

Z A K O N

**O POTVRĐIVANJU UGOVORA O ZAJMU
(IZGRADNJA AUTOPUTA E-80 NIŠ-MERDARE,
DEONICA NIŠ-PLOČNIK, FAZA 1) IZMEĐU
REPUBLIKE SRBIJE I EVROPSKE BANKE ZA
OBNOVU I RAZVOJ**

Član 1.

Potvrđuje se Ugovor o zajmu (Izgradnja autoputa E-80 Niš-Merdare, deonica Niš-Pločnik, faza 1) između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan u Beogradu, 25. novembra 2020. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu (Izgradnja autoputa E-80 Niš-Merdare, deonica Niš-Pločnik, faza 1) između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom i prevodu na srpski jezik glasi:

LOAN AGREEMENT
(CONSTRUCTION OF HIGHWAY E-80 NIS – MERDARE, SECTION NIS –
PLOCNIK, PHASE 1)

between

REPUBLIC OF SERBIA

and

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT

Dated 25 November 2020

TABLE OF CONTENTS

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS	5
Section 1.01. Incorporation of Standard Terms and Conditions.....	5
Section 1.02. Definitions	5
Section 1.03. Interpretation	6
ARTICLE II - PRINCIPAL TERMS OF THE LOAN	6
Section 2.01. Amount and Currency.....	6
Section 2.02. Other Financial Terms of the Loan	6
Section 2.03. Drawdowns	7
ARTICLE III - EXECUTION OF THE PROJECT	7
Section 3.01. Other Affirmative Project Covenants.....	7
ARTICLE IV - SUSPENSION; ACCELERATION; CANCELLATION	8
Section 4.01. Suspension	8
Section 4.02. Acceleration of Maturity	8
ARTICLE V - EFFECTIVENESS	8
Section 5.01. Conditions Precedent to Effectiveness	8
Section 5.02. Legal Opinions	9
Section 5.03. Termination for Failure to Become Effective	9
ARTICLE VI - MISCELLANEOUS	9
Section 6.01. Notices	9
SCHEDULE 1 - DESCRIPTION OF THE PROJECT	11
SCHEDULE 2 - CATEGORIES AND DRAWDOWNS.....	12

LOAN AGREEMENT

AGREEMENT dated 25 November 2020 between **REPUBLIC OF SERBIA** represented by Siniša Mali, Minister of Finance of the Republic of Serbia, on behalf of the Government as representative of the Republic of Serbia (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

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

WHEREAS, the Borrower is planning to construct a highway section, approximately 39.4 km in length between Nis and Plocnik in the Republic of Serbia which is part of the E-80 Nis-Merdare road, sector Nis – Plocnik (Phase 1) (the "Project");

WHEREAS, the Project will be carried out by Koridori Srbije d.o.o., a limited liability company registered under the laws of the Republic of Serbia and owned by the Republic of Serbia (the "Project Entity"), with the participation of the Ministry of Construction, Transport and Infrastructure of the Republic of Serbia (the "Beneficiary");

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

WHEREAS, the Bank has arranged technical cooperation funds on a grant basis for a total amount of EUR 250,000 (two hundred fifty thousand Euros) to assist the Project Entity in development and implementation of procurement practices and providing training opportunities for young people during the Project's construction phase as described in Part 3 of the Project and to hire a lender's monitoring consultant as described in Part 4 of the Project;

WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of EUR 85,000,000 (eighty five million Euros) (the "Loan") for Part 1 of the Project, subject to the terms and conditions set forth or referred to in this Agreement and in the project agreement dated the date hereof between the Republic of Serbia and the Project Entity and the Bank (the "Project Agreement") as defined in the Standard Terms and Conditions;

WHEREAS, the Borrower has contracted a loan from the European Investment Bank ("EIB") in the amount of EUR 100 million and a grant from the European Union ("EU") through the Western Balkans Investment Framework ("WBIF") in the amount of EUR 40.60 million (together the "Co-financiers") to assist in financing of Part 1 and Part 2 of the Project.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 1 October 2018 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications (such provisions as so modified are hereinafter called the "Standard Terms and Conditions"):

(a) The Project Agreement is hereby specified as a Project Agreement for the purposes of the Standard Terms and Conditions;

(b) The Project Entity is specified as a Project Entity for the purposes of the Standard Terms and Conditions.

Section 1.02. Definitions

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

"Borrower's Authorised Representative"	means the Minister of Finance of the Borrower or any other person duly authorised by the Borrower's Government as may be notified in writing by the Borrower to the Bank from time to time.
"Enforcement Policy and Procedures"	means the Bank's Enforcement Policy and Procedures dated 4 October 2017.
"Environmental and Social Action Plan"	means the Environmental and Social Action Plan which is attached as Schedule 1 to the Project Agreement, as such plan may be amended from time to time with a prior written consent of the Bank.
"Last Availability Date"	means the last availability date specified in Section 2.02 (f).
"PIU"	means the Project Implementation Unit referred to in Section 5.01 (c) of this Agreement.
"Procurement Plan"	means the Procurement Plan prepared for the Project and approved by the Project Entity and the Co-financiers on 3 July 2020, as such plan may be amended from time to time with a prior written consent of the Bank.
"PE Roads of Serbia"	means Public Enterprise "Roads of Serbia", a company registered under the laws of the Republic of Serbia and 100% owned by the Borrower.

“Service Level Agreement” means an agreement between the Government of the Republic of Serbia and the Roads of Serbia governing the relationship between the parties to such agreement, setting out responsibilities for the Roads of Serbia as the supplier of services and levels of funding from the Government of the Republic of Serbia as the buyer of services.

“Subsidiary Agreement” means the subsidiary agreement to be entered into between the Borrower and the Project Entity pursuant to Section 3.01(a), as such agreement may be amended from time to time.

Section 1.03. Interpretation

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

ARTICLE II - PRINCIPAL TERMS OF THE LOAN

Section 2.01. Amount and Currency

The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of EUR 85,000,000 (eighty five million Euros).

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 250,000.
- (b) The Minimum Prepayment Amount shall be EUR 1,000,000.
- (c) The Minimum Cancellation Amount shall be EUR 1,000,000.
- (d) The Interest Payment Dates shall be 25 April and 25 October of each year.
- (e) (1) The Borrower shall repay the Loan in 22 equal (or as nearly equal as possible) semi-annual instalments on 25 April and 25 October of each year, with the first Loan Repayment Date being 25 October 2024 and the last Loan Repayment Date being 25 April 2035.

 (2) Notwithstanding the foregoing, in the event that the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified in this Section 2.02.(e), then the amount of each drawdown made on or after the first Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.
- (f) The Last Availability Date shall be 31 December 2026, or such later date that the Bank may in its discretion establish and notify to the Borrower.

- (g) The rate of the Commitment Charge shall be 0.5% per annum.
- (h) The Loan is subject to a Variable Interest Rate. Notwithstanding the foregoing, the Borrower may, as an alternative to paying interest at a Variable Interest Rate on all or any portion of the Loan then outstanding, elect to pay interest at a Fixed Interest Rate on such portion of the Loan in accordance with Section 3.04(c) of the Standard Terms and Conditions.

Section 2.03. Drawdowns

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

ARTICLE III - EXECUTION OF THE PROJECT

Section 3.01. Other Affirmative Project Covenants

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

- (a) Make available to the Project Entity, pursuant to the Subsidiary Agreement, the proceeds of the Loan on terms and conditions acceptable to the Bank;
- (b) Exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the Bank, to comply with the provisions of this Agreement and to accomplish the purposes for which the Loan is made;
- (c) Not, except as the Bank otherwise agrees, assign, amend, abrogate or waive any provision of the Subsidiary Agreement;
- (d) Cause, including through the Beneficiary, the Project Entity to perform all of its obligations under the Project Agreement;
- (e) Provide or cause to be provided, including through the Beneficiary, when requested, all governmental licences, approvals or consents required for the financing and carrying out of the Project by the Project Entity and for carrying on of the Project Entity's business;
- (f) Take, or cause to be taken, all additional actions necessary to provide adequate funds for the completion of the Project, including the governmental contributions, if required;
- (g) Procure, including through the Beneficiary, that the Project Entity shall, at all times, comply with the Procurement Plan and the requirements of the Procedural Framework between the EBRD and the EIB in respect to the Mutual Reliance for Procurement in joint co-financed public sector operations outside the European Union as agreed in the Project Implementation Agreement between the EBRD and EIB dated 22 July 2020;
- (h) Procure that not later than 31 December of the year of the first anniversary of the Effective Date, the Project Entity will provide the Bank with a medium term business plan, in form and substance satisfactory to the Bank, which plan shall be

then updated and approved by the Project Entity on an annual basis by 31 December of each subsequent year;

(i) Exempt from VAT and customs duties all goods, works and services (including consultancy services), procured by the Project Entity for the Project and financed from the proceeds of the Loan or any technical cooperation funds made available by the Bank, or provide for their reimbursement;

(j) By 31 March 2021, adopt the Service Level Agreement (“SLA”) between the Government of the Republic of Serbia and the PE Roads of Serbia.

ARTICLE IV - SUSPENSION; ACCELERATION; CANCELLATION

Section 4.01. Suspension

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

(a) The legislative and regulatory framework applicable to the construction sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner that would have a material adverse effect on the Project or the ability of the Borrower or the Project Entity to perform their obligations under this Agreement and/or the Project Agreement;

(b) The Statute shall have been amended, suspended, abrogated, repealed or waived in a manner that would have a material adverse effect on the Project or the ability of the Project Entity to perform its obligations under this Agreement and/or the Project Agreement;

(c) Control of the Project Entity shall have been transferred to a party other than the Borrower; and

(d) The Project Entity shall have failed to perform any of its obligations under the Project Agreement.

Section 4.02. Acceleration of Maturity

The following are specified for purposes of Section 7.06(f) of the Standard Terms and Conditions: any of the events specified under Section 4.01 shall have occurred and continued without remedy for thirty (30) days after the notice thereof has been given by the Bank to the Borrower.

ARTICLE V - EFFECTIVENESS

Section 5.01. Conditions Precedent to Effectiveness

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

(a) The Subsidiary Agreement, in form and substance satisfactory to the Bank, has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Project Entity to make the drawings thereunder, except only the effectiveness of this Agreement, have been fulfilled;

(b) Ratification of this Agreement by the Parliament of the Republic of Serbia and publication of such ratification in the Official Gazette of the Republic of Serbia; and

(c) The PIU has been established by the Project Entity, in form and substance satisfactory to the Bank, including, without limitation, with adequate resources and suitably qualified personnel.

Section 5.02. Legal Opinions

(a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion shall be given on behalf of the Borrower by the Ministry of Justice and, in relation to the Subsidiary Agreement, shall be procured by the Ministry of Finance of the Borrower from the Public Attorney Office with the following to be specified as additional matters to be included in the opinion to be furnished to the Bank:

(1) the Subsidiary Agreement has been duly authorised by, and delivered on behalf of, the Borrower and constitute a valid and legally binding obligation of the Borrower, enforceable in accordance with its terms.

(b) For purposes of Section 9.03(c) of the Standard Terms and Conditions, the opinion shall be given on behalf of the Project Entity by the head of legal department of the Project Entity and shall confirm that the Project Agreement has been duly authorised by the Project Entity and constitutes valid and legally binding obligations of the Project Entity, enforceable in accordance with its terms the following are specified as additional matters to be included in the opinion to be furnished to the Bank:

(1) the Subsidiary Agreement has been duly authorised by, and delivered on behalf of, the Project Entity and constitute a valid and legally binding obligation of the Project Entity, enforceable in accordance with its terms.

Section 5.03. Termination for Failure to Become Effective

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

ARTICLE VI - MISCELLANEOUS

Section 6.01. Notices

The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions:

For the Borrower:

Ministry of Finance of the Republic of Serbia
Kneza Milosa 20
11000 Belgrade
Serbia

Attention: Minister of Finance

Fax: + 381 11 361 8961

E-mail address: kabinet@mfin.gov.rs

For the Bank:

European Bank for Reconstruction and Development
One Exchange Square
London
EC2A 2JN
United Kingdom

Attention: Operation Administration Department

Fax: +44-20-7338-6100

E-mail address: OAD@ebrd.com

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in six copies in the English language and delivered at Belgrade, the Republic of Serbia as of the day and year first above written.

REPUBLIC OF SERBIA

By: _____

Name: Siniša Mali
Title: Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____

Name: Zsuzsana Hargitai
Title: Director

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower in construction of a highway section, approximately 39.4 km in length, to semi-motorway standard, between Nis and Plocnik in the Republic of Serbia which is part of the E-80 Nis-Merdare road.

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

Part 1: Construction works relating to the construction of a highway section, approximately 39.4 km in length, to semi-motorway standard, between Nis and Plocnik in the Republic of Serbia;

Part 2: Consultancy services for implementation support and works supervision of Part 1;

Part 3: Consultancy services to assist the Project Entity in development and implementation of procurement practices and providing training opportunities for young people during Part 1 of the Project;

Part 4: A lender's monitoring consultant to assist the Bank in the monitoring of the implementation of the Project including the implementation of the Environmental and Social Action Plan.

3. The Project is expected to be completed by 31 December 2026.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table attached to this Schedule sets forth the Categories, the amount of the Loan allocated to each Category and the percentage of expenditures to be financed in each Category.
2. Notwithstanding the provisions of paragraph 1 above,
 - (a) no Drawdown shall be made in respect of expenditures incurred prior to the date of the Loan Agreement effectiveness.
 - (b) No Drawdown shall be made prior to the following conditions being satisfied:
 - (1) qualified consultants to support the PIU during project implementation and engineering supervision shall have been appointed by the Project Entity and are acceptable to the Bank;
 - (2) the Bank is satisfied with implementation of the Environmental and Social Action Plan and with compliance with the EBRD Environmental and Social Policy relating to the Project preparation activities;
 - (3) the recommendations of the road safety audit consultant and climate resilience measures have been incorporated into the Project's design;
 - (4) the Bank shall have received the Resettlement Action Plan for the Project, in forma and substance satisfactory to the Bank;
 - (5) a requirement shall have been introduced in the tender documents requiring contractors to engage in inclusive procurement practices to offer effective apprenticeships and work based learning to young engineers and students during the construction; and
 - (6) the rights over the land have been acquired by the Project Entity in the manner satisfactory to the Bank prior to the commencement of construction on any lot.

Attachment to Schedule 2

Category	Amount of the Loan (EUR)	% of Expenditures to be financed
(1) Part 1 of the Project: construction works in relation to a section of the highway between Nis and Plocnik	84,150,000	100% (excluding Taxes)
(2) Front-end Fee	850,000	100%
Total Loan :	85,000,000	

UGOVOR O ZAJMU
(IZGRADNJA AUTOPUTA E-80 NIŠ-MERDARE, DEONICA NIŠ-PLOČNIK,
FAZA 1)

između

REPUBLIKE SRBIJE

i

EVROPSKE BANKE
ZA OBNOVU I RAZVOJ

Datum: 25. novembar 2020. godine

SADRŽAJ

ČLAN I – STANDARDNI USLOVI POSLOVANJA; DEFINICIJE	17
Odeljak 1.01. Unošenje Standardnih uslova poslovanja	17
Odeljak 1.02. Definicije	17
Odeljak 1.03. Tumačenja	18
ČLAN II – GLAVNI USLOVI ZAJMA	18
Odeljak 2.01. Iznos i valuta	18
Odeljak 2.02. Ostali finansijski uslovi Zajma	18
Odeljak 2.03. Povlačenja sredstava	19
ČLAN III – IZVRŠENJE PROJEKTA	19
Odeljak 3.01. Ostale afirmativne odredbe Projekta	19
ČLAN IV – OBUSTAVA; UBRZANJE; OTKAZIVANJE	20
Odeljak 4.01. Obustava	20
Odeljak 5.01. Prethodni uslovi za stupanje na snagu	20
Odeljak 5.02. Pravna mišljenja	20
Odeljak 5.03. Raskid zbog nestupanja na snagu	21
ČLAN VI – RAZNO	21
Odeljak 6.01. Obaveštenja	21
PRILOG 1 – OPIS PROJEKTA	1
PRILOG 2 – KATEGORIJE I POVLAČENJA SREDSTAVA	1

UGOVOR O ZAJMU

UGOVOR od 25. novembra 2020. godine između **REPUBLIKE SRBIJE** koju predstavlja Siniša Mali, ministar finansija, u ime Vlade kao zastupnika Republike Srbije („Zajmoprimac“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“).

PREAMBULA

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

S OBZIROM NA TO DA Zajmoprimac namerava da izgradi deonicu autoputa u Republici Srbiji, približne dužine 39,4 km, između Niša i Pločnika koja je deo puta E-80 Niš-Merdare, deonica Niš-Pločnik (faza1) („Projekat“);

S OBZIROM NA TO DA će Projekat sprovoditi Koridori Srbije d.o.o., preduzeće sa ograničenom odgovornošću registrovano prema zakonima Republike Srbije i u vlasništvu Republike Srbije („Izvršilac projekta“), uz učešće Ministarstva građevinarstva, saobraćaja i infrastrukture Republike Srbije („Korisnik“);

S OBZIROM TO DA je Zajmoprimac zatražio pomoć od Banke za finansiranje Projekta;

S OBZIROM TO DA je Banka pripremila tehničku pomoć u vidu bespovratnih sredstava, u ukupnom iznosu od 250.000 EUR (dve stotine pedeset hiljada evra), kako bi pomogla Izvršiocu projekta u razvoju i sprovođenju postupaka nabavki i obezbeđenju mogućnosti obuke mladih u toku faze izgradnje Projekta, kako je opisano u delu 3 Projekta, i da angažuje zajmodavčevog konsultanta za praćenje projekta kao što je opisano u delu 4 Projekta;

S OBZIROM NA TO DA se Banka saglasila da na osnovu, između ostalog, prethodno iznetog, odobri zajam Zajmoprimcu u iznosu od 85.000.000 EUR (osamdeset pet miliona evra) („Zajam“) za deo 1 Projekta, saglasno uslovima koje utvrđuju ili na koje upućuju ovaj ugovor i ugovor o projektu zaključen na datum ovog ugovora između Republike Srbije, Izvršioca projekta i Banke („Ugovor o Projektu“) kao što je definisano u Standardnim uslovima poslovanja;

S OBZIROM NA TO DA je Zajmoprimac ugovorio zajam od Evropske investicione banke („EIB“) u iznosu od 100 miliona EUR i donaciju od Evropske unije („EU“) kroz Investicioni okvir za Zapadni Balkan („WBIF“) u iznosu od 40,60 miliona EUR (zajednički: „Kofinansijeri“) za podršku finansiranju dela 1 i dela 2 Projekta.

NA OSNOVU TOGA, ugovorne strane se ovim usaglašavaju na sledeći način:

ČLAN I – STANDARDNI USLOVI POSLOVANJA; DEFINICIJE

Odeljak 1.01. Unošenje Standardnih uslova poslovanja

Sve odredbe Standardnih uslova poslovanja Banke od 1. oktobra 2018. godine ovim su unete u ovaj ugovor i primenjuju se na ovaj ugovor sa istim dejstvom kao da su u potpunosti ovde navedene, ali saglasno sledećim izmenama (takve odredbe modifikovane u ovom ugovoru nazivaju se „Standardni uslovi poslovanja“):

- (a) Ugovor o Projektu se ovde navodi kao Ugovor o Projektu za svrhe Standardnih uslova poslovanja;
- (b) Izvršilac projekta je naveden kao Izvršilac projekta za svrhe Standardnih uslova poslovanja.

Odeljak 1.02. Definicije

Gde god da se koriste u ovom ugovoru (uključujući Preambulu i Priloge), osim ako nije drugačije utvrđeno ili ako kontekst drugačije ne nalaže, izrazi definisani u Preambuli imaju odgovarajuća značenja koja su im tamo pripisana, izrazi definisani u Standardnim uslovima poslovanja imaju odgovarajuća značenja koja su im tamo pripisana, a sledeći izrazi imaju sledeća značenja:

„Ovlašćeni predstavnik Zajmoprimca”	znači ministar finansija Zajmoprimca ili bilo koje drugo lice propisno ovlašćeno od strane Vlade Zajmoprimca, o čemu Zajmoprimac u pisanoj formi obaveštava Banku s vremena na vreme.
„Politika i procedure primene”	znači Politika i procedure primene Banke od 4. oktobra 2017. godine.
„Akcioni plan za zaštitu životne i društvene sredine”	znači akcioni plan za zaštitu životne i društvene sredine koji je priložen kao Prilog 1 Ugovora o Projektu, sa svim njegovim povremenim izmenama i dopunama uz prethodnu pisanu saglasnost Banke.
„Krajnji datum raspoloživosti”	znači krajnji datum raspoloživosti naveden u Odeljku 2.02. (f).
„PIU”	znači Jedinica za realizaciju projekta (<i>Project Implementation Unit</i>) na koju upućuje Odeljak 5.01 (c) ovog ugovora.
„Plan nabavki”	znači Plan nabavki pripremljen za Projekat i odobren od strane Izvršioca projekta i Kofinansijera 3. jula 2020. godine, sa svim njegovim povremenim izmenama i dopunama uz prethodnu, pisanu saglasnost Banke.
„JP Putevi Srbije”	Znači Javno preduzeće „Putevi Srbije”, preduzeće osnovano po zakonima Republike Srbije i u stoprocentnom vlasništvu Zajmopromca.

„Ugovor o nivou usluga”	znači ugovor između Vlade Republike Srbije i Puteva Srbije, koji uređuje odnos između strana tog ugovora utvrđujući odgovornosti za Puteve Srbije kao pružaoca usluga i nivoe finansiranja od strane Vlade Republike Srbije kao kupca usluga.
„Dopunski ugovor”	znači dopunski ugovor zaključen između Zajmoprimca i Izvršioca projekta prema Odeljku 3.01 (a), i sve njegove povremene izmene i dopune.

Odeljak 1.03. Tumačenja

U ovom ugovoru, upućivanje na određeni član, Odeljak ili Prilog, osim ukoliko nije drugačije navedeno u okviru ovog ugovora, tumači se kao upućivanje na taj određeni član, Odeljak ili Prilog ovog ugovora.

ČLAN II – GLAVNI USLOVI ZAJMA

Odeljak 2.01. Iznos i valuta

Banka je saglasna da odobri zajam Zajmoprimcu, pod uslovima koje ovaj ugovor definiše ili na njih upućuje, u iznosu od 85.000.000 EUR (osamdeset pet miliona evra).

Odeljak 2.02. Ostali finansijski uslovi Zajma

- (a) Minimalni iznos za povlačenje je 250.000 EUR.
- (b) Minimalni iznos prevremenog plaćanja je 1.000.000 EUR.
- (c) Minimalni iznos koji se može otkazati je 1.000.000 EUR.
- (d) Datumi za plaćanje kamate su 25. april i 25. oktobar svake godine.
- (e) (1) Zajmoprimac otplaćuje Zajam u 22 jednake (ili približno jednake, u mogućoj meri) polugodišnje rate, 25. aprila i 25. oktobra svake godine, pri čemu je prvi Datum otplate Zajma 25. oktobar 2024. godine, a poslednji Datum otplate Zajma 25. april 2035. godine.
 (2) Bez obzira na napred navedeno, u slučaju da Zajmoprimac ne povuče celokupni iznos Zajma pre Prvog datuma otplate Zajma, navedenog u ovom odeljku 2.02 (e), tada se svako povlačenje izvršeno na datum ili nakon prvog Datuma otplate Zajma raspodeljuje za otplatu u jednakim iznosima na nekoliko Datuma otplate Zajma koji padaju nakon datuma tog povlačenja (pri čemu Banka koriguje iznose koji su na taj način raspodeljeni onako kako je neophodno da bi se u svakom slučaju dobili celi brojevi). Banka s vremena na vreme obaveštava Zajmoprimca o takvim raspodelama.
- (f) Krajnji datum raspoloživosti Zajma je 31. decembar 2026. godine ili kasniji datum koji Banka može po svom nahođenju odrediti i saopštiti Zajmoprimcu.
- (g) Stopa provizije na nepovučeni deo zajma iznosi 0,5% na godišnjem nivou.
- (h) Zajam podleže Varijabilnoj kamatnoj stopi. Bez obzira na prethodno navedeno, Zajmoprimac može, kao alternativu plaćanja kamate po Varijabilnoj kamatnoj stopi na ceo iznos Zajma ili na bilo koji njegov deo koji u tom trenutku bude neotplaćen,

odabrati da plati kamatu po Fiksnoj kamatnoj stopi na taj deo Zajma, u skladu sa Odeljkom 3.04(c) Standardnih uslova poslovanja.

Odeljak 2.03. Povlačenja sredstava

Raspoloživi iznos Zajma može se povlačiti povremeno u skladu sa odredbama iz Priloga 2 za finansiranje (1) izdataka nastalih (ili, ako se Banka saglasi, izdataka koji će tek nastati) po osnovu prihvatljivih cena robe, radova i usluga potrebnih za Projekat i (2) Upisne provizije.

ČLAN III – IZVRŠENJE PROJEKTA

Odeljak 3.01. Ostale afirmativne odredbe Projekta

Pored opštih obaveza utvrđenih u članovima IV i V Standardnih uslova poslovanja, Zajmoprimac, osim ako se Banka drugačije ne saglasi:

(a) stavlja na raspolaganje Izvršiocu projekta sredstva Zajma, po Dopunskom ugovoru, prema uslovima i odredbama prihvatljivim za Banku;

(b) ostvaruje svoja prava po Dopunskom ugovoru na način da zaštiti interese Zajmoprimca i Banke, da se pridržava odredbi ovog ugovora i da ostvari ciljeve za koje je Zajam dat;

(c) neće, osim ako se Banka drugačije složi, dodeliti, izmeniti, ukinuti ili odustati od bilo koje odredbe Dopunskog ugovora;

(d) obezbeđuje, uključujući posredstvom Korisnika, da Izvršilac projekta izvršava svoje obaveze prema Ugovoru o Projektu;

(e) obezbeđuje ili omogućuje da se, uključujući posredstvom Korisnika, obezbede, kada se zahteva, sve državne dozvole, odobrenja ili saglasnosti potrebne za finansiranje i sprovođenje Projekta od strane Izvršioca projekta i za poslovanje Izvršioca projekta;

(f) preduzima ili omogućuje da se preduzmu sve dodatne radnje da se obezbede adekvatna sredstva za završetak Projekta, uključujući državne doprinose, ukoliko bude potrebno;

(g) obezbeđuje, uključujući posredstvom Korisnika, da se Izvršilac projekta neprekidno pridržava Plana nabavki i zahteva Proceduralnog okvira između EBRD i EIB u pogledu uzajamnog oslanjanja za nabavke u zajednički kofinansiranim projektima javnog sektora izvan Evropske unije kao što je dogovoreno u Sporazumu o sprovođenju Projekta između EBRD i EIB od 22. jula 2020. godine;

(h) obezbeđuje da Izvršilac projekta najkasnije do 31. decembra prve godine nakon stupanja na snagu ovog ugovora obezbedi Banci srednjoročni plan poslovanja, u obliku i sadržaju koji će biti zadovoljavajući za Banku, koji će onda biti godišnje ažuriran i odobren od Izvršioca projekta do 31. decembra svake naredne godine;

(i) oslobađa od poreza na dodatu vrednost i carinskih dažbina sva dobra, radove i usluge (uključujući konsultantske usluge) koje nabavlja Izvršilac projekta za Projekat i finansiraju se iz sredstava Zajma, ili bilo kojih sredstava tehničke pomoći koje Banka stavlja na raspolaganje ili obezbeđuje za njihovu nadoknadu; i

(j) usvaja do 31. marta 2021. godine Ugovor o nivou usluga („SLA”) između Vlade Republike Srbije i JP Putevi Srbije.

ČLAN IV – OBUSTAVA; UBRZANJE; OTKAZIVANJE

Odeljak 4.01. Obustava

U svrhe Odeljka 7.01(a)(xvii) Standardnih uslova poslovanja definisano je sledeće ukoliko:

- (a) zakonodavni i regulatorni okvir koji se primenjuje na sektor građevinarstva na teritoriji Zajmoprimca bude izmenjen, obustavljen, stavljen van snage, opozvan ili se od njega odustane i time se bitno i negativno utiče na Projekat ili sposobnost Zajmoprimca i Izvršioca projekta da ispune svoje obaveze po ovom ugovoru i/ili Ugovoru o Projektu;
- (b) Statut bude izmenjen, obustavljen, stavljen van snage, opozvan ili se od njega odustane na način koji bi bitno i negativno uticao na Projekat ili sposobnost Izvršioca projekta da ispuni svoje obaveze po ovom ugovoru i/ili Ugovoru o Projektu;
- (c) kontrola Izvršioca projekta bude prenetu nekoj strani koja nije Zajmoprimac; i
- (d) Izvršilac projekta ne ispuni bilo koju od svojih obaveza po Ugovoru o Projektu.

Odeljak 4.02. Ubrzanje dospeća

Sledeće je naznačeno za svrhe Odeljka 7.06 (f) Standardnih uslova poslovanja: ukoliko nastupi bilo koji od slučajeva navedenih u Odeljku 4.01 i ne otkloni se za trideset (30) dana nakon što Banka o tome obavesti Zajmoprimca.

ČLAN V – STUPANJE NA SNAGU

Odeljak 5.01. Prethodni uslovi za stupanje na snagu

U svrhe Odeljka 9.02(c) Standardnih uslova poslovanja, sledeće određuje dodatne uslove za stupanje na snagu ovog ugovora i Ugovora o Projektu:

- (a) Dopunski ugovor je zaključen i predat, u obliku i sadržaju koji je zadovoljavajući za Banku, i svi prethodni uslovi za njegovo stupanje na snagu ili pravo Izvršioca projekta da na osnovu toga radi projektne crteže su ispunjeni, osim stupanja na snagu ovog ugovora;
- (b) potvrđivanje ovog ugovora od strane Narodne skupštine Republike Srbije i njegovo objavljivanje u Službenom glasniku Republike Srbije.
- (c) Izvršilac projekta je formirao PIU, na način prihvatljiv za Banku, uključujući, bez ograničenja, adekvatne resurse i osoblje odgovarajućih kvalifikacija.

Odeljak 5.02. Pravna mišljenja

(a) U svrhe Odeljka 9.03(a) Standardnih uslova poslovanja, mišljenje u ime Zajmoprimca daje Ministarstvo pravde, a u vezi sa Dopunskim ugovorom mišljenje pribavlja Ministarstvo finansija Zajmoprimca od Državnog pravobranilaštva navodeći sledeća dodatna pitanja koja se uključuju u mišljenje koje se dostavlja Banci:

(1) Dopunski ugovor je propisno odobren ili potvrđen od strane, i predat u ime, Zajmoprimca i predstavlja punovažne i pravno obavezujuće obaveze Zajmoprimca, izvršive u skladu sa njegovim uslovima.

(b) U svrhe Odeljka 9.03(c) Standardnih uslova poslovanja, mišljenje u ime Izvršioca projekta daje rukovodilac pravnog sektora Izvršioca projekta i potvrđuje da je Ugovor o Projektu propisno odobren od strane Izvršioca projekta i predstavlja punovažne i pravno obavezujuće obaveze Izvršioca projekta, izvršive u skladu sa njegovim uslovima, navodeći sledeće kao dodatna pitanja koja se uključuju u mišljenje koje se dostavlja Banci:

(1) Dopunski ugovor je propisno odobren ili potvrđen od strane, i predat u ime, Izvršioca projekta i predstavlja punovažne i pravno obavezujuće obaveze Izvršioca projekta, izvršive u skladu sa njegovim uslovima.

Odeljak 5.03. Raskid zbog nestupanja na snagu

Datum koji pada 180 dana nakon datuma ovog ugovora određen je u svrhe Odeljka 9.04 Standardnih uslova poslovanja.

ČLAN VI – RAZNO

Odeljak 6.01. Obaveštenja

Sledeće adrese se navode u svrhe Odeljka 10.01 Standardnih uslova poslovanja:

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije
Kneza Miloša 20
11000 Beograd
Srbija

Za: ministra finansija

Faks: + 381 11 361 8961

E-mail adresa: kabinet@mfin.gov.rs

Za Banku:

Evropska banka za obnovu i razvoj
One Exchange Square
London EC2A 2JN
Ujedinjeno Kraljevstvo

Za: Sektor za administrativne poslove

Faks: + 44-20-7338-6100

E-mail adresa: OAD@ebrd.com

U POTVRDU NAPRED IZNETOG, ugovorne strane preko svojih propisno ovlašćenih predstavnika, potpisuju ovaj ugovor u šest primerka na engleskom jeziku i predaju ga u Beogradu, Republika Srbija, na dan i u godini kako su napred navedeni.

REPUBLIKA SRBIJA

Potpisuje: _____

Ime: Siniša Mali, s.r.

Zvanje: ministar finansija

**EVROPSKA BANKA
ZA OBNOVU I RAZVOJ**

Potpisuje: _____

Ime: Zsuzsana Hargitai, s.r.

Zvanje: direktor

PRILOG 1 – OPIS PROJEKTA

1. Svrha Projekta je pomoć Zajmoprimcu u izgradnji deonice autoputa, približne dužine 39,4 km, prema standardima polu-profila autoputa, između Niša i Pločnika u Republici Srbiji, koja je deo E-80 Niš–Merdare puta.

2. Projekat se sastoji iz sledećih delova, koji podležu izmenama o kojima se Banka i Zajmoprimac povremeno mogu dogovoriti:

Deo 1: građevinski radovi vezano za izgradnju deonice autoputa, približne dužine 39,4 km, prema standardima polu-profila autoputa, između Niša i Pločnika u Republici Srbiji;

Deo 2: konsultantske usluge za implementacionu podršku i nadzor nad radovima Dela 1 Projekta;

Deo 3: konsultantske usluge za pomoć Izvršiocu projekta u razvoju i sprovođenju postupaka nabavki i obezbeđenju mogućnosti za obuku mladih tokom Dela 1 Projekta;

Deo 4: angažovanje zajmoprimčevog konsultanta za nadgledanje da pomaže Banci u kontroli sprovođenja Projekta, uključujući i sprovođenje Akcionog plana za zaštitu životne i društvene sredine.

3. Očekuje se da Projekat bude završen do 31. decembra 2026. godine.

PRILOG 2 – KATEGORIJE I POVLAČENJA SREDSTAVA

1. Tabela priložena uz ovaj prilog definiše Kategorije, iznos Zajma dodeljen svakoj Kategoriji i procenat izdataka koji će se finansirati u svakoj Kategoriji.
2. Bez obzira na odredbe prethodnog stava 1,
 - (a) nikakvo Povlačenje sredstava neće se vršiti u pogledu izdataka nastalih pre datuma stupanja na snagu Ugovora o zajmu;
 - (b) nikakvo Povlačenje sredstava neće se vršiti sve dok se ne ispune sledeći uslovi:
 - (1) da kvalifikovani konsultanti za podršku PIU tokom implementacije Projekta i inženjerski nadzor, budu imenovani od strane Izvršioca projekta i da su prihvatljivi za Banku;
 - (2) Banka je zadovoljna sprovođenjem Akcionog plana za zaštitu životne i socijalne sredine i usklađenošću sa EBRD ekološkom i socijalnom politikom u vezi sa aktivnostima pripreme Projekta;
 - (3) preporuke konsultanta za reviziju sigurnosti saobraćaja i mere klimatske otpornosti ugrađene su u plan Projekta;
 - (4) Banka je primila Akcioni plan raseljavanja za Projekat, u formi i sadržini prihvatljivim za Banku;
 - (5) u tendersku dokumentaciju je uveden zahtev koji od izvođača traži da se uključi u inkluzivne prakse nabavke kako bi tokom izgradnje mladim inženjerima i studentima ponudili efikasnu obuku i učenje zasnovano na radu; i
 - (6) Izvršilac projekta je pribavio prava nad zemljištem koje je potrebno za realizaciju Projekta, na način prihvatljiv za Banku, pre početka gradnje na svakom gradilištu.

Dodatak uz Prilog 2

Kategorija	Iznos Zajma u EUR	% izdataka koji se finansiraju
(1) Deo 1 Projekta: građevinski radovi za deonicu autoputa između Niša i Pločnika	84.150.000	100% (bez Poreza)
(2) Upisna provizija	850.000	100%
Ukupan Zajam:	85.000.000	

Član 3.

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