, datum]

Za Savet Evrope

Banka za razvoj

[grad, datum]

Za Republiku Srbiju

² uneti 4 datuma za kvartalna plaćanja i 2 datuma za polugodišnja plaćanja

Dodatak 3

IZVEŠTAJI O PRAĆENJU (OBRASCI)

- *narativni izveštaj o napretku*

- *Tabela 1: Troškovi*

- *Tabela 2a: Godišnji plan nabavke*

- *Tabela 2b: Spisak odabranih ugovora*

- *Tabela 3: finansijska sredstva*

- *Tabela 4a: Opštinski radni plan*

- *Tabela 4b: Projektni radni plan*

- *Tabela 5: Fizički ciljevi*

NARATIVNI IZVEŠTAJ O NAPRETKU

F/P 1720 (2010) Republika Srbija – Opštinski socijalni stanovi <u>Kratak pregled stanja Projekta</u>					
Troškovi projekta: 58 MEUR (ili RSD 3.3 milijardi) Plan finansiranja: BSE Zajam: 32 MEUR Opštine: 18 MEUR MESP: 8 MEUR	Ciljevi: Izgradnja oko 1 700 novih stambenih jedinica, u svrhu davanja pod zakup ili prodaje, kao i, u određenim slučajevima, poboljšanje postojeće osnovne infrastrukture vezane za oblast stanovanja za građane koji nemaju pristup rešavanju stambenog pitanja pod važećim tržišnim uslovima.				
Datum početka Projekta: [datum] Datum zatvaranja: 31/12/2014	Agencija koja izvodi Projekat: Ministarstvo životne sredine, rudarstva i prostornog planiranja (MŽSRPP)				
% Isplaćeno na [datum] Prosečna isplata % na godišnjem nivou: %	Istorija isplata (završni period) <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Trenutno (period)</td> <td style="text-align: right;">MEUR</td> </tr> <tr> <td>Projektovano (period)</td> <td style="text-align: right;">MEUR</td> </tr> </table> Priložene ažurirane informacije o isplatama	Trenutno (period)	MEUR	Projektovano (period)	MEUR
Trenutno (period)	MEUR				
Projektovano (period)	MEUR				
Kratak pregled statusa projekta: Status izvođenja Projekta na dati dan je sledeći: A. SOCIJALNI STANOVNI NAMENJENI DAVANJU U ZAKUP 1. Napredovanje Projekta <ul style="list-style-type: none"> • Akvizicija zemljišta i priprema za izgradnju • Studije i projekti • Građevinski radovi • Revidiran raspored aktivnosti za naredni period/godinu za koje se piše izveštaj 2. Troškovi projekta i finansiranje (završni period) <ul style="list-style-type: none"> • Kratak pregled isplata • Finansijski tokovi sredstava dobijenih od izvora finansiranja • Ažuriran pregled nastalih i plaćenih troškova • Budući troškovi i ukupni trošak 3. Postignuća <ul style="list-style-type: none"> • Postignuti rezultati • Odstupanja • Problemi na koje se naišlo 4. Aktivnosti vezane za nabavku (kraj perioda) <ul style="list-style-type: none"> • Plan nabavke • Rezultati javnog konkursa 					

<ul style="list-style-type: none">• Izvršenje ugovora 5. Praćenje i ocenjivanje <ul style="list-style-type: none">• Sporazumi sa opštinama• Kriterijumi za odabir Korisnika i raspodela po grupama
B. CENOVNO DOSTUPNI STANOVİ ZA PRODAJU 1. Napredovanje Projekta <ul style="list-style-type: none">• Akvizicija zemljišta i priprema za izgradnju• Studije i projekti• Građevinski radovi• Revidiran raspored aktivnosti za naredni period/godinu za koje se piše izveštaj 2. Troškovi projekta i finansiranje (završni period) <ul style="list-style-type: none">• Kratak pregled isplata• Finansijski tokovi sredstava dobijenih od izvora finansiranja• Ažuriran pregled nastalih i plaćenih troškova• Budući troškovi i ukupni trošak 3. Postignuća <ul style="list-style-type: none">• Postignuti rezultati• Odstupanja• Problemi na koje se naišlo 4. Aktivnosti vezane za nabavku (kraj perioda) <ul style="list-style-type: none">• Plan nabavke• Rezultati javnog konkursa• Izvršenje ugovora 5. Praćenje i ocenjivanje <ul style="list-style-type: none">• Sporazumi sa opštinama• Kriterijumi za odabir Korisnika i raspodela po grupama
V. VIDLJIVOST BSE ZAJMA <ul style="list-style-type: none">• Navođenje da je BSE dala Zajam u Sporazumima• Javno oglašavanje• Bilbordi na gradilištima• mediji/novinski članci: spisak članaka, izvori, datumi, i broj strane/strana koji pominju BSE, prevod članaka koji pominju BSE iz kvalitativne perspektive
G. SPECIFIČNA PROBLEMATIKA VEZANA ZA PROJEKAT
D. KADROVSKA PROBLEMATIKA

Predloženi akcioni plan da se problemi reše (ukoliko postoje):		
Akcija	Odgovornost	Datum zatvaranja
Đ. IZVUČENE POUKE (na kraju projekta)		
Ministarstvo životne sredine, rudarstva i prostornog planiranja	Jedinica za upravljanje Projektom	

PROJEKAT: F/P 1720 (2010) – Opštinsko socijalno stanovanje[illegible]

TABELA 2a – GODIŠNJI PLAN NABAVKI

DRŽAVA: REPUBLIKA SRBIJA

PROJEKAT: F/P 1720 (2010) – Opštinsko socijalno stanovanje

1 Građevinski radovi datum

Datum:...

1	2	3	4	5	6	7	8	9	10	11	12
rb	Opis ugovora	Procenjeni valutni trošak	Procenjeni trošak u evrima	Broj partije	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

2 Dobra

1	2	3	4	5	6	7	8	9	10	11	12
rb	Opis ugovora	Procenjeni valutni trošak	Procenjeni trošak u evrima	Broj partije	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
rb	Opis doznake	Procenjeni valutni trošak	Procenjeni trošak u evrima	Broj partije	Metod odabira	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: kolonu kontrola/pregled od strane banke popunjava BSE

Napomena: kolona prednost domaćeg popunjava se samo u slučaju sprovođenja metoda internih nabavki (3 ponude). U slučaju primene ostalih metoda staviti N/A

TABELA 2b – SPISAK ODABRANIH UGOVORA

DRŽAVA: REPUBLIKA SRBIJA

PROJEKAT: F/P 1720 (2010) – Opštinsko socialno stanovanje

datum:

BEZ PDV

[illegible]

(1) Akronimi koji se koriste: R za radove, D za dobra, U za usluge

(2) Akronimi koji se koriste: MJN = međunarodno javno nadmetanje; NJN = nacionalno javno nadmetanje; K = kupovina; DU = direktan ugovor; SSZ = sopstvena sredstva zajmoprimca

* datum – dan/mesec/godina

TABELA 3 – FINANSIJSKA SREDSTVA

U RSD (neto bez PDV)

Primljena sredstva

DRŽAVA: REPUBLIKA SRBIJA

PROJEKAT: F/P 1720 (2010) – Opštinsko socijalno stanovanje

Datum

FINANSIJSKA SREDSTVA	Godina 1*	Godina 2*	Godina 3*	UKUPNO	KOMENTARI
BSE					
PARTNERSKE OPŠTINE					
VLADA					
UKUPNO					

* Molimo vas zamenite godinu sa referentnim periodom

TABELA 4a – OPŠTINSKI RADNI PLAN
(DIJAGRAM)

DRŽAVA: REPUBLIKA SRBIJA

PROJEKAT: F/P 1720 (2010) – Opštinsko socijalno stanovanje

Datum:

[illegible]

TABELA 4b – PROJEKTNI RADNI PLAN

(dijagram)

DRŽAVA: REPUBLIKA SRBIJA

PROJEKAT: F/P 1720 (2010) – Opštinsko socijalno stanovanje

Datum:

Grad/opština			2011				2012				2013				2014				% Fizičkog napredovanja	Komentari
			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
A. FAZA SPROVOĐENJA																				
	1. Osnivanje JUP	Originalni radni plan																		
		Napredovanje radova																		
	2. Formalni zahtev sredstava	Originalni radni plan																		
		Napredovanje radova																		
	3. Potpisivanje ugovora sa opštinama	Originalni radni plan																		
		Napredovanje radova																		
	4. Potpisivanje ugovora sa OSA, 1. grupa	Originalni radni plan																		
		Napredovanje radova																		
	5. Obuka i izgradnja kapaciteta, 2. grupa	Originalni radni plan																		
		Napredovanje radova																		
	6. Potpisivanje ugovora sa OSA, 2. grupa	Originalni radni plan																		
		Napredovanje radova																		
	7. Priprema zemljišta i rešavanje svojine	Originalni radni plan																		
		Napredovanje radova																		
	8. Konkurs za idejni arhitektonski projekat	Originalni radni plan																		
		Napredovanje radova																		
	9. Konkurs za izvođača radova	Originalni radni plan																		
		Napredovanje radova																		
	10. Izgradnja	Originalni radni plan																		
		Napredovanje radova																		
	11. Odabir korisnika	Originalni radni plan																		
		Napredovanje radova																		
	12. Ugovori sa korisnicima i useljenje	Originalni radni plan																		
		Napredovanje radova																		
B. Sledeći građevinski ciklus/dodatnih 300 stambenih jedinica		Originalni radni plan																		
		Napredovanje radova																		

TABELA 5 – FIZIČKI CILJEVI

DRŽAVA: REPUBLIKA SRBIJA

PROJEKAT: F/P 1720 (2010) – Opštinsko socijalno stanovanje

Datum:

[illegible]

(1) Legenda T = temelji; P = prizemlje; S = broj spratova; Pk = potkrovlje (ili A = atika, odnosno krov) (npr. T+P+5S+Pk)

TEHNIČKI POKAZATELJI

DRŽAVA: REPUBLIKA SRBIJA

PROJEKAT: F/P 1720 (2010) – Opštinsko socijalno stanovanje

Sektor	Pod-sektor	Tip	Pokazatelj	Koncept	Merna jedinica	Aktuelno stanje	Projekto-vani ciljevi	Rezultati
Socijalno stanovanje	Stanovništvo sa niskim primanjima	Pristup	Uslovi stanovanja	Udeo stanovništva sa neodgovarajućim stanovanjem	%			
			Stambeni fond	Udeo javnog stambenog fonda u ukupnom stambenom fondu	%			
				Udeo javnog stambenog fonda u ukupnom stambenom fondu	%			
		Jednakost	Prihodi	Udeo stanovništva sa prihodima manjim od prosečnih	%			
				Udeo stanovništva sa prihodima manjim od 75% prosečnih	%			
			Stambena dostupnost	Udeo zakupnine u srednjem prihodu domaćinstva (prosek)	%			
				Udeo rate kredita u srednjem prihodu domaćinstva (prosek)	%			
		Kvalitet	Prostorni uslovi stanovanja	Neto korisna površina po osobi/jedinice u stambenom fondu za zakup (prosek)	%			
				Neto korisna površina po osobi/jedinice u stambenom fondu u privatnom vlasništvu (ili novogradnji)	%			
			Termička efikasnost objekata (prosek)	Koeficijent termičke provodljivosti građevinskih fasada	W/m ² K			
			Zaštita životne sredine (održivost)	"Eko" znak/sertifikat	D/N			
		Efikasnost	Cena jedinice	Ukupni troškovi (rad, materijal, infrastruktura, profit izvođača, upravljanje projektom)	Evra/ m ²			
			Povraćaj troškova	Udeo naknade troškova (zemljište i objekat) sadržan u zakupnini (prosek)	%			
				Udeo naknade troškova (zemljište i objekat) sadržan u prodajnoj ceni (prosek)	%			
			Pokrivanje troškova (zakup)	Godišnji povraćaj od godišnjih troškova (kapitala, tekućeg i investicionog održavanja) (prosek)	%			
			Pokrivanje troškova (privatno)	Godišnji povraćaj od godišnjih troškova (kapitala, tekućeg i investicionog održavanja) (prosek)	%			
			Troškovi usluga za stanovanje	Smanjenje potrošnje (ili računa) (prosek)	kWh/(m ² /a) i/ili %			

Popuniti pre prve isplate

Član 3.

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