

Z A K O N
O POTVRĐIVANJU OKVIRNOG UGOVORA O ZAJMU
ZAKLJUČENOG IZMEĐU REPUBLIKE SRBIJE I BANKE ZA
RAZVOJ SAVETA EVROPE

Član 1.

Potvrđuje se Okvirni ugovor o zajmu zaključen između Republike Srbije i Banke za razvoj Saveta Evrope, potpisan 30. novembra 2006. godine.

Član 2.

Tekst Okvirnog ugovora u originalu na engleskom i prevodu na srpski jezik glasi:

FRAMEWORK LOAN AGREEMENT

Between

COUNCIL OF EUROPE DEVELOPMENT BANK

And

THE REPUBLIC OF SERBIA

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

And

The Republic of Serbia (hereinafter called the *Borrower*), represented by the Ministry of Finance, on the other hand,

- Having regard to the application submitted by the Member Government of the Republic of Serbia dated July 31, 2006,
- Having regard to the Resolution of the Administrative Council of the CEB: 1480 (2004),
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to the articles of the Loan Regulations of the CEB dated November 1999.

HAVE AGREED UPON THE FOLLOWING:

Article 1. General Conditions

This loan is granted under the general conditions of the Loan Regulations of the CEB and under the special conditions fixed 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 for the partial financing of the F/P 1571 (2006) approved by the CEB's Administrative Council on September 6, 2006 and concerning the reconstruction and rehabilitation of housing and related infrastructure affected by a series of land movements occurred on the territory of a number of municipalities in central Serbia, starting early February and reaching its peak in March 2006.

This loan is granted by the CEB in consideration of the commitment that the Borrower is making to apply it solely to financing the sector-based project described in Appendix 1 (hereinafter the **Project**), 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 immediate repayment of the loan, under the terms of Article 13 of the Loan Regulations.

Article 3. The Loan

3.1. Financial conditions

The amount of the loan granted is:

EUR 10 000 000
Ten million euro

It shall be disbursed in instalments under conditions specified in Appendix 1.

For each instalment, 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 by fax. The currency for instalments will be EUR.

A Side Letter to the Agreement which specifies the conditions for each instalment shall be drawn up at the time of disbursement substantially in the form set out in Appendix 2.

3.2 Contribution from the Selective Trust Account

The interest rate for each loan instalment will be subsidised through a contribution withdrawn from CEB's Selective Trust Account (hereinafter *the subsidy*). This subsidy cannot exceed EUR 2 400 000 for the total amount of the project approved by CEB's Administrative Council. The subsidy has been calculated at 300 basis points per annum (3.00%) on the basis of a loan with a 10-year tenor including a 5-year grace period. However, in case the interest rate before subsidising would be below the rate of subsidy, the subsidy shall be equivalent to that rate. The interest rate for each loan instalment will be calculated based on CEB standard rate minus the subsidy. The subsidy will be applied proportionally on each tranche of the loan.

3.3. Disbursement

The disbursement of the loan, in several instalments, shall be made in accordance with the Project's work progress. Applications for disbursements will be submitted to CEB by the Borrower.

The first disbursement must occur at the latest within 18 months following the approval date of the Project.

An advance instalment of up to 40% of the approved loan amount shall be disbursed into a registered account, which may be audited by the CEB.

The following disbursements shall be based on declarations by the Borrower concerning the state of progress (and on forecasts for the progress of works in the current year).

Subsequent instalments will be disbursed once 90% of the previous instalment has been utilized.

3.4. Mobilisation

In order to mobilise the loan instalments, the Borrower shall send to the CEB before each disbursement the attached Promissory Note (Appendix 3) for each instalment.

The Promissory Note is issued and payable in the currency of the instalment paid out.

3.5. Domicile

All the amounts due by the Borrower under this loan are payable in the currency of each instalment to the account number communicated by the CEB to the Borrower at the time of disbursement, with fax notice to be sent to the CEB by the bank instructed by the Borrower with payment, at least five working days before each payment.

3.6. Dates

The provisions of Article 3 are subject to the Modified Following Business Day Convention. Modified Following Business Day Convention means a convention whereby if a specified date would fall on a day which is not a Business Day ("Business Day" means a day on which the TARGET System (Trans-European Automated Real-Time Gross Settlement Express Transfer System) is operating), 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.

Article 4. Monitoring the loan and the Project

4.1 Use of the Loan

4.1.1. Period

The loan proceed of each instalment must be used by the Borrower for financing the Project within 12 months after its disbursement by the CEB.

4.1.2. Implementation of the Project

The Borrower will delegate the implementation of the project to the Building Directorate of Serbia (BDS) which will supervise the works under the authority of the Ministry of Capital Investments.

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

Should the costs of the Project, increase or be revised for whatever reason, the Borrower shall ensure that the additional financial resources for the completion of the Project are available.

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

The Borrower through the BDS shall undertake, moreover, that:

- the Project complies with the relevant Council of Europe conventions;
- the Project has been subject to a local environmental assessment based on the Republic of Serbia legal framework;
- the Project complies with the eligibility criteria specified in Appendix 1;
- partial financing by the CEB does not exceed 80% of the total cost of the Project, excluding interest and financial charges, such as defined in Appendix 1.

4.1.3. Procurement

Procurement will be carried out in accordance with the latest Public Procurement legislation in force in the Republic of Serbia, provided that such legislation and procedures are not in conflict with CEB Procurement Guidelines.

The CEB will not issue any “no-objection” to the procurement arrangements proposed by the Borrower, including contract packaging and applicable procedures, but will reserve the right to proceed to a pre-review or post review of procurement documentation on a sample basis.

The Ministry of Capital investments should promptly inform the CEB of any delay, or other changes in the scheduling of the procurement process, which could significantly affect the timely and successful implementation of the project contracts, and agree with the CEB on corrective measures.

The Ministry of Capital Investments will submit to the CEB, before the first disbursement, the results of calls for tenders or negotiations regarding the infrastructure works and housing repair contracts. The copies of signed contracts will also be sent in due time to the CEB by the beneficiary.

In any case the responsibility for the implementation of the project, and therefore the responsibility for the award and administration of contracts under the project, remains with the Borrower.

4.2. Borrower's Reports

4.2.1. Project progress reports

From the first disbursement of the loan up until the completion of the entire Project, the Borrower through the Ministry of Capital Investments shall send to the CEB quarterly follow-up reports detailing:

- the state of use of the loan;
- the progress of the Project's financing plan;
- the progress of the Project itself;
- Project management details.

Appendix 4 provides the template specifying the minimum information required by the CEB for progress reports. Alternative formats containing the same information may also be used.

4.2.2. Project completion report

At the completion of the entire Project, the Borrower through the Ministry for Capital Investments shall present a final report, containing an appraisal of the Project's economic, financial, social and environmental effects.

4.3. Information provision to the CEB

The Borrower through the BDS shall keep accounting records concerning the Project, which shall be in conformity with international standards, which shall show, 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 present loan.

The Borrower and undertake to favourably receive any information 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 information mission, by facilitating any possible visits to the sites 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 present loan.

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

The Borrower shall inform the CEB immediately of any legislative or regulatory change in the economic sector relevant to the Project, and, in a general sense, of any event which may have an influence on the execution of their obligations under the Agreement. Any legislative or regulatory change in the economic sector relevant to the Project, would constitute an event as listed in Article 13-h of Chapter 3 of the Loan Regulations of the CEB and may give rise to the suspension, cancellation or immediate repayment of the loan.

Article 5. Discharge of the Borrower's obligations

The payment of the due amount stipulated on the Promissory Note releases the Borrower from their obligations as defined in section 3.1 above.

After the full amount of the principal of this loan, and all interest and other expenses resulting there from, in particular those sums under Articles 6 and 7 below, have been duly paid, the Borrower shall be fully released from their obligations towards the CEB, with the exception of those set out in Article 4 above.

Article 6. Interest for delay

Notwithstanding any other recourse available to the CEB under the present 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 for the currency of the late payment as of the due date (if not a TARGET Business Day, the first following working day) 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 refinancing of the loan granted, together with all judicial or extra-judicial deeds having this loan as their origin, shall be borne by the Borrower.

However, the provisions of Article 25 of Chapter 4 of the Loan Regulations of the CEB shall apply regarding the costs of the arbitration procedure mentioned in said Chapter 4.

Article 8. Securities

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

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

Failure to comply with these provisions would represent a case of default as laid down in Article 13-h of Chapter 3 of the Loan Regulations of the CEB and may give rise to the suspension, cancellation or immediate repayment of the loan.

Article 9. Representations and Warranties

The Borrower represent and warrant:

- that their competent bodies have authorized them to make 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 them;
- 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 challenge, 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 they have taken note of the Loan Regulations of the CEB, and have received a copy thereof.

Where there is a contradiction between any provision whatsoever of the Loan Regulations of the CEB 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 serve 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 and the negotiable securities 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 of the CEB.

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 in the conditions laid down in Chapter 4 of the Loan Regulations of the CEB.

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 St
Belgrade

Attention: The Minister and or the Assistant Minister

Fax: 381 011 361 6522

For the CEB:

Council of Europe Development Bank
55 Avenue Kléber
75116 Paris

Attention: the Director of the Projects Department

Fax: 33 1 47 55 37 52

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

Article 15. Entry into force

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

Article 16. Copies of Agreement

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

Belgrade
On November 8, 2006

For the Republic of Serbia
The Minister

Paris
On November 30, 2006

For the CEB
Apolonio RUIZ LIGERO
Vice-Governor

Appendix 1

Project Description

I.	F/P :	1571 (2006)	
	Borrower:	The Republic of Serbia through the Ministry of Finance	
	Approval date:	6 September 2005	
	Amount approved:	EUR 10 000 000	
II.	Intervention areas:	Housing and related infrastructure in favour of victims of natural disaster	
	Planned works:	<p>The estimated project's scope includes several activities grouped on the following Project components:</p> <p>Component A: Relocation of 44 houses i.e. part of Bogdanje village (Trstenik Municipality) on new settlement(s) and/or on individual plots on the territory of the same Municipality;</p> <p>Component B: Provision of some 228 houses and/or apartments (construction or acquisition) for relocation of affected families in various villages or towns in other municipalities identified by the Serbian competent authorities;</p> <p>Component C: Provision of new infrastructure as necessary (access roads, utility networks, sewage disposal etc) related to the new housing provided under Component A and B (both to settlements and to individual plots);</p> <p>Component D: Rehabilitation of local infrastructure (roads inclusive of flyovers, utility networks etc.) in the municipalities identified by the Serbian competent authorities.</p>	
	Location:	Aproximately 49 municipalities identified by the Serbian competent authorities.	
	Estimated total cost of the project:	€ 12,500,000 excluding VAT	
	Estimated Cost distributed by items:	Budgetary item	Estimated cost (€)
		Land acquisition	504 000
		Preliminary studies, designs and supervision	450 000
		280 housing units (new settlement(s) and individual plots)	6 750 000
		Infrastructure related to the 280 housing units	2 180 000
		Local infrastructure (design & build)	1 470 000
		Demolition and security measures	154 000
		Project management and fees	253 000
		Technical contingencies (5% on works)	528 000
		Price contingencies (2% on works)	211 000
		TOTAL	12 500 000
	Financing plan:	Financial Sources	AMOUNT %
		CEB	10 000 000 80
		Republic of Serbia	2 500 000 20
		TOTAL	12 500 000 100.0
	Progress of works at the moment of the presentation of the request:	Approximately 20%.	
	Implementation schedule	The Project is expected to be completed by March 2007.	

Conditions to be fulfilled prior to the first disbursement :	Prior to the first instalment of the loan, in order to secure the prerequisites for Project's implementation and monitoring satisfactory to the CEB, the BDS shall submit to the Bank the list of infrastructure work packages, distributed by municipality and the list of signed and/or prepared contracts.
III. Criteria of eligibility:	The project falls under the social housing sector, an eligible field of action according to Resolution 1480 (2004).
IV. Social effects:	The Project will bring immediate benefits to approximately 2 000 people whose houses were either destroyed or severely damaged by the movements of land of March 2006 in Central Serbia and will rehabilitate the local infrastructure in the affected municipalities.

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] instalment in reference to Article 3 of the said Framework Loan Agreement.

Loan Amount	[currency and 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 (EURO)	Means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is operating
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 Article 3.5 of the Framework Loan Agreement, signed between CEB and the Borrower on [date].

In order to mobilise this loan instalment, the Borrower shall, in due time, send to CEB a Promissory Note corresponding to this instalment [see Appendix 3].

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

[City, date]
For [Borrower’s name]

F/P 1571 - [n°] instalment

PROMISSORY - NOTE

=====

[CURRENCY] [AMOUNT]

[DATE]

FOR VALUE RECEIVED, the undersigned **REPUBLIC OF SERBIA as Borrower:**

by this Promissory-note promises to pay to the Council of Europe Development Bank or other, the principal sum of :

[AMOUNT in letters] [CURRENCY in letters],

in instalments on the dates hereinafter specified, and the interests as specified below.

On the dates hereinafter specified, payment shall be made as provided for hereinafter of a total sum comprising the reimbursement due on the principal and the interest on the unpaid balance of the principal.

[DATE]

**PRINCIPAL:
[CURRENCY][AMOUNT]**

[DATE]

**INTEREST:
[CURRENCY][AMOUNT]**

Above payments shall be made at:

[CEB'S CORRESPONDENT BANK AND ACCOUNT REFERENCES],

in favour of the Council of Europe Development Bank, without deduction for or on account of any present or future taxes, duties or any other charges imposed or levied against this note or the proceeds thereof by or within the Republic of Serbia or any political or taxing subdivision thereof.

This Promissory-note constitutes a relation to a loan granted by the Council of Europe Development Bank to the Borrower on

dated **[DATE of DISBURSEMENT].**

Upon default in the prompt and full payment of any sums due under this Promissory Note the entire principal and interest thereon to the date of payment shall immediately become due and be paid at the option and upon demand of the holder thereof.

The failure of the holder thereof to exercise any rights hereunder in any case shall not constitute a waiver of any of its rights in that or any other instance.

For the **BORROWER**

Appendix 4

Progress Report

OKVIRNI UGOVOR O ZAJMU
Zaključen između
BANKE ZA RAZVOJ SAVETA EVROPE
I
REPUBLIKE SRBIJE

BANKA ZA RAZVOJ SAVETA EVROPE , Međunarodna organizacija, Pariz
(u daljem tekstu: BSE), s jedne strane,

I

Republika Srbija (u daljem tekstu: Zajmoprimac) koju predstavlja Ministarstvo finansija,
s druge strane

- s obzirom na zahtev koji je podneo ovaj član Vlade Republike Srbije, na dan 31. jul 2006. godine,
- s obzirom na Odluku Administrativnog odbora BSE: 1480 (2004),
- s obzirom na Treći protokol Opšteg sporazuma o povlasticama i imunitetu Saveta Evrope,
- s obzirom na odredbe Propisa o zajmu BSE iz novembra 1999.

DOGOVORILE SU SE O SLEDEĆEM:

Član 1. Opšti uslovi

Ovaj zajam se odobrava u skladu sa opštim uslovima važećih Propisa o zajmu BSE i u skladu sa posebnim uslovima utvrđenim ovim okvirnim ugovorom o zajmu (u daljem tekstu: Ugovor) i njegovim dodacima i pratećim pismima (u daljem tekstu: Prateća pisma).

Član 2. Projekat

BSE odobrava Zajmoprimcu, koji ga prihvata, zajam za delimično finansiranje F/P 1571 (2006) koji je Administrativni odbor BSE odobrio 6. septembra 2006. godine, a tiče se rekonstrukcije i obnove stambene i prateće infrastrukture pogođene nizom klizišta na teritoriji jednog broja opština centralne Srbije, koja su otpočela početkom februara a dostigla svoj vrhunac u martu 2006. godine.

BSE odobrava ovaj zajam s obzirom na preuzetu obavezu Zajmoprimca da ga koristi isključivo za finansiranje namenskog projekta opisanog u Dodatku 1 (u daljem tekstu: Projekat), i da ovaj projekat realizuje pod uslovima preciziranim u pomenutom dodatku.

Svaka izmena načina na koji se zajam primenjuje, bez saglasnosti BSE, može da dovede do obustave, poništenja ili trenutne otplate zajma, pod uslovima iz člana 13. Propisa o zajmu.

Član 3. Zajam

3.1. Finansijski uslovi

Iznos odobrenog zajma je:

EUR 10000000
Deset miliona evra

Zajam se isplaćuje u tranšama pod uslovima datim u Dodatku 1.

Za svaku tranšu Zajmoprimac i BSE zajedno utvrđuju, putem faksa, iznos, kamatnu stopu, datum isplate, rok vraćanja i račune strana na koje se vrši doznačavanje. Valuta za tranše je EUR.

Prateće pismo uz ovaj ugovor kojim se bliže određuju uslovi za svaku pojedinačnu tranšu sačinjava se u vreme isplate i to suštinski u formi datoj u Dodatku 2.

3.2. Doprinos sa odobrenog povereničkog računa

Kamatna stopa za svaku tranšu zajma biće subvencionisana kroz doprinos koji se povlači sa Odabranog povereničkog računa BSE (u daljem tekstu: subvencija). Ova subvencija ne može biti veća od EUR 2 400 000 za ukupan iznos Projekta koji je odobrio Administrativni odbor BSE. Subvencija se obračunava na 300 bazičnih poena godišnje (3.00%) na bazi zajma sa dospećem od 10 godina uključujući 5-godišnji grejs-period. Ako bi, međutim, kamatna stopa pre subvencionisanja bila niža od stope subvencije, onda će subvencija biti jednaka toj stopi. Kamatna stopa za svaku tranšu zajma računace se tako što će se od standardne stope BSE oduzeti subvencija. Subvencija će se proporcionalno primenjivati na svaku tranšu zajma.

3.3. Isplata

Isplata zajma, u nekoliko tranši, vrši se u skladu sa napredovanjem radova po Projektu. Prijave za isplate podnosiće Zajmoprimac BSE.

Do prve isplate mora da dođe najkasnije u roku od 18 meseci od dana odobrenja Projekta.

Avansna tranša u visini do 40% odobrenog iznosa zajma isplaćuje se na registrovan račun, koji BSE može da kontroliše.

Sledeće isplate će se bazirati na izjavama Zajmoprimca o napredovanju radova (i na predviđenom napredovanju radova u tekućoj godini).

Svaka naredna tranša će biti isplaćena onda kada je iskorišćeno 90% prethodne tranše.

3.4. Mobilisanje

Radi mobilisanja tranši zajma, Zajmoprimac pre svake isplate šalje BSE priloženu promesu (Dodatak 3) za odgovarajuću tranšu.

Promesa će se izdavati i biti plativa u valuti isplaćene tranše.

3.5. Domicil

Svi iznosi koje Zajmoprimac duguje po ovom zajmu plaćaju se u valuti tranši na broj računa koji BSE saopšti Zajmoprimcu u vreme isplate, uz faks obaveštenje koje će BSE poslati banka koja je od Zajmoprimca dobila uputstva za plaćanje, i to najmanje pet radnih dana pre plaćanja.

3.6. Datumi

Odredbe člana 3. ovog ugovora podležu konvenciji o modifikovanom narednom radnom danu. Konvencija o modifikovanom narednom radnom danu znači konvencija po kojoj ukoliko navedeni datum pada u dan koji nije radni („Radni dan” znači dan kada radi TARGET sistem (Trans-European Automated Real-Time Gross Settlement Express Transfer System – Transevropski automatski sistem ekspresnog transfera bruto plaćanja u realnom vremenu), onda će takav datum biti prvi naredni dan koji je radni, osim ukoliko taj dan pada u naredni kalendarski mesec, te će u takvom slučaju taj datum biti prvi prethodni dan koji je radni dan.

Član 4. Praćenje zajma i Projekta

4.1 Korišćenje zajma

4.1.1. Rok

Sredstva zajma iz jedne tranše Zajmoprimac mora da upotrebi za finansiranje Projekta u roku od 6 meseci od dana isplate od strane BSE.

4.1.2. Implementacija Projekta

Zajmoprimac će poveriti zadatak implementacije Projekta Građevinskoj direkciji Srbije (u daljem tekstu: GDS) koja će vršiti nadzor radova po ovlašćenju Ministarstva za kapitalne investicije.

Zajmoprimac će preko GDS pokazati maksimalnu brigu i pažnju, i primeniće sva uobičajeno korišćena sredstva, posebno finansijska, tehnička, socijalna, menadžerska i ona koja se tiču zaštite životne sredine, potrebna za valjanu implementaciju Projekta.

Ukoliko, iz bilo kojih razloga, troškovi Projekta porastu ili budu revidirani, Zajmoprimac će obezbediti dostupnost dodatnih finansijskih sredstava za završetak Projekta.

Posebno će obezbediti — pre implementacije Projekta — da sva za njega potrebna finansijska, zemljišna i imovinska prava budu dostupna i da su sva sredstva i oprema trajno osigurani i održavani.

Zajmoprimac preko GDS preuzima i sledeće obaveze:

- da je Projekat saglasan relevantnim konvencijama Savete Evrope;
- da je Projekat podvrgnut lokalnoj ekološkoj oceni na bazi pravnih okvira Republike Srbije;
- da Projekat ispunjava kriterijume za kvalifikovanost navedene u Dodatku 1;
- da delimično finansiranje BSE ne pređe 80% od ukupne cene Projekta, izuzimajući kamatu i finansijske troškove, kako je definisano u Dodatku 1.

4.1.3. Nabavka

Nabavka će se vršiti u skladu sa Zakonom o javnim nabavkama koji važi u Republici Srbiji, ukoliko ovaj zakon i postupci nisu u suprotnosti sa Smernicama za nabavku BSE.

BSE neće primeniti princip „bez primedbi” na rešenja nabavke koje predloži Zajmoprimac, uključujući ugovorne pakete i primenjive procedure, već će zadržati pravo da prethodno ili naknadno preispita dokumentaciju vezanu za nabavku na bazi uzorka.

Ministarstvo za kapitalne investicije treba da promptno obavesti BSE o svim eventualnim kašnjenjima ili drugim promenama vezanim za planiranje procesa nabavke koje bi mogle da značajno utiču na blagovremenu i uspešnu implementaciju projektnih ugovora, i da sa BSE dogovori korektivne mere.

Ministarstvo za kapitalne investicije će podneti BSE, pre prve isplate, rezultate raspisivanja tendera ili pregovora vezanih za ugovore za radove iz oblasti infrastrukture i za popravku kuća. Zajmoprimac će na zahtev, poslati kopije potpisanih ugovora BSE.

U svakom slučaju odgovornost za implementaciju Projekta, a zato i odgovornost za dodeljivanje i upravljanje ugovorima po ovom projektu, ostaju na Zajmoprimcu.

4.2. Izveštaji Zajmoprimca

4.2.1. Izveštaji o napredovanju projekta

Od isplate zajma pa sve do završetka celokupnog Projekta, Zajmoprimac će preko Ministarstva za kapitalne investicije slati BSE kvartalne izveštaje s detaljnim podacima o:

- stanju iskorišćenosti zajma;
- napredovanju finansijskog plana Projekta;
- napredovanju samog Projekta;
- upravljanju Projektom.

U Dodatku 4 dati su obrasci sa navedenim minimumom informacija potrebnih BSE za izveštaje o napredovanju. Mogu se koristiti i drugačiji obrasci koji sadrže iste informacije.

4.2.2. Izveštaj o završetku Projekta

Po završetku celokupnog Projekta, Zajmoprimac će preko Ministarstva za kapitalne investicije predati konačni izveštaj koji će sadržati ocenu ekonomskih, finansijskih, socijalnih i ekoloških efekata Projekta.

4.3. Pružanje informacija BSE

Zajmoprimac će preko GDS voditi računovodstvenu evidenciju za Projekat, u skladu sa međunarodnim standardima, iz koje će u svakom trenutku moći da se vidi stanje napredovanja Projekta, i koja će registrovati sve obavljene poslove, i identifikovati sredstva i usluge koji su finansirani uz pomoć ovog zajma.

Zajmoprimac se obavezuje da pozitivno primi sve eventualne informativne misije koje budu sprovodili zaposleni BSE ili spoljni konsultanti koje BSE angažuje, i da pruži svu neophodnu saradnju takvoj informativnoj misiji, omogućavajući sve eventualne posete gradilištima u okviru ovog projekta. BSE bi, posebno, mogla da na licu mesta ima reviziju računovodstva Projekta koju bi izvršio jedan ili više konsultanata po njenom izboru a o trošku Zajmoprimca u slučaju da Zajmoprimac ne ispuni bilo koju od svojih obaveza po ovom zajmu.

Zajmoprimac se obavezuje da u razumnom roku ispuni eventualne zahteve BSE kojima se traže informacije i da ih dostavi zajedno sa dokumentima koje BSE smatra neophodnim a koja bi opravdano mogao da traži radi valjane implementacije Ugovora, naročito u vezi praćenja Projekta i korišćenja zajma.

Zajmoprimac će odmah obavestiti BSE o svim eventualnim promenama zakona ili propisa u oblasti privrede relevantnim za Projekat i generalno, o svim eventualnim događajima koji bi mogli da utiču na izvršavanje obaveza po ovom ugovoru. Sve eventualne promene zakona ili propisa u oblasti privrede relevantnih za Projekat, predstavljaju događaj u smislu datom u članu 13-h Poglavlja 3 Propisa o zajmu BSE, koji može da dovede do obustave, poništavanja ili trenutne otplate zajma.

Član 5. Izvršenje obaveza Zajmoprimca

Isplaćivanje dugujućih iznosa navedenih u promesi oslobađa Zajmoprimca njegovih obaveza definisanih u članu 3.1 iznad.

Nakon što pun iznos glavnice iz ovog zajma i sve kamate i drugi troškovi proistekli iz njega, naročito iznosi predviđeni u čl. 6. i 7. ispod, budu uredno plaćeni, Zajmoprimac se u potpunosti oslobađa svojih obaveza prema BSE, izuzimajući obaveze predviđene u članu 4. iznad.

Član 6. Kamata za kašnjenje

Bez obzira na bilo koja druga sredstva koja su na raspolaganju BSE po ovom ugovoru i po Propisima o zajmu, ili na drugi način, u slučaju da Zajmoprimac ne plati sve kamate ili sve druge iznose plative po ovom ugovoru, najkasnije do određenog datuma dospeća, Zajmoprimac će morati da plati dodatnu kamatu na dugujući iznos koji nije u potpunosti plaćen, po jednomesečnoj EURIBOR stopi za valutu zakasnelog plaćanja od datuma dospeća (a ako on nije TARGET radni dan, onda od prvog narednog radnog dana) u 11 časova (po lokalnom vremenu u Briselu), plus 2.5% godišnje, od datuma dospeća ovog iznosa do datuma izvršene uplate.

Primenljiva jednomesečna EURIBOR stopa će se ažurirati svakih 30 dana.

Član 7. Vezani troškovi

Sve dažbine i takse svih vrsta, dugujuće i plaćene, kao i svi troškovi proistekli iz zaključenja, izvršavanja, likvidacije, poništavanja ili obustave ovog ugovora, u celosti ili delom, ili iz garantovanja ili refinansiranja odobrenog zajma, zajedno sa svim sudskim ili vansudskim aktima kojima je poreklo u ovom zajmu, snosi Zajmoprimac.

Međutim, odredbe člana 25, u Poglavlju 4 Propisa o zajmu BSE, primenjivaće se u vezi troškova arbitražnog postupka iz pomenutog Poglavlja 4.

Član 8. Hartije od vrednosti

Zajmoprimac izjavljuje da nisu preuzete niti će u budućnosti biti preuzete bilo kakve obaveze koje bi trećoj strani mogle da daju preferencijalni rang, preferencijalno pravo plaćanja, obezbeđenje ili garanciju bilo koje prirode koja bi trećim stranama mogla da prenese veća prava (u daljem tekstu: Hartije od vrednosti).

Ukoliko su takve hartije od vrednosti već date nekoj trećoj strani, Zajmoprimac se slaže da sačini ili obezbedi identične hartije od vrednosti u korist BSE ili, ako ima prepreka da to učini, ekvivalent hartijama od vrednosti, i da predvidi formiranje takvih hartija od vrednosti u korist BSE.

Neispunjavanje ovih odredbi bi predstavljalo slučaj neispunjavanja obaveza predviđen u članu 13-h Poglavlja 3 Propisa o zajmu BSE i može da dovede do obustave, poništenja ili trenutne otplate zajma.

Član 9. Uveravanja i garantovanja

Zajmoprimac uverava i garantuje:

- da su ih njihova nadležna tela ovlastila da zaključe Ugovor i da su za to potpisnicima dala ovlašćenja u skladu sa zakonima, uredbama, propisima, statutima i drugim relevantnim tekstovima;

- da sačinjavanje i potpisivanje ovog ugovora nije u suprotnosti sa zakonima, uredbama, propisima, statutima i drugim relevantnim tekstovima i da su pribavljena sva za to potrebna odobrenja, dozvole i ovlašćenja koja će važiti tokom celog perioda zajma.

Sve eventualne promene u odnosu na gornja uveravanja i garantovanja moraju tokom celog perioda zajma da budu odmah saopštena BSE, uz obezbeđivanje svih eventualnih dokumenata kojima se to potkrepljuje.

Član 10. Odnosi sa trećim stranama

Zajmoprimac ne može da se pozove ni na jednu činjenicu vezanu, u okvirima korišćenja ovog zajma, za odnose sa trećim licima da bi izbegao ispunjavanje, potpuno ili delimično, obaveza proisteklih iz ovog ugovora.

BSE ne može da bude uključen u sporove koji bi se javili između Zajmoprimca i trećih strana a troškovi, bilo koje prirode, koje bi BSE imao usled bilo kakvih prigovora, a posebno svi zakonski ili sudski troškovi, ići će na teret Zajmoprimca.

Član 11. Tumačenje Ugovora

Zajmoprimac izjavljuje da je upoznat sa Propisima o zajmu BSE, i da je primio primerak navedenih Propisa.

U slučaju neslaganja između bilo kojih odredbi Propisa o zajmu BSE i bilo kojih odredbi Ugovora, prevlađuju odredbe Ugovora.

Naslovi paragrafa, članova i poglavlja Ugovora ne služe za njegovo tumačenje.

Ni u kojem slučaju se neće pretpostavljati da se BSE prećutno odrekla bilo kojih svojih prava koja su joj garantovana ovim ugovorom.

Član 12. Nadležno pravo

Ovaj ugovor i za njega vezane prenosive hartije od vrednosti regulišu se pravilima BSE kako je navedeno u odredbama člana 1, paragraf 3, Trećeg protokola od 6. marta 1959. uz Opšti sporazum o privilegijama i imunitetu Saveta Evrope od 2. septembra 1949, i na drugom mestu, po potrebi, francuskim zakonom.

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

Član 13. Izvršenje arbitražne odluke

Ugovorne strane se slažu da neće iskoristiti prednosti nikakvih privilegija, imuniteta ili zakonodavstva pred bilo kojim sudskim ili drugim vlastima, domaćim ili međunarodnim, da bi osporili izvršenje odluke donete pod uslovima predviđenim u članu 4 Propisa o zajmu BSE.

Član 14. Obaveštenja

Sva obaveštenja ili druga saopštenja koja se po ovom ugovoru daju BSE ili Zajmoprimcu biće sačinjena u pisanoj formi i smatraće se da su valjana data ili učinjena kada ih jedna strana drugoj strani uruči lično, pošalje avionskom poštom ili faksom na adresu odgovarajuće druge strane koja je navedena u tekstu ispod.

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije:

Adresa:

Na ruke:

Faks:

Za BSE:

Banka za razvoj Saveta Evrope

55 Avenue Kléber

75116 Pariz

Na ruke:

Faks: 33 1 47 55 37 52

Sva saopštenja koja se daju ili sačinjavaju biće na engleskom ili francuskom jeziku ili će, ukoliko su na nekom drugom jeziku, uz njih stajati njihov prevod na engleski ili francuski jezik.

Član 15. Stupanje na snagu

Ovaj ugovor stupa na snagu kada ga ratifikuje Narodna skupština Republike Srbije i pošto BSE primi saopštenje o tome u pisanoj formi, od strane Zajmoprimca.

Član 16. Primerci Ugovora

Ovaj ugovor je sačinjen u dva originalna primerka jednake važnosti.

Svaka od ugovornih strana zadržava po jedan originalni primerak.

Beograd

Datum

Za Republiku Srbiju

Ministar

Pariz

Datum

Za BSE

Dodatak 1
Opis projekta

I.	F/P :	1571 (2006)												
	Zajmoprimac:	Republika Srbija preko Ministarstva finansija												
	Datum odobrenja:	6. septembar 2005. godine												
	Odobreni iznos:	EUR 10000000												
II.	Oblast intervenisanja:	Stambena i prateća infrastruktura za žrtve prirodne katastrofe												
	Planirani radovi:	<p>Procenjeni obim projekta uključuje nekoliko aktivnosti koje su grupisane u sledeće komponente Projekta:</p> <p>Komponenta A: Relokacija oko 44 kuće odnosno dela sela Bogdanje (opština Trstenik) u novo naselje (nova naselja) i/ili na pojedinačne parcele na teritoriji iste opštine;</p> <p>Komponenta B: Obezbeđivanje oko 228 kuća i/ili stanova (izgradnjom ili kupovinom) radi izmeštanja pogođenih porodica iz raznih sela ili gradova u druge opštine koje su identifikovale nadležne srpske vlasti;</p> <p>Komponenta C: Obezbeđivanje nove neophodne infrastrukture (prilazni putevi, mreže komunalnih usluga, odlaganje kanalizacionog otpada itd.) koja je u vezi sa novim stanovima predviđenim prema Komponenti A i B (i za naselja i za pojedinačne parcele);</p> <p>Komponenta D: Rehabilitacija lokalne infrastrukture (putevi zajedno sa nadvožnjacima, mreže komunalnih usluga) u opštinama koje su identifikovale nadležne srpske vlasti.</p>												
	Lokacija:	Približno 49 opština koje su identifikovale nadležne srpske vlasti.												
	Ukupna predračunska vrednost projekta:	EUR 12.500.000 izuzimajući PDV												
	Predračunska vrednost podeljena po stavkama:	Budžetska stavka	Predračunska vrednost (€)											
		Kupovina zemljišta	504 000											
		Prethodne studije, projekti i nadzor	450 000											
		280 stambenih jedinica (novo naselje/naselja i pojedinačne parcele)	6 750 000											
		Infrastruktura koja se odnosi na 280 stambenih jedinica	2 180 000											
		Lokalna infrastruktura (projekat i izgradnja)	1 470 000											
		Rušenje i bezbednosne mere	154 000											
		Upravljanje projektom i naknade	253 000											
		Tehničke nepredviđene situacije (5% na radove)	528 000											
		Nepredviđene situacije u vezi cene (2% na radove)	211 000											
	UKUPNO	12 500 000												
	Finansijski plan:	<table border="1" style="width: 100%;"> <thead> <tr> <th>Izvori finansiranja</th> <th>IZNOS</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>BSE</td> <td>10 000 000</td> <td>80</td> </tr> <tr> <td>Republika Srbija</td> <td>2 500 000</td> <td>20</td> </tr> <tr> <td>UKUPNO</td> <td>12 500 000</td> <td>100.0</td> </tr> </tbody> </table>	Izvori finansiranja	IZNOS	%	BSE	10 000 000	80	Republika Srbija	2 500 000	20	UKUPNO	12 500 000	100.0
Izvori finansiranja	IZNOS	%												
BSE	10 000 000	80												
Republika Srbija	2 500 000	20												
UKUPNO	12 500 000	100.0												
	Napredovanje radova u trenutku podnošenja zahteva:	Oko 20%.												
	Plan realizacije	Projekat bi trebalo da bude završen do marta 2007.												

Uslovi koji treba da budu zadovoljeni pre prve isplate:	Pre prve isplate zajma, a da bi se obezbedili preduslovi implementacije i praćenja Projekta na zadovoljavajući način prema BSE, BSE će podneti Banci spisak paketa infrastrukturnih radova koje je distribuirala opština, kao i spisak potpisanih i/ili pripremljenih ugovora
III. Kriterijumi za kvalifikovanost:	Projekat spada u sektor socijalnog stanovanja, prihvatljivo polje delovanja prema Rezoluciji 1480 (2004).
IV. Društveni efekti:	Projektom će se obezbediti momentalna dobrobit za otprilike 2 000 ljudi čije su kuće bile ili uništene ili ozbiljno oštećene pomeranjem tla u centralnoj Srbiji od marta 2006. godine, i obnoviće se lokalna infrastruktura u pogođenim opštinama.

BANKA ZA RAZVOJ SAVETA EVROPE

PRATEĆE PISMO

Uz Okvirni ugovor o zajmu od [datum]

Zaključen između

BANKE ZA RAZVOJ SAVETA EVROPE (u daljem tekstu: BSE)

i

Republike Srbije (u daljem tekstu: Zajmoprimac)

Ovim Pratećim pismom i Okvirnim ugovorom o zajmu se određuju rokovi i uslovi dogovoreni za [broj] tranšu u skladu sa članom 3. pomenutog Okvirnog ugovora o zajmu.

Iznos zajma	[valuta i iznos]
Dospeće	[broj] –godina konačnog dospeća sa [broj] godina grejs-perioda
Fiksna kamatna stopa	[broj procenta] [neto] godišnje
Plaćanje kamate	Polugodišnje/godišnje u zaostatku
Računanje dana	30/360 nepodešeno, Konvencija o modifikovanom narednom radnom danu
Radni dan (EURO)	Znači dan kada radi TARGET sistem (Trans-European Automated Real-Time Gross Settlement Express Transfer System)
Datum isplate	[datum]
Uputstva za plaćanje (Zajmoprimac)	Račun broj [broj] kod [ime banke i grad]. SWIFT CODE: [šifra] preko [ime korespondentske banke i grad] SWIFT CODE : [šifra]
Uputstva za plaćanje (BSE)	Kao u članu 3.4 Okvirnog ugovora o zajmu

Plaćanje kamate i glavnice se vrši u skladu sa priloženim Planom otplate. Kamata se prvi put plaća dana [datum], a glavnica se prvi put otplaćuje dana [datum].

Sva plaćanja se vrše na račun BSE u skladu sa gore opisanim Uputstvima za plaćanje (BSE).

Ove odredbe podležu dogovoru „Konvencija o modifikovanom narednom radnom danu”, čija je definicija data u članu 3.5 Okvirnog ugovora o zajmu, koji su BSE i Zajmoprimac potpisali dana [datum].

Da bi mobilisao ovu tranšu zajma, Zajmoprimac će BSE-u blagovremeno poslati promesu koja odgovara ovoj tranši [videti Dodatak 3].

[Grad, datum]
Za Banku za razvoj
Saveta Evrope

[Grad, datum]
Za [Ime Zajmoprimca]

F/P 1571 - [n°] tranša

PROMESA

=====

[VALUTA] [IZNOS]

[DATUM]

ZA PRIMLJENI IZNOS, dole potpisana REPUBLIKA SRBIJA kao
Zajmoprimac:

Ovom promesom obećava da će Banci za razvoj Saveta Evrope ili
drugom platiti iznos glavnice od :

[IZNOS slovima] [VALUTA slovima],
u ratama na dole navedene datume, i kamate kako je dole navedeno.

Dole navedenih datuma, platiće se kao što je predviđeno u daljem
tekstu ukupna suma koja obuhvata dugovanje po glavnici i kamatu na neotplaćeni
iznos glavnice.

[DATUM]

GLAVNICA:
[VALUTA][IZNOS]

[DATUM]

KAMATA:
[VALUTA] [IZNOS]

Gornja plaćanja se vrše na :

[KORESPONDENTSKA BANKA BSE i PODACI O RAČUNU],

u ime Banke za razvoj Saveta Evrope, bez odbitaka za ili na ime bilo
kojih sadašnjih ili budućih poreza, dažbina ili bilo kojih drugih plaćanja uvedenih ili
razrezanih po ovoj promesi ili sredstvima od nje od strane ili u Republici Srbiji ili bilo
kojoj njenoj političkoj ili poreskoj jedinici.

Promesa se odnosi na zajam koji je Banka za razvoj Saveta Evrope
odobrila Zajmoprimcu.

dana [DATUM ISPLATE]

U slučaju neizvršavanja promptnog i punog plaćanja bilo kojeg
dugujućeg iznosa po ovoj promesi cela glavnica i kamata na nju do datuma plaćanja
odmah dospevaju i platiće se po izboru i na zahtev vlasnika promese.

Ukoliko vlasnik ove promese ne realizuje neko od svojih prava po ovoj
promesi u nekom slučaju to ne predstavlja njegovo odricanje od bilo kojih svojih
prava u tom ili u bilo kojem drugom slučaju.

Za ZAJMOPRIMCA

Izveštaj o napredovanju

Član 3.

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