

Z A K O N

**O POTVRĐIVANJU UGOVORA O ZAJMU
(ŽELEZNIČKI KORIDOR X U SRBIJI – DEONICA OD
BEOGRADA DO NIŠA) IZMEĐU REPUBLIKE
SRBIJE I EVROPSKE BANKE ZA OBNOVU I
RAZVOJ**

Član 1.

Potvrđuje se Ugovor o zajmu (Železnički koridor X u Srbiji – deonica od Beograda do Niša) između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan 15. decembra 2022. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu (Železnički koridor X u Srbiji – deonica od Beograda do Niša) između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

(Operation Number 53136)

LOAN AGREEMENT
(Serbia Rail Corridor X – Belgrade to Nis Section)

between

THE REPUBLIC OF SERBIA

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 15 December 2022

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LOAN AGREEMENT

AGREEMENT dated 15 December 2022 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 the modernisation and upgrade of a ca. 243.5 km section of the Corridor X railway between Belgrade and Nis;

WHEREAS, the Project will be carried out by JSC Serbia Railways Infrastructure (the "**Project Entity**") with financial assistance from the Borrower (acting through the Ministry of Finance) and technical support from the Borrower (acting through 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 Borrower intends to contract a loan from the European Investment Bank (the "**Co-financier**") in the amount of EUR 1.1 billion to assist in financing the Project, subject to the terms and conditions to be set forth in an agreement (the "**Co-financing Agreement**") between the Borrower and the Co-financier;

WHEREAS, the Borrower intends to contract an investment grant from the WBIF in the amount of EUR 598 million to assist in financing the Project, subject to the terms and conditions to be set forth in one or more agreements (the "**WBIF Grant Agreement**") between the Borrower and the WBIF;

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 550 million, 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"	means the Minister of Finance of the Borrower.
"Corporate Governance Action Plan" (or "CGAP")	means the plan of corporate governance measures agreed by the Bank and the Project Entity and which is attached to the Project Agreement as Schedule 2, as such plan may be amended from time to time with the prior written consent of the Bank.
"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.
"Commitment Notice"	has the meaning given to it in Section 2.01(b).
"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 2022, and prepared by Enova Consultants and Engineers a copy of which is attached to the Project Agreement as Schedule 1, as such plan 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. The Environmental and Social Action Plan will be updated before the Bank's commitment of each of the Uncommitted Loan Tranches.
"Environmental and Social Impact Assessment (or "ESIA")	means environmental and social impact assessment, which shall be duly updated by the Bank and Project

	Entity before the Bank's commitment of each of the Uncommitted Loan Tranches.
"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 or any successor entity.
"PIU"	means the team of professional and support staff with the necessary administrative powers as well as physical and financial resources necessary to implement the Project.
"Sub-Part"	has the meaning given to it in Schedule 1, subparagraph 2.
"Tranche"	has the meaning given to it in Section 2.01(b).
"Tranche 1 Loan"	has the meaning given to it in Section 2.01(b)(1).
"Uncommitted Loan Tranche"	has the meaning given to it in Section 2.01(b).

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 550 million.

(b) The Loan shall consist of six tranches (each a "**Tranche**"), as follows:

- (1) Tranche 1 in an amount of up to EUR 60 million for Part 1 of the Project to finance the Stalac-Djunis Lot 2 Sub-Section ("**Tranche 1 Loan**"), to be committed from the date of effectiveness of the Loan Agreement;
- (2) Tranche 2 in the amount of EUR 140 million for Part 2 of the Project to finance the Belgrade Center-Velika Plana Sub-Section ("**Tranche 2 Loan**");
- (3) Tranche 3 in the amount of EUR 85 million for Part 2 of the Project to finance the Velika Plana-Paracin Sub-Section ("**Tranche 3 Loan**");

- (4) Tranche 4 in the amount of EUR 100 million for Part 2 of the Project to finance the Paracin-Medjurovo Sub-Section ("**Tranche 4 Loan**");
- (5) Tranche 5 in the amount of EUR 55 million for Part 2 of the Project to finance the Belgrade and Nis railway nodes Sub-Section ("**Tranche 5 Loan**"); and
- (6) Tranche 6 in the amount of EUR 110 million for Part 2 of the Project to finance the Signalling/Telecommunications contract ("**Tranche 6 Loan**").

Each of the Tranches set out in (2) to (6) above (an "**Uncommitted Loan Tranche**") is uncommitted at signing but may be committed by the Bank in its sole discretion following receipt of a written request from the Borrower and the satisfaction or waiver at the Bank's discretion of the conditions precedent set out in Section 5.03. The Bank will provide a written notice in each case confirming its decision to commit each Tranche (such notice being a "**Commitment Notice**") with the amounts so committed forming part of the Available Amount from the date of the respective Commitment Notice.

(c) The Borrower shall pay to the Bank a Commitment Charge of 0.5% per annum on the Available Amount as follows:

- (1) **Tranche 1 Loan:** The Commitment Charge in respect of the Tranche 1 Loan shall be calculated based on the Available Amount for such tranche and shall accrue from the date sixty (60) days after the date of the Loan Agreement; and
- (2) **Uncommitted Loan Tranches:** The Commitment Charge in respect of each of the Uncommitted Loan Tranches shall be calculated based on the Available Amount for such tranche and shall accrue from the date sixty (60) days after the date of the respective Commitment Notice.

The Commitment Charge shall accrue and be calculated on the same basis as interest under Section 3.04(b)(ii) of the Standard Terms and Conditions and shall be payable on each Interest Payment Date (even though no interest may be payable on such date) commencing on the first Interest Payment Date following the Effective Date (for the Tranche 1 Loan) or the first Interest Payment Date following the Commitment Notice (for each of the Uncommitted Loan Tranches).

(d) The Borrower shall pay to the Bank a front-end commission equal to one per cent (1%) of the principal amount of each Tranche of the Loan as follows:

- (1) **Tranche 1 Loan:** the Front-end Commission shall be due and payable within 7 days of the Effective Date; and
- (2) **Uncommitted Loan Tranches:** the Front-end Commission in respect of each Uncommitted Loan Tranche shall be due and payable within 7 days of the date of the applicable Commitment Notice.

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 3 million.
- (b) The Minimum Prepayment Amount shall be EUR 1 million.

- (c) The Minimum Cancellation Amount shall be EUR 1 million.
- (d) The Interest Payment Dates shall be 20 April and 20 October of each year.
- (e) (1) The Borrower shall repay the Tranche 1 Loan in 22 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 April 2027 and the last Loan Repayment Date being 20 October 2037.
- (2) The Borrower shall repay each of the Uncommitted Loan Tranches in 22 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 for each Tranche falling on the Interest Payment Date following the 4th anniversary of the applicable Commitment Notice.
- (3) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire amount of any Tranche prior to the first Loan Repayment Date specified in this Section 2.02.(e), and (ii) the Bank extends the Last Availability Date for a Tranche specified in Section 2.02.(f) below to a date which falls after such first Loan Repayment Date for that Tranche, 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 for the Tranche 1 Loan shall be the 5th anniversary of the Loan 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. Any extension of the Last Availability Date of Tranche 1 Loan will be effected through the means of exchange of letters between the Bank and the Borrower. The Last Availability Date for each Uncommitted Loan Tranche shall be the 4th anniversary of the applicable Commitment Notice, 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. Any extension of the Last Availability Date of an Uncommitted Loan Tranche will be effected through the means of exchange of letters between the Bank and 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 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 in respect of any Tranche 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 (acting through the MoCTI) shall, and shall cause the Project Entity to, unless the Bank otherwise agrees:

- (a) Cause all goods, works and services financed out of the proceeds of the Loan to be used exclusively for the purposes of the Project;
- (b) Delegate to the Project Entity the day-to-day management of the Project, including, but not limited to, the consolidated financial and procurement management;
- (c) Cause the Project Entity to perform all of its obligations under the Project Agreement, including, without limitation, relating to:
 - (1) the Project obligations as provided for in Section 2.01 of the Project Agreement;
 - (2) establishment and operation of a project implementation unit as provided for in Section 2.02 of the Project Agreement;
 - (3) procurement of goods, works and services as well as consultancy services 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;
- (d) Take, or cause to be taken, all additional action necessary to provide adequate funds for the completion of the Project, including requesting government contributions if required;

- (e) 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 are granted rights of way and other land use rights necessary for carrying out the Project;
- (f) 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;
- (g) Ensure the implementation of the ESIA's, ESAPs, Stakeholder Engagement Plans, Resettlement Framework and Action Plans as well as compliance with the EBRD's Environmental and Social Policy by the Project Entity;
- (h) 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 during the life of the Loan;
- (i) Ensure that the actions from CGAP under the Project Entity's remit are implemented duly, as well as implement all actions that are in the purview of the Borrower;
- (j) Implement, through MoCTI coordination, a gender responsive participatory local planning and service provision programme for the municipalities along the Corridor by not later than end-2025;
- (k) Implement the actions under the Transport Community Rail Action Plan by no later than end-2025;
- (l) Ensure that the Project Entity adopts the Corporate Development Programme and implements at least two of its key priorities/recommendations by no later than end-2025;
- (m) Formally approve and implement the strategy and action plan setting out the transition of the Rail Directorate into an independent economic regulator by not later than end-2025; and
- (n) Ensure, through the MoCTI and Project Entity, the appointment of suitably qualified consultants under terms of reference acceptable to the Bank to perform the consultancy services under the EBRD Technical Assistance.

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 Project Entity to perform its obligations under 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; CONDITIONS PRECEDENT TO TRANCHES

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) Each of the Co-financing Agreement and the WBIF Grant Agreement for the corresponding funds of the Tranche 1 Loan has been executed and delivered and all conditions precedent to its effectiveness have been met or waived (other than the effectiveness of this Agreement);

(b) Ratification of the Loan Agreement by the Parliament of the Republic of Serbia;

(c) Execution of the Project Agreement; and

(d) Execution of the Project Implementation Agreement by the Bank and the Co-Financier.

Section 5.02. Conditions Precedent to Drawdowns under the Tranche 1 Loan

The obligation of the Bank to make the first Disbursement under the Tranche 1 Loan shall be 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:

(a) 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 qualified consultants acceptable to the Bank to assist them with the implementation of the Project;

(c) Appointment by the Project Entity of an independent engineer to supervise construction works of the Project; and

(d) The works contract for the Part 1 of the Project has been signed and the copy of the signed contract has been delivered to the Bank.

Section 5.03 Additional Conditions Precedent to the Commitment of each of the Uncommitted Loan Tranches

The obligation of the Bank to make each of the Uncommitted Loan Tranches available pursuant to Section 2.01(b) shall be at the Bank's sole discretion and, shall be 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:

- (a) The Bank has received a written request from the Borrower to commit the Uncommitted Loan Tranche;
- (b) Technical, environmental and social due diligence for the Sub-Part to be funded by the Uncommitted Loan Tranche has been completed in a manner satisfactory to the Bank;
- (c) In respect of the works in the Sub-Part to be funded by the Uncommitted Loan Tranche, each of the ESIA, Resettlement Action Plan, updated ESAP and updated Environmental and Social Management Plans have been:
 - (i) agreed between the Bank and the Project Entity, and
 - (ii) publicly disclosed in accordance with EBRD's Environmental and Social Policy and Access to Information Policy.

Section 5.04 Additional Conditions Precedent to Drawdowns under of each of the Uncommitted Loan Tranches

The obligation of the Bank to make the first Disbursement under each of the Uncommitted Loan Tranches shall be 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:

- (a) Appointment by the Project Entity of an independent engineer to supervise construction works of the Project;
- (b) For each Part 2 Sub-Part, the works contract has been signed and the copy of the signed contract has been delivered to the Bank;
- (c) Execution and effectiveness of the Co-financing Agreement in respect of the corresponding Part or Sub-Part of the works; and
- (d) Execution and effectiveness of the respective WBIF Grant Agreement in respect of the corresponding Sub-Part of the works.

Section 5.05. 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;
- (b) For purposes of Section 9.03(c) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of the Project Entity by the head of the legal department of the Project Entity;

Section 5.06. 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) Notices shall meet the language requirements of Section 10.04 of the Standard Terms and Conditions. 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:

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

Attention: Minister of Finance

Email: kabinet@mfin.gov.rs

For EBRD:

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

Attention: Operation Administration Department / Operation No.53136

Telephone: +44 20 7338 6000

Email: oad@ebrd.com

(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) The following are 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:

Name	Title	E-mail address	Language - English, Russian, French
Kabinet		kabinet@javnidug.gov.rs	English

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

THE REPUBLIC OF SERBIA

By: _____
 Name: Siniša Mali
 Title: Deputy Prime Minister and Minister of Finance

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: _____
 Name: Susan Goeransson
 Title: Director, Head of Infra Europe, SIG

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower with the modernisation and upgrade of a ca. 243.5 km long section of the Corridor X railway infrastructure between Belgrade and Nis.
2. The Project consists of the two parts (each a "**Part**"), subject to such modifications thereof as the Bank and the Borrower may agree upon from time to time:

Part 1 of the Project:

Reconstruction and modernization of existing railway line and construction of the second track railway of Stalac Djunis Lot 2 Sub-section.

Part 2 of the Project:

Reconstruction and modernization of the following sub-parts (each a "**Sub-Part**"):

1. Belgrade Center-Velika Plana Subsection
 2. Velika Plana- Paracin Subsection
 3. Paracin-Medjurovo Subsection
 4. Belgrade and Nis railway nodes Subsection
 5. Signalling and Telecommunications (for all sub Sections including Stalac-Djunis Lot 1 and 2)
3. The Part 1 of the Project is expected to be completed by 31 March 2028.
 4. Each Sub-Part is expected to be completed by date as designated in each Commitment Notice.
 5. EBRD, the Co-Financier and WBIF will provide financing for the co-financed contracts on a pro rata basis, unless otherwise agreed in writing by the Bank.
 6. If the obligation of the Co-financier to finance a Sub-Part of the Project is suspended for any reason, the Bank shall not be obliged to disburse in relation to the same Sub-Part.

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 Fee.

Category	Amount of the Loan (EUR)	% of Expenditures to be financed
<u>Part 1 of the Project</u>		
(1) Works (Stalac-Djunis)	59,400,000	100% (excluding VAT and custom duties)
(2) Front-end Fee	600,000	100%
Total Tranche 1 Loan:	60,000,000	
<u>Part 2 of the Project</u>		
(1) Works (Belgrade Center - Velika Plana)	138,600,000	100% (excluding VAT and custom duties)
(2) Front-end Fee	1,400,000	100%
Total Tranche 2 Loan:	140,000,000	
(3) Works (Velika Plana – Paracin)	84,150,000	100% (excluding VAT and custom duties)
(4) Front-end Fee	850,000	100%
Total Tranche 3 Loan:	85,000,000	
(5) Works (Paracin - Medjurovo)	99,000,000	100% (excluding VAT and custom duties)
(6) Front-end Fee	1,000,000	100%
Total Tranche 4 Loan:	100,000,000	
(7) Works (Belgrade and Nis railways nodes)	54,450,000	100% (excluding VAT and custom duties)
(8) Front-end Fee	550,000	100%
Total Tranche 5 Loan:	55,000,000	
(9) Works (Signalling and Telecommunications contract)	108,900,000	100% (excluding VAT and custom duties)
(10) Front-end Fee	1,100,000	100%
Total Tranche 6 Loan:	110,000,000	
Total Uncommitted Loan Tranches:	490,000,000	

(Operativni broj: 53136)

UGOVOR O ZAJMU

(Železnički koridor X u Srbiji – deonica od Beograda do Niša)

između

REPUBLIKE SRBIJE

i

**EVROPSKE BANKE
ZA OBNOVU I RAZVOJ**

Datum 15. decembar 2022. godine

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UGOVOR O ZAJMU

UGOVOR od 15. decembra 2022. godine, između **REPUBLIKE SRBIJE** („Zajmoprimac“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“).

PREAMBULA

S OBZIROM 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 DA Zajmoprimac namerava da realizuje Projekat kako je opisano u Prilogu 1, koji je koncipiran kako bi se pomoglo u modernizaciji i poboljšanju približno 243,5 km deonice železničke pruge Koridora X između Beograda i Niša;

S OBZIROM DA će Projekat sprovesti Akcionarsko društvo za upravljanje javnom železničkom infrastrukturom „Infrastruktura železnice Srbije“ , („**Projektni subjekt**“) uz finansijsku pomoć Zajmoprimca (koji postupa preko Ministarstva finansija) i tehničku podršku Zajmoprimca (koji postupa preko Ministarstva građevinarstva, saobraćaja i infrastrukture („**MGSI**“));

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

S OBZIROM DA Zajmoprimac namerava da ugovori zajam od Evropske investicione banke („**Sufinansijera**“) u iznosu od 1,1 milijardu evra za pomoć u finansiranju Projekta, u skladu sa uslovima koji će biti navedeni u ugovoru („**Ugovor o sufinansiranju**“) između Zajmoprimca i Sufinansijera;

S OBZIROM DA Zajmoprimac namerava da ugovori investicionu donaciju od WBIF-a (Western Balkans Investment Framework – Investicioni okvir za Zapadni Balkan) u iznosu od 598 miliona evra kao pomoć u finansiranju Projekta, u skladu sa uslovima koji će biti navedeni u jednom ili više ugovora („**Ugovor o donaciji WBIF-a**“) između Zajmoprimca i WBIF-a;

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

S OBZIROM DA se Banka, između ostalog, saglasila da na osnovu navedenog odobri kredit Zajmoprimcu u iznosu od 550 miliona evra, pod uslovima utvrđenim ili navedenim u ovom ugovoru i u ugovoru o projektu od dana ili blizu datuma ovog ugovora od strane i između Zajmoprimca (koji deluje preko MGSI), Projektnog subjekta i Banke („**Ugovor o projektu**“ kako je definisano u Standardnim uslovima poslovanja).

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 5. novembra 2021. godine ovim su unete u i biće primenjive na ovaj ugovor sa istim dejstvom kao da su u potpunosti ovde navedene („Standardni uslovi 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 zahteva, izrazi definisani u Preambuli imaju značenja koja su im data u istoj, izrazi definisani 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“	znači ministar finansija Zajmoprimca.
„Akcioni plan za korporativno upravljanje“ (ili „APKU“)	označava plan mera korporativnog upravljanja koji je dogovoren između Banke i Projektnog subjekta i koji je priložen uz Ugovor o projektu kao Prilog 2, jer takav plan se može povremeno menjati uz prethodnu pisanu saglasnost Banke.
„ClientNet“	predstavlja internet portal Banke za prenos dokumenata i informacija između Banke i njenih klijenata, i bilo koja veb stranica koja može da je zameni o kojoj Banka može s vremena na vreme da obavesti Zajmoprimca.
„Obaveštenje o rezervisanju“	ima značenje koje mu je datu u Odeljku 2.01(b).
„Politika i procedure primene“	predstavlja Politiku i procedure primene Banke od 4. oktobra 2017. godine.
„Ekološki i socijalni akcioni plan“ (ili „ESAP“ - Environmental and Social Action Plan)	označava plan mera za ublažavanje i poboljšanje životne sredine i društva iz jula 2022. godine i pripremljen od strane „Enova Consultants and Engineers“ čiji je primerak priložen uz Ugovor o projektu kao Prilog 1, pošto se takav plan može s vremena na vreme menjati uz prethodnu pisanu saglasnost Banke u skladu sa Odeljkom 2.04(d) Ugovora o projektu. Ekološki i socijalni akcioni plan će biti ažuriran pre nego što Banka rezerviše svaku od Nerezervisanih tranši zajma.
Procena uticaja na životnu sredinu i društvo (ili „ESIA“ - Environmental and Social	označava procenu uticaja na životnu sredinu i društvo, koju će Banka i Projektni subjekt propisno ažurirati pre nego što Banka angažuje svaku od Nerezervisanih tranši zajma.

Impact Assessment)	znači fiskalnu godinu Zajmoprimca koja počinje 1. januara svake godine.
„Fiskalna godina”	znači evro.
„Valuta zajma”	označava Ministarstvo građevinarstva, saobraćaja i infrastrukture ili bilo kog njegovog naslednika.
„MGSİ”	označava tim stručnog i pomoćnog osoblja sa potrebnim administrativnim ovlašćenjima kao i fizičkim i finansijskim resursima neophodnim za sprovođenje Projekta.
„JSP”	ima značenje koje mu je dodeljeno u Prilogu 1, pod-stav 2.
„Pod-deo”	
„Tranša”	ima značenje koje joj je dodeljeno u Odeljku 2.01(b).
„Tranša 1 zajma”	ima značenje koje joj je dodeljeno u Odeljku 2.01(b)(1).
„Nerezervisana tranša zajma”	ima značenje koje joj je dodeljeno u Odeljku 2.01(b).

Odeljak 1.03. Tumačenje

U ovom ugovoru, pozivanje na određeni član, odeljak ili prilog, osim ukoliko nije drugačije navedeno u ovom ugovoru, tumačiće se kao upućivanje na taj navedeni član ili odeljak ili prilog ovog ugovora.

ČLAN II – GLAVNI USLOVI ZAJMA

Odeljak 2.01. Iznos i valuta

(a) Banka je saglasna da odobri zajam Zajmoprimcu, pod uslovima koje ovaj ugovor definiše ili se na njih poziva, u iznosu od 550 miliona evra.

(b) Zajam se sastoji od šest tranši (svaka pojedinačno „**Tranša**”), kako sledi:

- (1) Tranša 1 u iznosu do 60 miliona evra za Deo 1 Projekta za finansiranje poddeonice Lot 2 Stalać-Đunis („**Tranša 1 zajma**”), koja će biti rezervisana od datuma stupanja na snagu Ugovora o zajmu;
- (2) Tranša 2 u iznosu do 140 miliona evra za Deo 2 Projekta za finansiranje poddeonice Beograd Centar-Velika Plana („**Tranša 2 zajma**”);

- (3) Tranša 3 u iznosu do 85 miliona evra za Deo 2 Projekta za finansiranje poddeonice Velika Plana-Paraćin („**Tranša 3 zajma**”);
- (4) Tranša 4 u iznosu do 100 miliona evra za Deo 2 Projekta za finansiranje poddeonice Paraćin-Međurovo („**Tranša 4 zajma**”);
- (5) Tranša 5 u iznosu do 55 miliona evra za Deo 2 Projekta za finansiranje poddeonice železničkih čvorova Beograd i Niš („**Tranša 5 zajma**”); i
- (6) Tranša 6 u iznosu do 110 miliona evra za deo 2 Projekta za finansiranje ugovora o signalizaciji/telekomunikacijama („**Tranša 6 zajma**”).

Svaka od tranši navedenih u tačkama (2) do (6) u tekstu iznad („**Nerezervisana tranša zajma**”) nije rezervisana prilikom potpisivanja, ali Banka može da je rezerviše po sopstvenom diskrecionom pravu nakon prijema pisanog zahteva od Zajmoprimca i ispunjenih uslova koji prethode njenom rezervisanju navedenih u Odeljku 5.03 ili odricanju od njih prema diskrecionom pravu Banke. Banka će u svakom pojedinačnom slučaju dostaviti pisano obaveštenje kojim potvrđuje svoju odluku da rezerviše svaku Tranšu (takvo obaveštenje je „**Obaveštenje o rezervisanju**”) sa iznosima koji su na taj način rezervisani, čineći deo Raspoloživog iznosa od datuma određenog Obaveštenja o rezervisanju.

(c) Zajmoprimac će platiti Banci Proviziju na nepovučeni deo zajma u visini od 0,5% na godišnjem nivou na Raspoloživi iznos, kako sledi:

- (1) **Tranša 1 zajma:** Provizija na nepovučeni deo zajma u vezi sa Tranšom 1 zajma će se izračunati na osnovu Raspoloživog iznosa za tu tranšu i obračunavaće se od datuma koji pada šezdeset (60) dana nakon datuma Ugovora o zajmu; i
- (2) **Nerezervisane tranše zajma:** Provizija na nepovučeni deo zajma u vezi sa svakom od Nerezervisanih tranši zajma biće izračunata na osnovu Raspoloživog iznosa za takvu tranšu i obračunavaće se od datuma koji pada nakon šezdeset (60) dana nakon od datuma odgovarajućeg Obaveštenja o rezervisanju.

Provizija na nepovučeni deo zajma se akumulira i obračunava na istoj osnovi kao i kamata u skladu sa Odeljkom 3.04(b)(ii) Standardnih uslova poslovanja i plaća se na svaki Datum plaćanja kamate (i u slučaju kada se kamata ne može platiti na takav datum) počevši od prvog Datuma plaćanja kamate nakon Datuma stupanja na snagu (za Tranšu 1 zajma) ili prvog Datuma plaćanja kamate nakon Obaveštenja o rezervisanju (za svaku od Nerezervisanih tranši zajma).

(d) Zajmoprimac će platiti Banci Upisnu proviziju u iznosu od jednog procenta (1%) od iznosa glavnice svake Tranše Zajma na sledeći način:

- (1) **Tranša 1 zajma:** Upisna provizija dospeva i biće plativa u roku od 7 dana od Datuma stupanja na snagu; i
- (2) **Nerezervisane tranše zajma:** Upisna provizija za svaku Nerezervisanu tranšu zajma dospeće i biće plativa u roku od 7 dana od datuma primenjivog Obaveštenja o rezervisanju.

Odeljak 2.02. Ostali finansijski uslovi Zajma

- (a) Minimalni iznos za povlačenje je 3 miliona evra.
- (b) Minimalni iznos prevremenog plaćanja je 1 milion evra.
- (c) Minimalni iznos koji se može otkazati je 1 milion evra.
- (d) Datumi plaćanja kamate su 20. april i 20. oktobar svake godine.
- (e)
 - (1) Zajmoprimac će Tranšu 1 zajma otplatiti u 22 jednake (ili što je moguće približno jednake) polugodišnje rate na 20. april i 20. oktobar svake godine, sa prvim Datumom otplate zajma 20. aprila 2027. godine, dok je poslednji Datum otplate zajma 20. oktobar 2037. godine.
 - (2) Zajmoprimac će otplatiti svaku od Nerezervisanih tranši zajma u 22 jednake (ili što je moguće približno jednake) polugodišnje rate 20. aprila i 20. oktobra svake godine, pri čemu prvi Datum otplate zajma za svaku Tranšu pada na Datum plaćanja kamate nakon 4. godišnjice primenljivog Obaveštenja o rezervisanju.
 - (3) Bez obzira na napred navedeno, u slučaju da (i) Zajmoprimac ne povuče celokupni iznos bilo koje Tranše pre prvog Datuma otplate zajma navedenog u ovom odeljku 2.02.(e), i (ii) Banka produži Poslednji datum raspoloživosti za Tranšu naveden u odeljku 2.02.(f) ovde dole na datum koji pada nakon tog prvog Datuma otplate zajma za tu Tranšu, tada će se iznos svakog povlačenja izvršenog na ili nakon prvog Datuma otplate zajma raspodeliti za otplatu u jednakim iznosima na nekoliko Datuma otplate zajma koji padaju nakon datuma takvog povlačenja (pri čemu Banka koriguje iznose koji su na taj način raspodeljeni, kako bi se u svakom slučaju postigli celi brojevi). Banka će, s vremena na vreme, obavestiti Zajmoprimca o takvim preraspodelama.
- (f) Poslednji datum raspoloživosti za Tranšu 1 zajma biće peta godišnjica Ugovora u zajmu, ili kasniji datum koji Banka može prema svom diskrecionom pravu odrediti u skladu sa Standardnim uslovima poslovanja i obavestiti o tome Zajmoprimca. Svako produženje Poslednjeg datuma raspoloživosti Tranše 1 zajma biće izvršeno putem razmene pisama između Banke i Zajmoprimca. Poslednji datum raspoloživosti za svaku Nerezervisane tranšu zajma biće četvrta godišnjica primenljivog Obaveštenja o rezervisanju, ili takav kasniji datum koji Banka može po svom diskrecionom pravu da utvrdi u skladu sa Standardnim uslovima poslovanja i o tome obavesti Zajmoprimca. Svako produženje Poslednjeg datuma raspoloživosti Nerezervisane tranše zajma biće izvršeno putem razmene pisama između Banke i Zajmoprimca. Ako Raspoloživi iznos, ili bilo koji njegov deo, podleže Fiksnoj kamatnoj stopi, a Banka odloži Poslednji datum raspoloživosti, Zajmoprimac će odmah uplatiti Banci iznos nepredviđenih troškova o kojima će, s vremena na vreme, Zajmoprimac biti obavešten od strane Banke u pisanom obliku
- (g) Zajam podleže Varijabilnoj kamatnoj stopi. Izuzetno od napred navedenog, Zajmoprimac može, kao alternativu plaćanja kamate po Varijabilnoj kamatnoj stopi na ceo ili na bilo koji deo Zajma 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. Povlačenje sredstava

(a) Raspoloživi iznos zajma može se povlačiti povremeno u skladu sa odredbama iz Priloga 2 za finansiranje (1) troškova nastalih (ili, ako se Banka saglasi, troškova koji će tek nastati), po osnovu razumnih troškova roba, 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 Članu IV i V Standardnih uslova poslovanja, Zajmoprimac (koji postupa preko MGSI) će, i potrudice se da Projektni subjekt, osim ako se Banka drugačije ne saglasi:

(a) Učiniti da se sva dobra, radovi i usluge finansirani iz sredstava Zajma koriste isključivo za potrebe Projekta;

(b) Delegirati Projektnom subjektu svakodnevno upravljanje Projektom, uključujući, ali ne ograničavajući se na konsolidovano finansijsko upravljanje i upravljanje nabavkama;

(c) Potrudice se da Projektni subjekt izvršava sve svoje obaveze prema Ugovoru o projektu, uključujući, ali ne ograničavajući se na:

(1) obaveze Projekta kako je predviđeno u Odeljku 2.01 Ugovora o projektu;

(2) uspostavljanje i rad jedinice za sprovođenje projekta kako je predviđeno u Odeljku 2.02 Ugovora o projektu;

(3) nabavku robe, radova i usluga, kao i konsultantskih usluga iz Projekta kako je predviđeno u Odeljku 2.03 Ugovora o projektu;

(4) ekološka i socijalna pitanja kako je predviđeno u Odeljku 2.04 Ugovora o projektu;

(5) zapošljavanje i korišćenje konsultanata za pomoć u implementaciji Projekta kako je predviđeno u Odeljku 2.05 Ugovora o projektu;

(6) pripremu i podnošenje izveštaja o pitanjima u vezi sa Projektom i operacijama Projektnog subjekta kako je predviđeno u Odeljku 2.06 Ugovora o projektu;

(7) održavanje procedura, evidencija i računa, priprema, revizija i dostavljanje Banci finansijskih izveštaja i dostavljanje Banci 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 kao što je predviđeno u Odeljcima 3.02 i 3.03 Ugovora o projektu;

- (d) 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;
- (e) Obezbediti ili naći način da se obezbedi, kada se to zahteva, sve vladine licence, odobrenja ili saglasnosti koje su potrebne Projektnom subjektu za Projekat i za obavljanje svojih poslova, uključujući sva odobrenja i licence neophodne da bi se obezbedilo da se Projektnom subjektu dodeljuju prava prolaska i druga prava korišćenja zemljišta neophodna za sprovođenje Projekta;
- (f) Osloboditi od PDV-a i carina, sva dobra, radove i usluge (uključujući konsultantske usluge), koje je za Projekat nabavio Zajmoprimac (postupajući preko MGSI-a) ili Projektni subjekt, a finansira se iz sredstava zajma ili bilo kojih sredstava tehničke saradnje koja Banka stavlja na raspolaganje;
- (g) Osigurati implementaciju Procena uticaja na životnu sredinu i društvo (ESIA-a), Ekoloških i socijalnih akcionih planova (ESAP-a), Planova angažovanja zainteresovanih strana, Okvira za preseljenje i Akcionih planova, kao i usklađenost sa EBRD-ovom ekološkom i socijalnom politikom od strane Projektnog subjekta;
- (h) Osigurati da Projektni subjekt ima adekvatne resurse i odgovarajuće kvalifikovano osoblje tokom implementacije Projekta, kao i nakon završetka Projekta tokom trajanja Zajma;
- (i) Osigurati da se radnje iz Akcionog plana za korporativno upravljanje u okviru nadležnosti Projektnog subjekta sprovode na odgovarajući način, kao i da sprovode sve radnje koje su u nadležnosti Zajmoprimca;
- (j) Sprovoditi, kroz koordinaciju MGSI, rodno odgovorno participativno lokalno planiranje i program pružanja usluga za opštine duž koridora najkasnije do kraja 2025. godine;
- (k) Sprovesti aktivnosti u okviru Akcionog plana za železnicu Transportne zajednice najkasnije do kraja 2025. godine;
- l) Osigurati da Projektni subjekt usvoji Program korporativnog razvoja i implementira najmanje dva od svojih ključnih prioriteta/preporuka najkasnije do kraja 2025. godine;
- (m) Formalno odobriti i sprovesti strategiju i akcioni plan kojim se utvrđuje tranzicija Direkcije za železnice u nezavisnog ekonomskog regulatora najkasnije do kraja 2025. godine; i
- (n) Osigurati, preko MGSI-a i Projektnog subjekta, imenovanje odgovarajućih kvalifikovanih konsultanata prema projektnim zadacima prihvatljivim za Banku za obavljanje konsultantskih usluga u okviru Tehničke pomoći EBRD-a.

ČLAN IV – OBUSTAVA; UBRZANJE PLAĆANJA; OTKAZIVANJE

Odeljak 4.01. Obustava

U smislu Odeljka 7.01(a)(xvii) Standardnih uslova poslovanja definisano 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 bude izmenjeni, obustavljeni, ukinuti, poništeni ili stavljeni van snage, tako da materijalno nepovoljno utiču na Projekat ili sposobnost Projektnog subjekta da izvrši bilo koju od svojih obaveza prema Ugovoru o projektu; ili
- (c) Ukoliko kontrola Projektnog subjekta bude prenet na neku stranu koja nije Zajmoprimac osim ako Banka prethodno nije dala pismeno odobrenje za takav prenos.

ČLAN V – STUPANJE NA SNAGU; USLOVI ZA POVLAČENJE TRANŠI

Odeljak 5.01. Uslovi koji prethode stupanju 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) Ugovor o sufinansiranju i Ugovor o donaciji WBIF-a za odgovarajuća sredstva Tranše 1 zajma su potpisani i isporučeni i svi uslovi koji prethode njihovoj efektivnosti su ispunjeni ili odbačeni (osim stupanja na snagu ovog ugovora);
- (b) Narodna skupština Republike Srbije je ratifikovala Ugovor o zajmu;
- (c) Ugovor o projektu je potpisan;
- (d) Ugovor o sprovođenju projekta između Banke i Sufinansijera je potpisan.

Odeljak 5.02. Uslovi koji prethode povlačenju Tranše 1 zajma

Obaveza Banke da izvrši prvu Isplatu prema Tranši 1 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 JSP sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem, u formi i sadržaju zadovoljavajućim za Banku, i operativan je;
- (b) Imenovanje od strane Projektnog subjekta kvalifikovanih konsultanata prihvatljivih za Banku da pomognu u implementaciji Projekta;
- (c) Imenovanje nezavisnog inženjera za nadzor građevinskih radova Projekta od strane Projektnog subjekta; i
- (d) Ugovor o radovima za Deo 1 Projekta je potpisan i primerak potpisanog ugovora je dostavljen Banci.

Odeljak 5.03. Dodatni uslovi koji prethode rezervisanju svake Nerezervisane Tranše zajma

Obaveza Banke da stavi na raspolaganje svaku od Nerezervisanih tranši zajma u skladu sa Odeljkom 2.01(b) biće po diskrecionom pravu Banke i biće predmet prethodnog ispunjenja, u formi i sadržaju zadovoljavajućim za Banku, ili po diskrecionom pravu Banke odustajanja, bilo u celosti ili delimično i bez obzira da li je podložno uslovima ili bezuslovno, sledećih prethodnih uslova:

- (a) Banka je primila pisani zahtev Zajmoprimca za rezervisanje Nerezervisane tranše zajma;
- (b) Tehnička, ekološka i socijalna detaljna analiza (due diligence) za Pod-deo koji će se finansirati Nerezervisanim tranšom zajma je završena na način koji je zadovoljavajući za Banku; i
- (c) U pogledu radova u Pod-delu koji će se finansirati iz Nerezervisane tranše zajma, svaki od navedenih dokumenata - ESIA, Akcioni plan za preseljenje, ažurirani ESAP i ažurirani Planovi upravljanja životnom i socijalnom sredinom su:
 - (i) usaglašeni između Banke i Projektnog subjekta, i
 - (ii) javno objavljeni u skladu sa EBRD-ovom ekološkom i socijalnom politikom i politikom pristupa informacijama.

Odeljak 5.04. Dodatni uslovi koji prethode povlačenju svake Nerezervisane tranše zajma

Obaveza Banke da izvrši prvu isplatu u okviru svake od Nerezervisanih tranši zajma zavisice od prethodnog ispunjenja, u formi i suštini zadovoljavajućim za Banku, ili po diskrecionom pravu Banke odricanja, bilo u celosti ili delimično i bez obzira da li je podložno uslovima ili bezuslovno, sledećih prethodnih uslova:

- (a) Imenovanje nezavisnog inženjera koji će nadgledati građevinske radove na Projektu od strane Projektnog subjekta;
- (b) Za svaki Pod-deo Dela 2, ugovor o radovima je potpisan i primerak potpisanog ugovora je dostavljen Banci;
- (c) Potpisan je i efektivan Ugovor o sufinansiranju u odnosu na odgovarajući Deo ili Pod-deo radova; i
- (d) Potpisan je i efektivan odgovarajući Ugovor o donaciji WBIF-a u odnosu na odgovarajući Pod-deo radova.

Odeljak 5.05. Pravna mišljenja

- (a) U smislu odeljka 9.03(a) Standardnih uslova poslovanja, mišljenje pravnog savetnika biće dato u ime Zajmoprimca od strane Ministarstva pravde;
- (b) U smislu Odeljka 9.03(b) Standardnih uslova poslovanja, mišljenje ili mišljenja pravnog savetnika biće data u ime Projektnog subjekta od strane rukovodioca pravnog odeljenja Projektnog subjekta.

Odeljak 5.06. 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) Obaveštenja će ispunjavati jezičke zahteve iz odeljka 10.04 Standardnih uslova poslovanja. 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:

Ministarstvo finansija Republike Srbije
Kneza Miloša 20
11000 Beograd
Srbija

Za: Ministar finansija

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

Za EBRD:

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

Za: Sektor za administrativne poslove / Operativni broj 53136

Faks: + 44 20 7338 6000

Email: oad@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) Ovde dole su navedena 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:

Ime i prezime	Zvanje	E-mail adresa	Jezik – engleski, ruski, francuski
Kabinet		kabinet@javnidug.gov.rs	engleski

U POTVRDU NAPRED IZNETOG, ugovorne strane su preko svojih uredno ovlašćenih predstavnika pripremile ovaj ugovor za potpisivanje u četiri primerka na engleskom jeziku i predale ga u Beogradu, Republika Srbija, na dan i u godini kako su napred navedeni.

REPUBLIKA SRBIJA

Potpisuje: _____

Ime: Siniša Mali, s.r.

Zvanje: potpredsednik Vlade i ministar finansija

**EVROPSKA BANKA
ZA OBNOVU I RAZVOJ**

Potpisuje: _____

Ime: Susan Goeransson, s.r.

Zvanje: direktor, šef Infra Evropa, SIG

PRILOG 1 – OPIS PROJEKTA

1. Svrha projekta je da pomogne Zajmoprimcu u modernizaciji i nadogradnji približno 243,5 km duge deonice železničke infrastrukture Koridora X između Beograda i Niša.
2. Projekat se sastoji iz dva dela (svaki „**Deo**“), podložna takvim modifikacijama o kojima se Banka i Zajmoprimac mogu s vremena na vreme dogovoriti:

Deo 1 Projekta:

Rekonstrukcija i modernizacija postojeće železničke pruge i izgradnja drugog koloseka pruge Stalać Đunis Lot 2 poddeonica.

Deo 2 Projekta:

Rekonstrukcija i modernizacija sledećih pod-delova (svaki pojednično „**Pod-deo**“):

1. Poddeonica Beograd centar - Velika Plana
 2. Poddeonica Velika Plana - Paraćin
 3. Poddeonica Paraćin - Međurovo
 4. Poddeonica železnički čvorovi Beograd i Niš
 5. Signalizacija i telekomunikacije (za sve poddeonice uključujući Stalać-Đunis Lot 1 i 2)
3. Očekuje se da Deo 1 Projekta bude završen do 31. marta 2028. godine.
 4. Očekuje se da svaki Pod-deo bude završen do datuma koji je određen u svakom Obaveštenju o rezervisanju.
 5. EBRD, Sufinansijer i WBIF će obezbediti finansiranje sufinansiranih ugovora na porporcijalnoj osnovi, osim ako se Banka ne dogovori drugačije u pisanoj formi.
 6. Ukoliko je obaveza Sufinansijera da finansira Pod-deo Projekta obustavljena iz bilo kog razloga, Banka neće biti u obavezi da izvrši isplatu u vezi sa istim Pod-delom.

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 naknadu.

Kategorija	Iznos Zajma (EUR)	% izdataka koji će biti finansirani
<u>Deo 1 Projekta</u>		
(1) Radovi (Stalać-Đunis)	59.400.000	100% (isključujući PDV i carinske troškove)
(2) Upisna naknada	600.000	100%
Ukupno za Tranšu 1 zajma:	60.000.000	
<u>Deo 2 Projekta</u>		
(1) Radovi (Beograd centar – Velika plana)	138.600.000	100% (isključujući PDV i carinske troškove)
(2) Upisna naknada	1.400.000	100%
Ukupno za Tranšu 2 zajma:	140.000.000	
(3) Radovi (Velika Plana- Paraćin)	84.150.000	100% (isključujući PDV i carinske troškove)
(4) Upisna naknada	850,000	100%
Ukupno za Tranšu 3 zajma:	85.000.000	
(5) Radovi (Paraćin- Međurovo)	99.000.000	100% (isključujući PDV i carinske troškove)
(6) Upisna naknada	1.000.000	100%
Ukupno za Tranšu 4 zajma:	100.000.000	
(7) Radovi (železnički čvorovi Beograd i Niš)	54.450.000	100% (isključujući PDV i carinske troškove)
(8) Upisna naknada	550.000	100%
Ukupno za Tranšu 5 zajma:	55.000.000	

(9) Radovi (Ugovor za signalizaciju i telekomunikacije)	108.900.000	100% (isključujući PDV i carinske troškove)
(10) Upisna naknada	1.100.000	100%
Ukupno za Tranšu 6 zajma:	110.000.000	
Ukupno za Nerezervisane tranše zajma:	490.000.000	

Član 3.

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