# ZAKON

# O POTVRĐIVANJU UGOVORA O ZAJMU (HITNA OBNOVA ŽELEZNIČKE INFRASTRUKTURE SRBIJE) IZMEĐU REPUBLIKE SRBIJE I EVROPSKE BANKE ZA OBNOVU I RAZVOJ

## Član 1.

Potvrđuje se Ugovor o zajmu (Hitna obnova železničke infrastrukture Srbije) između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan 8. oktobra 2024. godine, u originalu na engleskom jeziku.

## Član 2.

Tekst Ugovora o zajmu (Hitna obnova železničke infrastrukture Srbije) između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

(Operation Number 55104)

## **LOAN AGREEMENT**

(Serbia Rail Infrastructure Urgent Renewals)

between

THE REPUBLIC OF SERBIA

and

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT

Dated 8 October 2024

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### LOAN AGREEMENT

AGREEMENT dated 8 October 2024 between 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 intends to implement the Project as described in Schedule 1 which is designed to assist in procuring goods necessary for the rehabilitation of rail tracks across the Serbian rail network on selected sections:

**WHEREAS**, the Project will be carried out by JSC Serbian Railways Infrastructure, a joint stock company organised in Serbia and fully owned by the Republic of Serbia (the "Project Entity") with technical support from the Ministry of Construction, Transport and Infrastructure (the "MoCTI");

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

**WHEREAS**, the Bank is in the process of arranging technical cooperation funds on a grant basis to finance consultancy services required for the Project; and

**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 50,000,000, subject to the terms and conditions set forth or referred to in this Agreement and in the project agreement dated on or about the date hereof by and among the Borrower (acting through the MoCTI), the Project Entity and the Bank (the "Project Agreement" as defined in the Standard Terms and Conditions).

NOW, THEREFORE, the parties hereby agree as follows:

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

## Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 5 November 2021 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein (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 and the Project Agreement have the respective meanings given to them therein and the following terms have the following meanings:

"Borrower's Authorised

Representative" me

means the Minister of Finance of the Borrower.

"ClientNet" means the Bank's online portal for the transmission of

documents and information between the Bank and its clients, and any replacement website as the Bank may

from time to time notify the Borrower.

"Enforcement Policy and

Procedures"

means the Bank's Enforcement Policy and Procedures

dated 4 October 2017.

"Environmental and Social Action Plan" or "ESAP"

means the plan of environmental and social mitigation and improvement measures dated July 2024 and agreed between the Bank, the Borrower (represented by MoCTI) and the Project Entity, a copy of which is attached to the Project Agreement as Schedule 1, which may be amended from time to time with the prior written consent of the Bank in accordance with Section

2.04(d) of the Project Agreement.

"Environmental and Social

Policy" or "ESP"

means the Bank's Environmental and Social Policy

dated 25 April 2019.

"Environmental and Social Verification Process"

means a verification process to be undertaken by a specialist through site visits in the rail sections included in the Project as well as other sections specified in the

ESAP.

"Fiscal Year" means the Borrower's fiscal year commencing on 1

January of each year.

"Loan Currency" means EUR.

"MoCTI" means the Ministry of Construction, Transport and

Infrastructure of the Republic of Serbia, or any

successor entity.

"PIU" means the project implementation unit, including the

team of professional and support staff with the necessary administrative powers as well as physical and financial resources necessary to implement the

Project.

"Proiect"

means the project for which Loan is made, as described in Schedule 1 (*Description of the Project*) hereto, as such description may be amended from time to time by agreement between the parties thereto.

"Waste Management Plan"

means the Waste Management Plan of the Project Entity developed in line with the ESAP, as 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

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of EUR 50,000,000.

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

- (a) The Minimum Drawdown Amount shall be EUR 1,000,000.
- (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 20 April and 20 October of each year.
- (e) (1) The Borrower shall repay the Loan in 24 equal (or as nearly equal as possible) semi-annual instalments on 20 April and 20 October of each year, with the first Loan Repayment Date being 20 October 2027 and the last Loan Repayment Date being 20 April 2039.
  - (2) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified in this Section 2.02.(e), and (ii) the Bank extends the Last Availability Date specified in Section 2.02.(f) below to a date which falls after such first Loan Repayment Date, 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 third anniversary of this Agreement or such later date that the Bank may in its discretion establish in accordance with the

Standard Terms and Conditions and notify to the Borrower. If the Available Amount, or any part thereof, is subject to a Fixed Interest Rate, and the Bank postpones the Last Availability Date, the Borrower shall promptly pay to the Bank such amount of Unwinding Costs as shall, from time to time, be notified by the Bank in writing to the Borrower.

- (g) The rate of the Commitment Charge shall be 0.50% 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

(a) 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 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 (acting through the MoCTI) shall, and shall cause the Project Entity to, unless the Bank otherwise agrees:

- (a) Make available the proceeds of the Loan to the Project Entity for the purpose of carrying out the Project;
- (b) Cause all goods financed out of the proceeds of the Loan to be used exclusively for the purposes of the Project;
- (c) Delegate to the Project Entity the day-to-day management of the Project, including, but not limited to, the consolidated financial and procurement management;
- (d) Perform all of its obligations under the Project Agreement:
- (e) Cause the Project Entity to perform all of its obligations under the Project Agreement, including without limitation its obligations relating to:
  - (1) the Project obligations as provided under Section 2.01 of the Project Agreement;
  - (2) establishment and operation of the PIU as provided for in Section 2.02 of the Project Agreement;

- (3) procurement of goods from the Project as provided for in Section 2.03 of the Project Agreement;
- (4) environmental and social matters as provided for in Section 2.04 of the Project Agreement;
- (5) employment and use of consultants to assist in the implementation of the Project as provided for in Section 2.05 of the Project Agreement;
- (6) preparation and submission of reports on matters relating to the Project and to the Project Entity's operations as provided for in Section 2.06 of the Project Agreement;
- (7) maintenance of procedures, records and accounts, preparation, auditing and submission to the Bank of financial statements and furnishing to the Bank any other relevant information relating to the Project or the Project Entity's operations as provided for in Section 3.01 of the Project Agreement; and
- (8) compliance with all covenants regarding financial and operational aspects of the Project and the Project Entity as provided for in Sections 3.02 and 3.03 of the Project Agreement;
- (f) Take or cause to be taken, all additional action necessary to provide adequate funds for the completion of the Project, including, requesting the government contributions if required;
- (g) Provide or cause to be provided, when requested, all governmental licenses, approvals or consents required by the Project Entity for the Project, and for carrying out their businesses, including all approvals and licenses necessary to ensure that the Project Entity is granted rights of way and other land use rights necessary for carrying out the Project;
- (h) Exempt from VAT and custom duties, all goods, works and services (including consultancy services), procured by the Borrower (acting through the MoCTI) or 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;
- (i) Ensure the implementation of the ESAP, and compliance with the Bank's Environmental and Social Policy by the Project Entity;
- (j) Ensure that the Project Entity has adequate resources and suitably qualified personnel during the implementation of the Project as well as after the completion of the Project; and
- (k) Ensure that the Project Entity provides evidence to the Bank that construction and rehabilitation waste (including, but not limited to, waste wooden sleepers, contaminated soil, metal tracks), has been adequately disposed of through the hiring of authorised third parties, which shall be confirmed through Environmental and Social Verification Process.

### 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 rail 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 and/or the Project Entity to perform their obligations under this agreement or the Project Agreement;
- (b) The Statutes 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 and/or the Project Entity to perform their obligations under this Agreement or the Project Agreement; or
- (c) Control of the Project Entity shall have been transferred to a party other than the Borrower unless the Bank has given its prior written approval to such transfer.

### **ARTICLE V - EFFECTIVENESS**

#### Section 5.01. Conditions Precedent to Effectiveness

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

- (a) ratification of this Agreement by the Parliament of the Republic of Serbia;
- (b) execution of the Project Agreement; and
- (c) each of the opinions specified in Section 5.03.(a) and Section 5.03.(b) of this Agreement has been delivered to the Bank in a form and substance satisfactory to the Bank.

## Section 5.02. Conditions Precedent to the First Drawdown

The obligation of the Bank to make the first Drawdown of the Loan is subject to the prior fulfilment, in form and substance satisfactory to the Bank, or at the sole discretion of the Bank, the waiver, whether in whole or part and whether subject to conditions or unconditional, of the following conditions precedent:

 the PIU has been established by the Project Entity with adequate resources and suitably qualified personnel, in form and substance satisfactory to the Bank, and is operational;

- (b) appointment by the Project Entity of an independent engineer to supervise construction works of the Project;
- (c) the Project Entity shall have provided evidence, in form and substance acceptable to the Bank, that it has approved the work programme and budget, prioritising the works in line with the agreed scope; and
- (d) the Project Entity shall have provided evidence, in form and substance acceptable to the Bank, that the Waste Management Plan has been included in procurement documents for reconstruction and rehabilitation works of the rail network operated by the Project Entity.

## Section 5.03. Legal Opinions

- (a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion of counsel shall be given on behalf of the Borrower by the Ministry of Justice, confirming that this Agreement has been duly authorised by the Borrower and constitutes 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 of counsel shall be given on behalf of the Project Entity by the head of the legal department of the Project Entity confirming 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.

### Section 5.04. Termination for Failure to Become Effective

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

### **ARTICLE VI - MISCELLANEOUS**

### Section 6.01. Notices

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

### For the Borrower:

The Republic of Serbia Kneza Milosa 20 11000 Belgrade

Attention: Minister of Finance Telephone: +381 11 765 2012

Email: kabinet@mfin.gov.rs

### For EBRD:

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

Attention: Banking Services / Operation No. 55104

Telephone: +44 20 7338 6000

Email: <u>bankingservices@ebrd.com</u>

- (b) The Bank may invite the Borrower to register to use ClientNet or another form of electronic communication and, if the Borrower and the Bank agree to use ClientNet or such other form of electronic communication, any notice, application or other communication from the Borrower to the Bank or from the Bank to the Borrower (other than any notice, application or other communication that is required by this Agreement to be in an original, certified or hard copy), may, subject to the terms and conditions of ClientNet or such other form of electronic communication, be given or made by posting such notice, application or other communication on ClientNet or sent in accordance with the terms agreed concerning such other form of electronic communication.
- (c) Any notice, application or other communication delivered by hand, airmail or facsimile transmission or via ClientNet or another agreed form of electronic communication will only be effective when actually received (or made available) in readable form, provided that any notice, application or other communication that is received (or made available) after 5:00 p.m. in the place in which the party to whom the relevant notice, application or communication is sent has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (d) Promptly following the execution of the Agreement, the Borrower, MoCTI, and the Project Entity shall indicate to the Bank the names, titles and email addresses of the persons designated as the initial contacts of the Borrower for purposes of any invitation the Bank may send to the Borrower regarding ClientNet in the form of the table below:

Name	Title	E-mail address	Language - Russian, French	English,

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

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Ву:	Name: Siniša Mali Title: First Deputy Prime Minister and Minister of Finance
	OPEAN BANK RECONSTRUCTION AND DEVELOPMENT
Ву:	Name: Matteo Colangeli
	Title: Director, Regional Head of Western Balkans

### SCHEDULE 1 - DESCRIPTION OF THE PROJECT

- 1. The purpose of the Project is to assist the Borrower with the modernisation and upgrade of the railway infrastructure on sections spanning approximately 194 km of main and regional rail lines.
- 2. The Project consists of procurement of goods for the track's renewal across the network on selected sections split into 6 lots (lots 1 to 5 relate to track-related materials like rail sleepers, ballast, level crossing panels, etc., while lot 6 is for signalling, communications and power related materials).

The Project Entity will cover all costs associated with civil works, design and supervision services as needed.

3. The Project is expected to be completed by 31 September 2027.

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

- 1. The table below sets forth the categories of items to be financed out of the proceeds of the Loan the allocation of the amounts, and the percentage of expenditures for items to be financed in each category.
- 2. Notwithstanding the provisions of paragraph 1 above, no drawdown shall be made until the Loan becomes effective.
- 3. The Bank shall be entitled to draw down on behalf of the Borrower and pay to itself, as and when due, the Front-end Commission.

# **Attachment to Schedule 2**

Category	Amount of the Loan (EUR)	Percentage of expenditures to be
		financed by EBRD
(1) Goods	49,500,000	100% of the contract value (excluding VAT and custom duties)
(2) Front-end Commission	500,000	100%
Total Loan:	50,000,000	

(Operativni broj 55104)

## **UGOVOR O ZAJMU**

(Hitna obnova železničke infrastrukture Srbije)

između

## REPUBLIKE SRBIJE

i

## **EVROPSKE BANKE ZA OBNOVU I RAZVOJ**

Datum 8. oktobar 2024. godine

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### **UGOVOR O ZAJMU**

**UGOVOR** od 8. oktobra 2024. godine između **REPUBLIKE SRBIJE** (u daljem tekstu: "Zajmoprimac") i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** (u daljem tekstu: "Banka").

#### **PREAMBULA**

**UZIMAJUĆI U OBZIR** da je Banka osnovana da obezbeđuje finansiranje posebnih projekata koji treba da podstaknu tranziciju ka otvorenim tržišno orijentisanim privredama i da promoviše privatnu i preduzetničku inicijativu u određenim zemljama koje su posvećene i primenjuju principe višepartijske demokratije, pluralizma i tržišne ekonomije;

**S OBZIROM DA** Zajmoprimac namerava da sprovede Projekat kako je opisano u Prilogu 1, koji je osmišljen da pomogne u nabavci robe neophodne za rehabilitaciju železničkih šina širom železničke mreže Srbije na odabranim deonicama;

**BUDUĆI DA** će Projekat sprovoditi AD "Infrastruktura železnice Srbije", akcionarsko društvo organizovano u Srbiji i u potpunom vlasništvu Republike Srbije (u daljem tekstu: "Projektni subjekt"), uz tehničku podršku preko Ministarstva građevinarstva, saobraćaja i infrastrukture (u daljem tekstu: "MGSI");

**IMAJUĆI U VIDU DA** je Zajmoprimac zatražio pomoć od Banke za finansiranje dela Projekta;

**S OBZIROM DA** je Banka u procesu dogovaranja sredstava za tehničku saradnju na osnovu donacije za finansiranje konsultantskih usluga potrebnih za Projekat; i

**BUDUĆI DA** je Banka na osnovu navedenog, između ostalog, pristala da Zajmoprimcu odobri zajam u iznosu od 50.000.000 evra, prema uslovima utvrđenim ili navedenim u ovom Ugovoru i u ugovoru o projektu, zaključenom dana ili približno istog dana kad i ovaj Ugovor, od strane i između Zajmoprimca (koji deluje preko MGSI), Projektnog subjekta i Banke (u daljem tekstu: "Ugovor o projektu", kako je definisano u Standardnim uslovima poslovanja).

NA OSNOVU TOGA, ugovorne strane su se dogovorile o sledećem:

## ČLAN I - STANDARDNI USLOVI POSLOVANJA; DEFINICIJE

## Odeljak 1.01. Uključivanje Standardnih uslova poslovanja

Sve odredbe Standardnih uslova poslovanja Banke od 5. novembra 2021. godine na ovaj način su uključene i primenjuju se na ovaj Ugovor sa istim dejstvom kao da su u potpunosti navedene u ovom Ugovoru (u daljem tekstu: "Standardni uslovi poslovanja").

## Odeljak 1.02. Definicije

Gde god da se koriste u ovom Ugovoru (uključujući Preambulu i Priloge), osim ako nije drugačije navedeno ili kontekst zahteva drugačije, izrazi definisani u Preambuli imaju odgovarajuća značenja koja su im tu pripisana, izrazi definisanu u Standardnim uslovima poslovanja i Ugovoru o projektu imaju odgovarajuća značenja koja su im data u njima, a sledeći izrazi imaju sledeća značenja:

"Ovlašćeni predstavnik Zajmoprimca"

označava ministra finansija Zajmoprimca.

"ClientNet"

predstavlja internet portal Banke za prenos dokumenata i informacija između Banke i njenih klijenata, kao i bilo koji rezervni vebsajt o kome Banka može povremeno da obavesti Zajmoprimca.

"Politika i procedure izvršenja"

označavaju Politiku i procedure izvršenja Banke od 4. oktobra 2017. godine.

"Akcioni plan za životnu i društvenu sredinu" ili "ESAP" (eng. *Environmental and Social Action Plan*)

označava plan mera za ublažavanje i poboljšanje životne i društvene sredine od jula 2024. godine koji je dogovoren između Banke, Zajmoprimca (koga predstavlja MGSI) i Projektnog subjekta, čiji primerak je priložen Ugovoru o projektu kao Prilog 1, koji može biti povremeno izmenjen uz prethodnu pismenu saglasnost Banke u skladu sa Odeljkom 2.04(d) Ugovora o projektu.

"Politika životne i društvene sredine" ili "ESP" (eng. *Environmental and Social Policy*)

označava Politiku životne i društvene sredine Banke od 25. aprila 2019. godine.

"Proces verifikacije životne i društvene sredine"

označava proces verifikacije koji će preduzeti specijalista kroz posete na lokaciji u delovima železnice uključenim u Projekat, kao i u drugim delovima navedenim u ESAP.

"Fiskalna godina"

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

"Valuta Zajma"

označava evro.

"MGSI" označava Ministarstvo građevinarstva,

saobraćaja i infrastrukture Republike Srbije,

ili bilo kog pravnog sledbenika.

"JIP" označava jedinicu za implementaciju

projekta, koja uključuje tim stručnog i pomoćnog osoblja sa neophodnim administrativnim ovlašćenjima kao i fizičkim i finansijskim resursima neophodnim za

sprovođenje Projekta.

"Projekat" označava projekat za koji je odobren Zajam,

kako je opisano u Prilogu 1 (*Opis Projekta*) ovog Ugovora, koji se može povremeno

izmeniti dogovorom ugovornih strana.

"Plan upravljanja otpadom" znači Plan upravljanja otpadom Projektnog

subjekta koji je razvijen u skladu sa ESAP i

koji se povremeno može menjati.

## Odeljak 1.03. Tumačenje

U ovom Ugovoru, pozivanje na određeni Član, Odeljak ili Prilog će se, osim ako je drugačije navedeno u ovom Ugovoru, tumačiti kao upućivanje na taj navedeni Član ili Odeljak, ili Prilog ovog Ugovora.

### ČLAN II - OSNOVNI USLOVI ZAJMA

## Odeljak 2.01. Iznos i valuta

(a) Banka je saglasna da odobri zajam Zajmoprimcu, pod uslovima navedenim u ovom Ugovoru ili se na njih poziva, u iznosu od 50.000.000 evra.

### Odeljak 2.02. Ostali finansijski uslovi Zajma

- (a) Minimalni iznos povlačenja sredstava je 1.000.000 evra.
- (b) Minimalni iznos prevremenog plaćanja je 1.000.000 evra.
- (c) Minimalni iznos koji se može otkazati je 1.000.000 evra.
- (d) Datumi plaćanja kamate su 20. april i 20. oktobar svake godine.
- (e) (1) Zajmoprimac otplaćuje Zajam u 24 jednake (ili približno jednake) polugodišnje rate 20. aprila i 20. oktobra svake godine, pri čemu je prvi Datum otplate Zajma 20. oktobar 2027. godine, a poslednji Datum otplate Zajma 20. april 2039. godine.
  - (2) Bez obzira na prethodno navedeno, u slučaju da (i) Zajmoprimac ne povuče ceo iznos Zajma pre prvog Datuma otplate Zajma navedenog u ovom Odeljku 2.02.(e), i (ii) Banka produži navedeni Krajnji datum raspoloživosti

naveden u Odeljku 2.02.(f) ispod do datuma koji pada nakon tog prvog Datuma otplate Zajma, onda će iznos svakog povlačenja sredstava izvršenog na ili nakon prvog Datuma otplate Zajma biti raspoređen za otplatu u jednakim iznosima na nekoliko Datuma otplate Zajma koji padaju nakon datuma takvog povlačenja (s tim što Banka prilagođava iznose koji su tako raspoređeni po potrebi kako bi se dobili celi brojevi u svakom slučaju). Banka će, povremeno, obavestiti Zajmoprimca o takvom raspoređivanju.

- (f) Krajnji datum raspoloživosti biće treća godišnjica ovog Ugovora ili neki kasniji datum koji Banka može po svom nahođenju da utvrdi u skladu sa Standardnim uslovima poslovanja i o tome obavesti Zajmoprimca. Ako Raspoloživi iznos ili bilo koji njegov deo podleže Fiksnoj kamatnoj stopi, a Banka odloži Krajnji datum raspoloživosti, Zajmoprimac će odmah uplatiti Banci iznos Troškova poravnanja o čemu će, povremeno, Banka obavestiti Zajmoprimca u pisanoj formi.
- (g) Stopa Naknade za angažovana sredstva iznosi 0,50% na godišnjem nivou.
- (h) Zajam podleže Varijabilnoj kamatnoj stopi. Bez obzira na prethodno navedeno, Zajmoprimac može, kao alternativu plaćanju kamate po Varijabilnoj kamatnoj stopi na ceo ili bilo koji deo Zajma koji u tom trenutku ne bude otplaćen, 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. Povlačenje sredstava

(a) Raspoloživi iznos može se povremeno povlačiti u skladu sa odredbama Priloga 2 za finansiranje (1) troškova nastalih (ili, ako se Banka saglasi, budućih troškova) u vezi sa razumnom cenom robe potrebnom za Projekat i (2) Upisnu proviziju.

## **ČLAN III - SPROVOĐENJE PROJEKTA**

## Odeljak 3.01. Ostale afirmativne odredbe Projekta

Pored opštih obaveza navedenih u Članovima IV i V Standardnih uslova poslovanja, Zajmoprimac (koji postupa preko MGSI) će i omogućiće Projektnom subjektu da, osim ako se Banka drugačije ne saglasi:

- (a) Staviti na raspolaganje sredstva Zajma Projektnom subjektu za potrebe izvođenja Projekta;
- (b) Omogućiti da se sva dobra koja se finansiraju iz sredstava Zajma koriste isključivo u svrhe Projekta;
- (c) Preneti na Projektni subjekt svakodnevno upravljanje Projektom, uključujući, ali ne ograničavajući se na konsolidovano upravljanje finansijama i nabavkama;
- (d) Izvršiti sve svoje obaveze iz Ugovora o projektu;
- (e) Omogućiti da Projektni subjekt izvrši sve svoje obaveze prema Ugovoru o projektu, uključujući bez ograničenja svoje obaveze koje se odnose na:

- (1) Projektne obaveze predviđene u Odeljku 2.01 Ugovora o projektu;
- (2) osnivanje i funkcionisanje JIP kako je predviđeno u Odeljku 2.02 Ugovora o projektu;
- (3) nabavku robe neophodne za Projekat kako je predviđeno u Odeljku 2.03 Ugovora o projektu;
- (4) pitanja životne i društvene sredine kako je predviđeno u Odeljku 2.04 Ugovora o projektu;
- (5) zapošljavanje i angažovanje konsultanata za pružanje pomoći u implementaciji Projekta kako je predviđeno u Odeljku 2.05 Ugovora o projektu;
- (6) pripremu i podnošenje izveštaja o pitanjima koja se odnose na Projekat i operacije Projektnog subjekta kako je predviđeno u Odeljku 2.06 Ugovora o projektu;
- (7) održavanje procedura, evidencija i računa, pripremu, reviziju i dostavljanje Banci finansijskih izveštaja i svih drugih relevantnih informacija u vezi sa Projektom ili operacijama Projektnog subjekta kako je predviđeno u Odeljku 3.01 Ugovora o projektu; i
- (8) usklađenost sa svim odredbama u vezi sa finansijskim i operativnim aspektima Projekta i Projektnog subjekta kako je predviđeno u Odeljcima 3.02 i 3.03 Ugovora o projektu;
- (f) Preduzeti ili učiniti da se preduzmu sve dodatne radnje neophodne za obezbeđivanje adekvatnih sredstava za završetak Projekta, uključujući zahteve za kontribucije vlade ako je potrebno;
- (g) Obezbediti ili omogućiti da se obezbede, kada se to zahteva, sve državne dozvole, odobrenja ili saglasnosti koje su potrebne Projektnom subjektu za Projekat i za obavljanje svojih poslova, uključujući sva odobrenja i dozvole koje su neophodne da se Projektnom entitetu dodeli pravo službenosti prolaza i druga prava korišćenja zemljišta neophodna za sprovođenje Projekta;
- (h) Osloboditi od PDV i carina, sva dobra, radove i usluge (uključujući konsultantske usluge), koje je pribavio Zajmoprimac (koji deluje preko MGSI) ili Projektni subjekt za Projekat i koji su finansirani iz sredstava Zajma ili bilo kojih sredstava tehničke saradnje koje Banka stavlja na raspolaganje, ili će obezbediti njihovu nadoknadu;
- (i) Osigurati implementaciju ESAP i usklađenost Projektnog subjekta sa Politikom životne i društvene sredine Banke:
- (j) Osigurati da Projektni subjekt poseduje adekvatne resurse i odgovarajuće kvalifikovano osoblje tokom implementacije Projekta, kao i nakon završetka Projekta; i
- (k) Osigurati da Projektni subjekt dostavi Banci dokaze da je građevinski i sanacioni otpad (uključujući, ali ne ograničavajući se na, propale drvene pragove, kontaminirano tlo, metalne šine), adekvatno uklonjen angažovanjem ovlašćenih trećih lica, koji će biti potvrđeni kroz Proces verifikacije životne i društvene sredine.

## **ČLAN IV - OBUSTAVA; UBRZANJE; OTKAZIVANJE**

### Odeljak 4.01. Obustava

U svrhu Odeljka 7.01(a)(xvii) Standardnih uslova poslovanja navedeno je sledeće:

- (a) Ukoliko zakonodavni i regulatorni okvir koji se primenjuje na železnički sektor na teritoriji Zajmoprimca bude izmenjen, obustavljen, ukinut, poništen ili stavljen van snage na način koji bi imao materijalno negativan efekat na Projekat ili sposobnost Zajmoprimca i/ili Projektnog subjekta da izvršava svoje obaveze prema ovom Ugovoru ili Ugovoru o projektu;
- (b) Ukoliko Statuti budu izmenjeni, obustavljeni, ukinuti, poništeni ili stavljeni van snage, tako da materijalno nepovoljno utiču na Projekat ili sposobnost Zajmoprimca i/ili Projektnog subjekta da izvrše svoje obaveze prema ovom Ugovoru ili Ugovoru o projektu; ili
- (c) Ukoliko kontrola Projektnog subjekta bude preneta na neku stranu koja nije Zajmoprimac osim ako Banka prethodno nije dala pismeno odobrenje za takav prenos.

## ČLAN V – STUPANJE NA SNAGU

## Odeljak 5.01. Prethodni uslovi za stupanje na snagu

U svrhu Odeljka 9.02(c) Standardnih uslova poslovanja sledeći elementi su definisani kao dodatni uslovi za stupanje na snagu ovog Ugovora i Ugovora o projektu:

- (a) Narodna skupština Republike Srbije je ratifikovala ovaj Ugovor;
- (b) Ugovor o projektu je potpisan; i
- (c) svako od mišljenja navedenih u Odeljku 5.03.(a) i Odeljku 5.03.(b) ovog Ugovora je dostavljeno Banci u formi i sadržaju zadovoljavajućim za Banku.

## Odeljak 5.02. Prethodni uslovi za prvo povlačenje sredstava

Obaveza Banke da izvrši prvo Povlačenje sredstava Zajma zavisi od prethodnog ispunjenja, u formi i sadržaju zadovoljavajućim za Banku, ili po sopstvenom nahođenju Banke odricanja, bilo u celosti ili delimično i bez obzira da li je podložno uslovima ili bezuslovno, sledećih prethodnih uslova:

- (a) Projektni subjekt je osnovao JIP sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem, u formi i sadržaju zadovoljavajućim za Banku, i operativan je;
- (b) Imenovanje nezavisnog inženjera koji će nadgledati građevinske radove na Projektu od strane Projektnog subjekta;
- (c) Projektni subjekt će obezbediti dokaze, u formi i sadržaju prihvatljivim za Banku, da je odobrio program rada i budžet, određujući prioritete radova u skladu sa dogovorenim obimom; i
- (d) Projektni subjekt će obezbediti dokaze, u formi i sadržaju prihvatljivim za Banku, da je Plan upravljanja otpadom uključen u dokumenta o nabavci za radove na rekonstrukciji i rehabilitaciji železničke mreže kojom upravlja Projektni subjekt.

## Odeljak 5.03. Pravna mišljenja

- (a) U smislu Odeljka 9.03(a) Standardnih uslova poslovanja, mišljenje pravnog savetnika biće dato u ime Zajmoprimca od strane Ministarstva pravde, potvrđujući da je ovaj Ugovor propisno odobrio Zajmoprimac i da predstavlja važeću i pravno obavezujuću obavezu Zajmoprimca koja se može primeniti u skladu sa njegovim uslovima.
- (b) U smislu Odeljka 9.03(c) Standardnih uslova poslovanja, mišljenje pravnog savetnika biće data u ime Projektnog subjekta od strane rukovodioca pravnog odeljenja Projektnog subjekta, potvrđujući da je Ugovor o projektu propisno odobrio Projektni subjekt i da predstavlja važeću i pravno obavezujuću obavezu Projektnog subjekta koja se može primeniti u skladu sa njegovim uslovima.

### Odeljak 5.04. Raskid zbog nestupanja na snagu

Datum koji dolazi 180 dana nakon datuma ovog Ugovora određen je u smislu Odeljka 9.04 Standardnih uslova poslovanja.

## ČLAN VI – RAZNO

## Odeljak 6.01. Obaveštenja

(a) Sledeće adrese se navode u smislu Odeljka 10.01 Standardnih uslova poslovanja, s tim što će se smatrati da su obaveštenja isporučena ako su uručena lično, poštom ili elektronskom poštom u pdf ili sličnom formatu:

## Za Zajmoprimca:

Republika Srbija Kneza Miloša 20 11000 Beograd

Za: Ministar finansija Telefon: +381 11 765 2012

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

### Za EBRD:

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

Za: Bankarske usluge/ Operativni broj 55104

Telefon: + 44 20 7338 6000

E-mail adresa: bankingservices@ebrd.com

- (b) Banka može da pozove Zajmoprimca da se registruje da koristi ClientNet ili neki drugi oblik elektronske komunikacije i, ako se Zajmoprimac i Banka dogovore o korišćenju ClientNet-a ili nekog drugog oblika elektronske komunikacije, sva obaveštenja, zahtevi ili druga saopštenja Zajmoprimca prema Banci ili Banke prema Zajmoprimcu (osim bilo kog obaveštenja, zahteva ili druge vrste komunikacija koji se zahtevaju ovim Ugovorom da bude u originalu, overenom ili štampanom primerku), mogu se, u skladu sa odredbama i uslovima ClientNet-a ili nekog drugog oblika elektronske komunikacije, davati ili vršiti putem postavljanja tih obaveštenja, zahteva ili drugih saopštenja na ClientNet ili se mogu poslati u skladu sa odredbama dogovorenim za neki drugi oblik elektronske komunikacije.
- (c) Sva obaveštenja, zahtevi ili druga saopštenja uručena lično, vazdušnom poštom ili telefaksom ili putem ClientNet-a ili nekog drugog dogovorenog oblika elektronske komunikacije, biće važeći samo kada su stvarno primljeni (ili stavljeni na raspolaganje) u čitljivom obliku, s tim da će se za sva obaveštenja, zahteve ili druga saopštenja koja su primljena (ili stavljena na raspolaganje) posle 17:00 u mestu na kojem strana kojoj je odnosno obaveštenje, zahtev ili neko drugo saopštenje poslato ima svoju adresu za potrebe ovog ugovora, smatrati da su važeća od narednog dana.
- (d) Odmah nakoh potpisivanja Ugovora, Zajmoprimac, MGSI i Projektni subjekat će dostaviti Banci imena, zvanje i e-mail adrese lica imenovanih kao inicijalni kontakti Zajmoprimca za potrebe eventualnog poziva koji bi Banka mogla da pošalje Zajmoprimcu u pogledu ClientNet-a, u formi tabele koja je u nastavku:

Ime i prezime	Zvanje	E-mail adresa	Jezik – engleski, ruski, francuski

**U POTVRDU NAPRED IZNETOG,** ugovorne strane su, preko svojih uredno ovlašćenih predstavnika, pripremile ovaj Ugovor za potpisivanje u šest primeraka i dostavile ga u Londonu, Engleska i u Beogradu, Republika Srbija, na dan i u godini kako su napred navedeni.

## **REPUBLIKA SRBIJA**

Potpisuje:	
• •	Ime: Siniša Mali Zvanje: Prvi potpredsednik Vlade i ministar finansija

## EVROPSKA BANKA ZA OBNOVU I RAZVOJ

Potpisuje:		

Ime: Matteo Colangeli

Zvanje: Direktor, Regionalni šef za Zapadni Balkan

## PRILOG 1 - OPIS PROJEKTA

- 1. Svrha Projekta je da pomogne Zajmoprimcu u modernizaciji i nadogradnji železničke infrastrukture na deonicama koje obuhvataju približno 194 km glavnih i regionalnih železničkih linija.
- 2. Projekat se sastoji od nabavke robe za obnovu pruge širom mreže na odabranim deonicama podeljenih u 6 delova (delovi od 1 do 5 se odnose na materijale vezane za prugu kao što su šinski pragovi, balast, paneli pružnih prelaza itd., dok se deo 6 odnosi na signalizaciju, komunikacije i materijale vezane za električnu energiju).

Projektni subjekt će po potrebi pokriti sve troškove koji se odnose na građevinske radove, usluge projektovanja i nadzora.

3. Očekuje se da Projekat bude završen do 31. septembra 2027. godine.

# PRILOG 2 – KATEGORIJE I POVLAČENJE SREDSTAVA

- 1. Sledeća tabela prikazuje kategorije stavki koje će biti finansirane sredstvima Zajma, raspodelu iznosa i procenat izdataka koji će biti finansirani po svakoj kategoriji.
- 2. Bez obzira na odredbe iz stava 1. iznad, neće biti povlačenja dok Ugovor o zajmu ne stupi na snagu.
- 3. Banka će imati pravo da u ime Zajmoprimca povuče i plati sebi, na datum dospeća, Upisnu proviziju.

# Dodatak Prilogu 2

Kategorija	Iznos Zajma (evra)	Procenat izdataka koji će biti finansirani od strane EBRD-a
(1) Roba	49.500.000	100% vrednost ugovora (isključujući PDV i carinske troškove)
(2) Upisna provizija	500.000	100%
Ukupno Zajam:	50.000.000	

# Član 3.

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