

# **Z A K O N**

## **O POTVRĐIVANJU UGOVORA O ZAJMU - PROJEKAT RAZVOJA OPERATORA PREOSNOG SISTEMA (FAZA 1), IZMEĐU FONDA ZA RAZVOJ SAUDIJSKE ARABIJE I REPUBLIKE SRBIJE**

### **Član 1.**

Potvrđuje se Ugovor o zajmu - Projekat razvoja operatora prenosnog sistema (Faza 1), između Fonda za razvoj Saudijske Arabije i Republike Srbije, koji je potpisan 16. oktobra 2024. godine u Beogradu, u originalu na arapskom i engleskom jeziku.

### **Član 2.**

Tekst Ugovora o zajmu - Projekat razvoja operatora prenosnog sistema (Faza 1), između Fonda za razvoj Saudijske Arabije i Republike Srbije, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

**LOAN AGREEMENT**

**DEVELOPMENT OF TRANSMISSION SYSTEM OPERATOR  
(PHASE 1) PROJECT**

**BETWEEN**

**THE SAUDI FUND FOR DEVELOPMENT AND  
THE REPUBLIC OF SERBIA**

**LOAN NO. : 03 \ 842**

**SIGNED ON:13\04\1446 A.H.**

**CORRESPONDING TO:16\10\2024 A.D.**

**LOAN AGREEMENT**

AGREEMENT dated 13\04\1446 A.H. corresponding to 16\10\2024 A.D. between

1) THE SAUDI FUND FOR DEVELOPMENT, Riyadh, Kingdom of Saudi Arabia (hereinafter called the “**Fund**”);

and

2) THE REPUBLIC OF SERBIA (hereinafter called the “**Borrower**”).

**PREAMBLE**

**(A)** WHEREAS the Borrower has requested the Fund to grant it a Loan to assist in the financing of Development of Transmission System Operator (Phase 1) Project described in Schedule No. (2) to this Agreement (hereinafter called the Project);

**(B)** WHEREAS the purpose of the Fund is to assist developing countries in developing their economies and to provide them with loans required for the implementation of their development projects and programs;

**(C)** WHEREAS the Fund is convinced of the importance of the Project and its beneficial effects for the economic development of the friendly people of The Republic of Serbia.

**(D)** WHEREAS the Board of Directors of the Fund has agreed, in view of the foregoing, by its Resolution No.1/1445/3 to grant the Borrower a Loan on the terms and conditions hereinafter set forth.

\* \* \* \* \*

**NOW THEREFORE the parties hereto hereby agree as follows:**

## **ARTICLE I**

### **General Conditions - Definitions**

**Section 1.01.** The parties to this Agreement accept all the provisions of the General Conditions Applicable to Loan Agreements of the Fund, issued by Resolution of the Board of Directors of the Fund No.11/14 dated 1396/7/29AH corresponding to 1976/07/26AD with the same force and effect as if they were fully set forth herein (said General Conditions Applicable to Loan Agreements of the Fund being hereinafter called the General Conditions).

General Conditions apply to and form part of this agreement.

**Section 1.02.** Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth, and the term "**The Executing Agency** " means EMS will implies as well other appropriate entity/or governmental body designated by the Borrower.

## **ARTICLE II**

### **The Loan**

**Section 2.01.** The Fund agrees to lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to, a Loan in an amount of two hundred forty-three million seven hundred and fifty thousand (243,750,000) Saudi Riyals.

**Section 2.02.** The amount of the Loan may be withdrawn by the Borrower from the Loan Account in accordance with the provisions of Schedule No.(1) to this Agreement, as such Schedule may be amended from time to time by agreement between the Fund and the Borrower, and in accordance with the Procedures for the Withdrawals of the Saudi Fund for Development Loans, for expenditures made (or, if the Fund shall so agree, to be made) in respect of the cost of goods and services required for the Project and to be financed out of the proceeds of the Loan.

**Section 2.03.** The Borrower shall apply the proceeds of the Loan exclusively to finance the reasonable cost of the goods, works and services required for the carrying out of the Project. Procurement of such goods, works and services shall be in accordance with Borrower's regulation (the Public Procurement Law ("Official Gazette of the Republic of Serbia", no. 91/2019 and 92/2023) respecting the recommendations of The Guidelines for The Procurement of Goods and Contracting for the Execution of Works and the Use of Consultants of the Development Institutions Members of the Coordination Group to the extended that they do not conflict with Borrower's regulation. The Borrower shall obtain the Fund's approval before awarding the contracts to be financed out of the proceeds of the Loan and before effecting any material modification thereto in the future.

**Section 2.04.** The Closing Date shall be 31/12/2032 or such later date as shall be determined by the Fund. The Fund shall forthwith notify the Borrower of such later date.

**Section 2.05.** The Borrower shall pay a Loan Charge at the rate of two and half percent (2,5%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

**Section 2.06.** Loan Charge, and other charges if any, shall be payable semi-annually on 1<sup>st</sup> February and 1<sup>st</sup> August in each year.

**Section 2.07.** The term of the Loan is twenty (20) years including a five-years (5) grace period. The Borrower shall repay the principal amount of the Loan in

accordance with the Amortization Schedule set forth in Schedule No. (3) to this Agreement.

### **ARTICLE III**

#### **Execution of the Project**

**Section 3.01. (a)** The Borrower shall carry out the Project through **The Executing Agency** with due diligence and efficiency, and in conformity with appropriate engineering, financial and administrative practices and shall provide or cause to be provided, promptly as needed, the funds, facilities and other resources required for the purpose.

**(b)** Without limiting the generality of Paragraph (a) of this section, the Borrower shall (1) provide, promptly and as and when needed, in addition to the proceeds of this Loan, all other funds which shall be required for carrying out the Project (including any funds that may be required to meet any increase in the cost of the project beyond the estimated cost thereof at the time of signing this Agreement), all such sums shall be made available on terms and conditions acceptable to the Fund; (2) undertake to make adequate annual budgetary allocations to meet its share of the Project costs.

**Section 3.02.** The Borrower shall cause **The Executing Agency** to furnish to the Fund promptly upon their preparation, the plans specifications, reports, contract documents and construction and procurement schedules for the Project, and any modifications thereof or additions thereto in such details as the Fund shall reasonably request.

**Section 3.03.** the Borrower shall cause **The Executing Agency** to engage experienced suppliers and contractors acceptable to the Fund upon terms and conditions satisfactory to the Fund.

**Section 3.04.** The Borrower shall cause **The Executing Agency** to insure or make adequate provision for the insurance of the imported goods to be financed out of the proceeds of the Loan against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance, any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

**Section 3.05.** The Borrower shall cause **The Executing Agency** to utilize all goods, works and services financed out of the proceeds of the Loan exclusively in carrying out of the Project.

**Section 3.06.** The Borrower shall cause "**The Executing Agency**":

**i)** to maintain records adequate to show the progress of the Project (including the cost thereof), to identify the goods, works and services financed out of the proceeds of the Loan and to disclose the use thereof in the Project and to reflect all the operations, resources and expenditures in respect of the Project;

**ii)** to afford all reasonable opportunity for the accredited representatives of the Fund to make visits for purposes related to the Loan, to examine the Project, the goods and services financed out of the proceeds of the Loan and any relevant records and documents;

**iii)** to furnish to the Fund all such information as the Fund shall reasonably request concerning the Project, the expenditure of the proceeds of the Loan, and the goods and services financed out of such proceeds.

**Section 3.07.** The Borrower shall cause **The Executing Agency** take all such actions as shall be necessary to acquire all such land and rights in respect of land as shall be required for the carrying out of the Project.

**Section 3.08.** The Borrower shall cause **The Executing Agency** to appoint a **Project Implementing Unit (PIU)** in order to coordinate, manage, monitor and evaluate all aspects of Project implementation, including the procurement of goods, works and services required for the Project, establish and at all times during execution of the Project, operate a project implementation unit with adequate resources and suitably qualified personnel.

#### **ARTICLE IV**

##### **Particulaire Covenants**

**Section 4.01. (a)** The Borrower and the Fund confirm their agreement that no other external debt shall enjoy any priority over the Loan by way of a lien created on governmental assets. To that end, the Borrower undertakes that, except as the Fund shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for any external debt, such lien will ipso facto and at no cost to the Fund equally and ratably secure the payment of the principal of the Loan, the Loan Charge and other charges on the Loan, and that in the creation of any such lien express provision will be made to that effect.

**(b)** The undertaking provided for in Paragraph (a) of this Section shall not apply to :

**i)** any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property.

**ii)** any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or

**iii)** any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

**Section 4.02.** The Borrower shall cause **The Executing Agency** to maintain the project in accordance with proper engineering standards and shall provide the necessary funds thereof in its annual budget. The Borrower shall cause **The Executing Agency** to furnish to the Fund, as and when required, a program for the said maintenance.

**Section 4.03.** The Borrower shall maintain or cause to be maintained adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures in respect of the Project of **The Executing Agency** and other departments and agencies of the Borrower responsible for carrying out the Project or any part thereof.

**Section 4.04.** The Borrower undertakes to cause **The Executing Agency** to make a Commemorative Plaque of suitable dimensions from cement or any suitable metal to be fixed in a conspicuous place in one of the facilities included in the Project, to show the contribution of the Fund in the financing of the Project.

**Section 4.05.** The Borrower and Fund shall Consider all documents, records, and correspondence of the Fund confidential and providing the Fund with complete immunity in the borrowing country regarding the control and inspection of

publications, except for the ratification requirements for this Loan Agreement that has to be approved by the National Assembly and published.

**Section 4.06.** The Borrower shall Exempt all the assets of the Fund in the borrowing country from confiscation, nationalization, custody of all kinds, seizure, and appropriation.

**Section 4.07.** The Borrower shall Exempt all Fund transactions in the borrowing country from all taxes, fees, and other official costs of any kind, related to this loan.

**Section 4.08.** Promptly after completion of the Project, but in any event not later than six months after the Closing Date, or such later date as the Fund may agree for this purpose, the Borrower shall prepare and furnish to the Fund a complete Project report, in such form and in such detail as the Fund shall reasonably request, on the execution and initial operation of the Project, its costs and the benefits derived and to be derived there from, the performance by the Borrower of its obligations under the Loan Agreement and the achievement of the objectives of the Loan.

## **ARTICLE V**

### **Remedies of the Fund**

**Section 5.01.** For the purposes of Section 6.02 of the General Conditions, the following additional events if applicable are specified pursuant to Paragraph (f) thereof :

- (a) Subject to Sub-Section (b) of this Section :
  - i) the right of the Borrower to withdraw the proceeds of any loan made to the Borrower for the financing of the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing thereof, or
  - ii) any such loan shall have become due and payable prior to the agreed maturity thereof.
- (b) Sub-Section (a) of this Section shall not apply if the Borrower establishes to the satisfaction of the Fund that (1) such suspension, cancellation, termination or premature is not caused by the failure of the Borrower to perform any of its obligation under the specific agreement, and (2) adequate funds for the Project are available to the Borrower from other sources on the terms and conditions consistent with the obligations of the Borrower under this Agreement.

**Section 5.02.** For the purposes of Section 7.01 of the General Conditions, the following event is specified pursuant to paragraph (d) thereof, namely any event specified in paragraph (a) (ii) of Section 5.01 of this Agreement shall occur.

## **ARTICLE VI**

### **Effectiveness Date - Termination**

**Section 6.01.** The period of six months from the date of the signing of this Loan Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

**Section 6.02.** Original copy of the Legal Opinion Documents will be issued by Ministry of Justice of the Republic of Serbia accepted in English or Translated to English or Arabic Language only.

**ARTICLE VII**

**Representative of the Borrower, Addresses**

**Section 7.01.** The Minister of Finance is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

**Section 7.02.** The following addresses are specified for the purpose of Section 11.01 of the General Conditions:

**FOR THE FUND:**

The Saudi Fund for Development

P.O.Box 50483

Riyadh 11523

Kingdom of Saudi Arabia

Telephone: +966-11-2794000

Fax : +966-11-4647450

Email : [info@sfd.gov.sa](mailto:info@sfd.gov.sa)

**FOR THE BORROWER:**

Ministry of Finance

Republic of Serbia

Tel: +381 11 7652012

Email: [kabinet@mfin.gov.rs](mailto:kabinet@mfin.gov.rs)

**FOR THE EXECUTING AGENCY:**

JSC "Elektromreža Srbije", Belgrade

Kneza Miloša 11, Belgrade, Republic of Serbia

Tel: +381 11 3330 650

Email: [kabinet@ems.rs](mailto:kabinet@ems.rs)

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names, as of the day and year first above written, in two counterparts in Arabic and English language, each of which shall be an original, and a copy of the General Conditions in the English language has been given to the Borrower.

**FOR**  
**The Saudi Fund for Development**

**FOR**  
**The Republic of Serbia**

**BY** \_\_\_\_\_  
**Sultan A. Almarshad**  
**Chief Executive Officer**

**BY** \_\_\_\_\_  
**Siniša Mali,**  
**First Deputy Prime Minister and**  
**Minister of Finance**

**SCHEDULE NO.(1)****Withdrawal of the Proceeds of the Loan**

**(A)** The table below sets forth the categories of items to be financed out of the proceeds of the Loan, the allocation of the amount of the Loan to each category and the percentage of expenditures for items so to be financed in each category:

<b>Category</b>		<b>Amount of the loan Allocated (in Saudi Riyals)</b>	<b>Percentage of Expenditures to be Financed</b>
1.	Design for execution of works, works and supply of materials and equipment: (Component "A" of the project)	163,000,000	100% of total expenditure
2.	Design for execution of works, works and supply of materials and equipment: (Component "B" of the project)	56,000,000	100% of total expenditure
Contingency		24,750,000	
<b>Total :</b>		<b>243,750,000</b>	

**(B)** Notwithstanding the provisions of Paragraph (A) above no withdrawal shall be made in respect of payments made for:

- 1) Expenditures prior to the date of this Agreement.
- 2) Taxes levied by, or in the territory of, the Borrower on goods or services, or on the importation, manufacture, procurement or supply thereof. Such taxes shall be for the account of, and shall be paid by, the Borrower and, all tax exemptions if any, in connection with the execution of the Project, shall be made according to the prevailing tax laws of the Borrower.

**(C)** Notwithstanding the allocation of an amount of the Loan or the disbursement percentages set forth in the table in Paragraph (A) above, if the Fund has reasonably estimated that the amount of the Loan then allocated to the Category will be insufficient to finance the agreed percentage of all expenditures in that Category, the Fund may, by notice to the Borrower:

- (i) reallocate to such category, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then unallocated or allocated to another category and which in the opinion of the Fund are not needed to meet other expenditures and;
- (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals under the category may continue until all expenditures there under shall have been made.

**SCHEDULE NO.(2)**

**Description of the Project**

The Project aims to construct:

- (i) A new double circuit 400 kV overhead transmission line (OHL) between the existing substation (S/S) Jagodina 4 and future substation (S/S) Požarevac 3 (length of approx.77 km) and in/out of the existing OHL 401/2 and OHL 401/4 with switchyard 400kV Pozarevac 3 (length of approx. 3 km).
- (ii) The associated construction of new 400 kV switchyard in future substation 400/110 kV S/S Požarevac 3 as well as the extension of the existing 400 kV switchyard in existing S/S Jagodina 4.

The purpose of the Project is to increase the transmission capacities, to improve the efficiency and reliability of the power transmission system, to improve the security and quality of power supply and to contribute to the promotion of investments in Renewable Energies in Serbia and neighboring countries.

This is to contribute to a sustainable, efficient and reliable energy supply and to a sustainable economic development of Serbia as well as to a reduction of greenhouse gases.

The Project is the Section 1 of Central – Balkan Electricity Corridor which will improve the trade across the whole region to assist in the integration of European electricity markets thereby allowing for increased cross border trade and competition among suppliers. The criteria for reaching these objectives, the Project results and the required Project activities as well as the assumptions underlying the Project purpose.

The Project Executing Agency shall finance and obtain necessary documents, studies and design for Civil permits and Civil permits, for the Project, according to the Serbian regulations and technical regulations and standards approved by the Project Executing Agency.

The Project Executing Agency (PEA) shall carry out its business and operations regarding the rights of way and expropriations necessary for the implementation of the Project and pay any compensation due to the affected parties.

**The following Project activities shall be financed from the Loan and tendered in two (2) Components:**

**Component A: Design for execution of works, works and supply of materials and equipment:**

For a new double circuit 400 kV overhead transmission line (OHL) between the existing substation (S/S) Jagodina 4 and future substation (S/S) Požarevac 3 and in/out of the existing OHL 401/2 and OHL 401/4 with switchyard 400kV Pozarevac 3, in line with to the Civil permit obtained from the Project Executing Agency, Serbian regulations and technical regulations and standards approved by the Project Executing Agency.

**Component B: Design for execution of works, works and supply of materials and equipment:**

For construction of new 400 kV switchyard in future substation 400/110 kV S/S Požarevac 3 as well as the extension of the existing 400 kV switchyard in existing S/S Jagodina 4, in line with to the Civil permit obtained from the Project Executing Agency, Serbian regulations and technical regulations and standards approved by the Project Executing Agency.

\* \* \* \* \*

**The total cost of the project is (65) Million US dollars, which is equal to (243.75) Million Saudi Riyals, and it is expected to be completed by the end of 2031.**

**SCHEDULE NO.(3)**  
**Amortization Schedule**

<b>Installment No.</b>	<b>Due date</b>	<b>Amount</b>
1	01/02/2030	8,125,000
2	01/08/2030	8,125,000
3	01/02/2031	8,125,000
4	01/08/2031	8,125,000
5	01/02/2032	8,125,000
6	01/08/2032	8,125,000
7	01/02/2033	8,125,000
8	01/08/2033	8,125,000
9	01/02/2034	8,125,000
10	01/08/2034	8,125,000
11	01/02/2035	8,125,000
12	01/08/2035	8,125,000
13	01/02/2036	8,125,000
14	01/08/2036	8,125,000
15	01/02/2037	8,125,000
16	01/08/2037	8,125,000
17	01/02/2038	8,125,000
18	01/08/2038	8,125,000
19	01/02/2039	8,125,000
20	01/08/2039	8,125,000
21	01/02/2040	8,125,000
22	01/08/2040	8,125,000
23	01/02/2041	8,125,000
24	01/08/2041	8,125,000
25	01/02/2042	8,125,000
26	01/08/2042	8,125,000
27	01/02/2043	8,125,000
28	01/08/2043	8,125,000
29	01/02/2044	8,125,000
30	01/08/2044	8,125,000
<b>Total</b>		<b>243,750,000</b>

**UGOVOR O ZAJMU**

**PROJEKAT RAZVOJA OPERATORA PRENOSNOG SISTEMA  
(FAZA 1)**

**IZMEĐU**

**FONDA ZA RAZVOJ SAUDIJSKE ARABIJE**

**I**

**REPUBLIKE SRBIJE**

**ZAJAM BR.: 03 \ 842**

**POTPISAN: 13\04\1446 hidžretske godine**

**ŠTO ODGOVARA: 16\10\2024 godine**

**UGOVOR O ZAJMU**

SPORAZUM od 13\04\1446 hidžretske godine, što odgovara 16\10\2024 godine

između

1) FONDA ZA RAZVOJ SAUDIJSKE ARABIJE, Rijad, Kraljevina Saudijska Arabija (u daljem tekstu: „**Fond**”);

i

2) REPUBLIKE SRBIJE (u daljem tekstu: „**Zajmoprimac**”).

**PREAMBULA**

**(A)** BUDUĆI DA je Zajmoprimac zatražio od Fonda da mu odobri zajam za pomoć u finansiranju Projekta razvoja operatora prenosnog sistema (faza 1) opisanog u Prilogu br. (2) ovog Ugovora (u daljem tekstu Projekat);

**(B)** S OBZIROM NA ČINJENICU da je svrha Fonda pružanje pomoći državama u razvoju za razvoj njihovih ekonomija i obezbeđivanje zajmova potrebnih za realizaciju njihovih razvojnih projekata i programa;

**(C)** S OBZIROM NA ČINJENICU da je Fond uveren u značaj Projekta i njegove pozitivne efekte za ekonomski razvoj prijateljskog naroda Republike Srbije.

**(D)** BUDUĆI DA je Bord direktora Fonda prihvatio da, s obzirom na gore navedeno, svojom Rezolucijom br. 1/1445/3 Zajmoprimcu odobri Zajam pod uslovima i odredbama navedenim u daljem tekstu.

\* \* \* \* \*

**NA OSNOVU NAVEDENOG, ugovorne strane su saglasne sa sledećim:**

## ČLAN 1 Opšti uslovi - Definicije

**Odeljak 1.01.** Strane u ovom Ugovoru prihvataju sve odredbe Opštih uslova Fonda koji se primenjuju na ugovore o zajmu, koji su doneti Odlukom Borda direktora Fonda br. 11/14 od 1396/7/29 hidžretske godine, što odgovara godini 1976/07/26, sa istom snagom i dejstvom kao da su ovde u potpunosti navedeni (Opšti uslovi Fonda koji se primenjuju na ugovore o zajmu se u daljem tekstu nazivaju Opšti uslovi).

Opšti uslovi se primenjuju i čine sastavni deo ovog ugovora.

**Odeljak 1.02.** Kad god se koriste u ovom Ugovoru, osim ukoliko kontekst drugačije ne nalaže, nekoliko termina definisanih u Opštim uslovima i u Preambuli ovog Ugovora imaju značenja koja su u njima navedena, a izraz „**izvršna agencija**” označava Elektromrežu Srbije (EMS), a podrazumevaće i drugi odgovarajući entitet/ili vladino telo koje odredi Zajmoprimac.

## ČLAN 2 Zajam

**Odeljak 2.01.** Fond je saglasan da pozajmi Zajmoprimcu, pod uslovima i odredbama navedenim u Ugovoru o zajmu ili na koji se isti odnose, Zajam u iznosu od dvesta četrdeset tri miliona sedamsto pedeset hiljada (243.750.000) saudijskih rijala.

**Odeljak 2.02.** Iznos zajma Zajmoprimac može povući sa Računa Zajma u skladu sa odredbama Priloga br. (1) ovog Ugovora, koji Prilog se može s vremena na vreme izmeniti i dopuniti sporazumom između Fonda i Zajmoprimca, kao i u skladu sa Procedurama Fonda za razvoj Saudijske Arabije za povlačenje sredstava zajmova, za načinjene izdatke (ili, ako se Fond tako saglasi, da se načine) u vezi sa troškovima dobara i usluga potrebnih za Projekat koji će se finansirati iz sredstava Zajma.

**Odeljak 2.03.** Zajmoprimac će koristiti sredstva Zajma isključivo za finansiranje razumnih troškova robe, radova i usluga potrebnih za sprovođenje Projekta. Nabavka robe, radova i usluga vršiće se u skladu sa propisom Zajmoprimca (Zakon o javnim nabavkama, „Službeni glasnik RS”, br. 91/2019 i 92/2023), uz poštovanje preporuka Smernica za nabavku dobara i ugovaranje izvođenja radova i korišćenje konsultanata razvojnih institucija članica Koordinacione grupe do nivoa do kada nisu u suprotnosti sa propisom Zajmoprimca. Zajmoprimac treba dobiti odobrenje Fonda pre nego što dodeli ugovore koji će se finansirati iz sredstava Zajma i pre nego što izvrši bilo kakvu materijalnu promenu u budućnosti.

**Odeljak 2.04.** Datum zatvaranja je 31.12.2032. godine ili neki kasniji datum koji Fond odredi. Fond će odmah obavestiti Zajmoprimca o tom kasnijem datumu.

**Odeljak 2.05.** Zajmoprimac će plaćati Kreditnu naknadu po stopi od dva i po procenta (2,5%) godišnje na iznos glavnice zajma koja je povučena i neotplaćena s vremena na vreme.

**Odeljak 2.06.** Kreditna naknada, kao i drugi troškovi ako ih ima, plaćaju se polugodišnje 1. februara i 1. avgusta svake godine.

**Odeljak 2.07.** Rok trajanja zajma je dvadeset (20) godina uključujući petogodišnji (5) grejs period. Zajmoprimac će otplatiti glavnice Zajma u skladu sa Planom otplate datim u Prilogu br. (3) ovog Ugovora.

### **ČLAN 3** **Sprovođenje Projekta**

**Odeljak 3.01. (a)** Zajmoprimac će sprovoditi Projekat preko **Izvršne agencije** sa dužnom pažnjom i efikasnošću, kao i u skladu sa odgovarajućom inženjerskom, finansijskom i administrativnom praksom i obezbediće ili omogućiti da se obezbede, po potrebi, bez odlaganja, sredstva, objekti i drugi resursi potrebni za tu svrhu.

**(b)** Bez ograničavanja uopštenosti stava (a) ovog odeljka, Zajmoprimac će (1) obezbediti, blagovremeno i po potrebi, pored prihoda iz ovog Zajma, sva druga sredstva koja će biti potrebna za sprovođenje Projekta (uključujući sva sredstva koja mogu biti potrebna za pokrivanje bilo kakvog povećanja troškova projekta iznad procenjenih troškova u vreme potpisivanja ovog Ugovora), a svi takvi iznosi će biti stavljeni na raspolaganje pod uslovima i rokovima koji su prihvatljivi za Fond; (2) obezbediti da se izvrše adekvatna godišnja budžetska izdvajanja za pokrivanje svog dela troškova Projekta.

**Odeljak 3.02.** Zajmoprimac će omogućiti da **Izvršna agencija**, odmah po njihovoj pripremi, dostavi Fondu specifikacije planova, izveštaje, ugovornu dokumentaciju i planove izgradnje i nabavke za Projekat, kao i sve njihove izmene ili dopune u detaljima koje Fond može razumno zahtevati.

**Odeljak 3.03.** Zajmoprimac će omogućiti da **Izvršna agencija** angažuje iskusne dobavljače i izvođače radova koji su prihvatljivi za Fond, u skladu sa uslovima i rokovima koji su zadovoljavajući za Fond.

**Odeljak 3.04.** Zajmoprimac će omogućiti da **Izvršna agencija** osigura ili obezbedi adekvatne odredbe za osiguranje uvezene robe, koja će se finansirati iz sredstava zajma, od incidenata koji nastanu prilikom nabavke, transporta i isporuke iste na mesto upotrebe ili ugradnje, a za takvo osiguranje svaka odšteta će se platiti u valuti koju Zajmoprimac slobodno koristi za zamenu ili popravku takve robe.

**Odeljak 3.05.** Zajmoprimac će omogućiti da **Izvršna agencija** svu robu, radove i usluge finansirane iz sredstava Zajma koristi isključivo za sprovođenje Projekta.

**Odeljak 3.06.** Zajmoprimac će omogućiti da "**Izvršna agencija**":

- i) vodi odgovarajuću evidenciju u cilju prikaza napretka Projekta (uključujući troškove), da identifikuje robu, radove i usluge finansirane iz sredstava Zajma i da objavi njihovu upotrebu u Projektu i da odražava sve operacije, resurse i troškove u vezi sa Projektom;
- ii) omogući akreditovanim predstavnicima Fonda razumne prilike da ostvare posete u svrhe vezane za Zajam, da provere Projekat, robu i usluge finansirane iz sredstava Zajma i sve relevantne evidencije i dokumente;
- iii) dostavi Fondu sve informacije koje Fond može razumno zatražiti u vezi sa Projektom, utroškom sredstava zajma i dobrima i uslugama koje se finansiraju iz tih prihoda.

**Odeljak 3.07.** Zajmoprimac će omogućiti da **Izvršna agencija** preduzme sve radnje koje su neophodne za sticanje zemljišta i zemljišnih prava koja će biti potrebna za izvođenje Projekta.

**Odeljak 3.08.** Zajmoprimac će omogućiti da **Izvršna agencija** imenuje **Jedinicu za implementaciju projekta (JIP)** u cilju koordinacije, upravljanja, praćenja i evaluacije svih aspekata implementacije Projekta, uključujući nabavku dobara, radova i usluga potrebnih za Projekat, uspostavi i upravlja jedinicom za implementaciju projekta sa adekvatnim resursima i odgovarajućim kvalifikovanim osobljem tokom izvođenja Projekta.

#### **ČLAN 4** **Posebne obaveze**

**Odeljak 4.01. (a)** Zajmoprimac i Fond potvrđuju svoj sporazum da nijedan drugi spoljni dug neće imati prioritet nad Zajmom zasnivanjem založnog prava na državnoj imovini. U tom cilju, Zajmoprimac se obavezuje da će u slučaju da se zasnuje založno pravo na bilo kojoj njegovoj imovini kao obezbeđenje za bilo koji spoljni dug, osim ako se Fond na drugačije ne pristane, takvo založno pravo *ipso facto* (samo po sebi) i bez ikakvih troškova za Fond istovetno i uredno obezbediti isplatu glavnice Zajma, Kreditne naknade i drugih troškova po osnovu Zajma, kao i da će prilikom zasnivanja svakog takvog založnog prava biti uneta izričita odredba u tom smislu.

**(b)** Obaveza predviđena stavom (a) ovog člana ne primenjuje se na:

- i) svako založno pravo zasnovano na imovini, u trenutku njene kupovine, koje služi isključivo kao obezbeđenje plaćanja kupovne cene takve imovine.
- ii) svako založno pravo zasnovano na komercijalnoj robi radi obezbeđenja duga koji dospeva u roku ne dužem od godinu dana nakon datuma kada je prvobitno nastao i koji treba da se isplati iz prihoda od prodaje takve komercijalne robe; ili
- iii) svako založno pravo koje se zasnuje u redovnom toku bankarskih transakcija i koje obezbeđuje dug koji dospeva u roku ne dužem od godinu dana nakon datuma njegovog nastanka.

**Odeljak 4.02.** Zajmoprimac će omogućiti da **Izvršna agencija** održava projekat u skladu sa odgovarajućim inženjerskim standardima i obezbediće potrebna sredstva za to u svom godišnjem budžetu. Zajmoprimac će zahtevati od **Izvršne agencije** da Fondu, po potrebi, dostavi program za navedeno održavanje.

**Odeljak 4.03.** Zajmoprimac će održavati ili omogućiti da se, u skladu sa dobrom računovodstvenom praksom, održavaju odgovarajuće evidencije koje prikazuju operacije, resurse i troškove u vezi sa Projektom **Izvršne agencije** i drugih odeljenja i agencija Zajmoprimca odgovornih za sprovođenje Projekta ili bilo kog njegovog dela.

**Odeljak 4.04.** Zajmoprimac se obavezuje da omogući **Izvršnoj agenciji** da izradi Spomen ploču odgovarajućih dimenzija od betona ili bilo kog odgovarajućeg metala koja će se postaviti na vidno mesto u jednom od objekata obuhvaćenih Projektom, kako bi se prikazao doprinos Fonda u finansiranju Projekta.

**Odeljak 4.05.** Zajmoprimac i Fond će smatrati sve dokumente, evidenciju i prepisku Fonda poverljivim i obezbediće Fondu potpuni imunitet u zemlji

zajmoprimcu u pogledu kontrole i inspekcije publikacija, osim uslova za ratifikaciju ovog Ugovora o zajmu koji mora biti odobren od Narodne skupštine i javno objavljen.

**Odeljak 4.06.** Zajmoprimac će izuzeti svu imovinu Fonda u zemlji zajmoprimcu od konfiskacije, nacionalizacije, nadzora svih vrsta, zaplene i prisvajanja.

**Odeljak 4.07.** Zajmoprimac će izuzeti sve transakcije Fonda u zemlji zajmoprimcu od svih poreza, taksi i drugih zvaničnih troškova bilo koje vrste u vezi sa ovim zajmom.

**Odeljak 4.08.** Odmah nakon okončanja Projekta, ali u svakom slučaju najkasnije šest meseci nakon Datuma zatvaranja ili kasnijeg datuma koji Fond može da dogovori u tu svrhu, Zajmoprimac će pripremiti i dostaviti Fondu kompletan Izveštaj o projektu, u formi i sa informacijama koje Fond bude razumno zahtevao, o izvršenju i početnom funkcionisanju Projekta, njegovim troškovima i koristima koje iz njega proizilaze i koje će proizaći, izvršavanju obaveza od strane Zajmoprimca prema Ugovoru o zajmu i postizanju ciljeva Zajma.

## **ČLAN 5** **Pravna sredstva Fonda**

**Odeljak 5.01.** Za potrebe Odeljka 6.02 Opštih uslova, sledeći dodatni događaji, ukoliko su primenljivi, navedeni su u skladu sa stavom (f) ovih uslova:

(a) U skladu sa pododeljkom (b) ovog Odeljka:

- i) pravo Zajmoprimca na povlačenje sredstava bilo kog zajma datog Zajmoprimcu za finansiranje Projekta bude suspendovano, otkazano ili prekinuto u celini ili delimično, u skladu sa uslovima sporazuma koji to predviđa, ili
- ii) svaki takav zajam postane dospeo i plativ pre ugovorenog roka dospeća.

(b) Pododeljak (a) ovog Odeljka se neće primenjivati ukoliko Zajmoprimac na način odgovarajući za Fond utvrdi da (1) takva suspenzija, otkazivanje, raskid ili prevremenost plaćanja nisu uzrokovani propustom Zajmoprimca da izvrši bilo koju od svojih obaveza iz drugog ugovora, i (2) adekvatna sredstva za Projekat su dostupna Zajmoprimcu iz drugih izvora pod uslovima i odredbama u skladu sa obavezama Zajmoprimca prema ovom Ugovoru.

**Odeljak 5.02.** Za potrebe Odeljka 7.01 Opštih uslova, događaj koji je određen u skladu sa stavom (d) istog odeljka je svaki događaj naveden u stavu (a) (ii) Odeljka 5.01 ovog Ugovora koji se može desiti.

## **ČLAN 6** **Datum stupanja na snagu - raskid ugovora**

**Odeljak 6.01.** Period od šest meseci od datuma potpisivanja ovog Ugovora o zajmu je ovim određen za potrebe Odeljka 12.04 Opštih uslova.

**Odeljak 6.02.** Originalni primerak Pravnog mišljenja izdaje Ministarstvo pravde Republike Srbije prihvaćeno na engleskom ili samo prevedeno na engleski ili arapski jezik.

## **ČLAN 7**

### **Predstavnik Zajmoprimca, Adrese**

**Odeljak 7.01.** Ministar finansija je određen kao predstavnik Zajmoprimca za potrebe člana 11.03 Opštih uslova.

**Odeljak 7.02.** Sledeće adrese su navedene u svrhu Odeljka 11.01 Opštih uslova:

#### **ZA FOND:**

Fond za razvoj Saudijske Arabije  
Poštansko sanduče 50483  
Rijad 11523  
Kraljevina Saudijska Arabija  
Telefon: +966-11-2794000  
Faks: +966-11-4647450  
Email: info@sfd.gov.sa

#### **ZA ZAJMOPRIMCA:**

Ministarstvo finansija  
Republika Srbija  
Telefon: +381 11 7652012  
Email: kabinet@mfin.gov.rs

#### **ZA IZVRŠNU AGENCIJU:**

AD „Elektromreža Srbije”, Beograd  
Kneza Miloša 11, Beograd, Republika Srbija  
Telefon: +381 11 3330 650  
Email: kabinet@ems.rs

POTVRĐUJUĆI NAPRED NAVEDENO, strane su preko svojih propisno ovlašćenih predstavnika potpisale ovaj Ugovor u svoje ime, počevši od dana i godine koji su prvi gore navedeni, u dva primerka na arapskom i engleskom jeziku, od kojih je svaki original, a kopija Opštih uslova na engleskom jeziku je data Zajmoprimcu.

**ZA**  
**Fond za razvoj Saudijske Arabije**

**ZA**  
**Republiku Srbiju**

Od strane \_\_\_\_\_  
**Sultan A. Almarš**  
**Izvršni direktor**

Od strane \_\_\_\_\_  
**Siniša Mali**  
**Prvi potpredsednik Vlade i**  
**ministar finansija**

**PRILOG BR. (1)****Povlačenje sredstava Zajma**

- (A) U tabeli ispod su navedene kategorije stavki koje će se financirati iz sredstava Zajma, raspodela iznosa Zajma prema svakoj kategoriji i procenat rashoda za stavke koje će se financirati u svakoj kategoriji:

Kategorija		Iznos dodeljenog kredita (u saudijskim rijalima)	Procenat finansiranih troškova
1	Nacrt za izvođenje radova, radove i nabavku materijala i opreme: Komponenta "A" projekta	163.000.000	100% ukupnih troškova
2	Nacrt za izvođenje radova, radove i nabavku materijala i opreme: Komponenta "B" projekta	56.000.000	100% ukupnih troškova
Nepredviđeni slučajevi		24.750.000	
<b>Ukupno:</b>		<b>243.750.000</b>	

- (B) Bez obzira na odredbe stava (A) iznad, povlačenje sredstava se neće vršiti u pogledu plaćanja za:

- 1) Troškove nastale pre datuma ovog Ugovora.
- 2) Poreze koje naplaćuje Zajmoprimac ili su plativi na njegovoj teritoriji na dobra ili usluge, ili na njihov uvoz, proizvodnju, nabavku ili snabdevanje. Takvi porezi će biti na račun Zajmoprimca i biće plaćeni od strane Zajmoprimca, a sva poreska oslobođenja, ako ih ima, u vezi sa izvođenjem Projekta, biće učinjena u skladu sa važećim poreskim zakonima Zajmoprimca.

- (C) Bez obzira na raspodelu iznosa Zajma ili procenata isplate navedenih u tabeli u stavu (A) iznad, ako je Fond razumno procenio da će iznos Zajma koji je tada dodeljen za jednu Kategoriju biti nedovoljan za finansiranje ugovorenog procenta svih rashoda u toj Kategoriji, Fond može, uz obaveštenje Zajmoprimca:

- (i) preraspodeliti u tu kategoriju, u obimu potrebnom za pokrivanje procenjenog manjka, prihode iz Zajma koji su tada neraspoređeni ili dodeljeni drugoj kategoriji i koji po mišljenju Fonda nisu potrebni za podmirenje drugih rashoda i;
- (ii) ako takva preraspodela ne može u potpunosti da pokrije procenjeni manjak, smanjiti procenat isplate koji se tada primenjuje na takve rashode, kako bi se dalja povlačenja u okviru te kategorije mogla nastaviti sve dok se ne pokriju svi troškovi konkretne kategorije.

**PRILOG BR. (2)****Opis Projekta**

Projekat ima za cilj da izgradi:

- (i) Novi dvostruki nadzemni dalekovod (ND) od 400 kV između postojeće trafostanice (T/S) Jagodina 4 i buduće trafostanice (T/S) Požarevac 3 (dužine oko 77 km) i u/iz postojeće nadzemne dalekovode 401/2 i 401/4 sa razvodnim postrojenjem 400kV Požarevac 3 (dužine oko 3 km),
- (ii) Prateću izgradnju novog 400 kV razvodnog postrojenja u budućoj trafostanici 400/110 kV T/S Požarevac 3 kao i proširenje postavljenog 400 kV razvodnog postrojenja u postojećoj T/S Jagodina 4.

Svrha Projekta je povećanje prenosnih kapaciteta, poboljšanje efikasnosti i pouzdanosti sistema za prenos električne energije, poboljšanje bezbednosti i kvaliteta snabdevanja električnom energijom i doprinos promociji investicija u obnovljive izvore energije u Srbiji i susednim zemljama.

Time se doprinosi održivom, efikasnom i pouzdanom snabdevanju energijom i održivom ekonomskom razvoju Srbije, kao i smanjenju gasova staklene bašte.

Projekat je Deonica 1 Centralno-balkanskog elektroenergetskog koridora koji će unaprediti trgovinu u celom regionu kako bi pomogao u integraciji evropskih tržišta električne energije i time omogućio povećanu prekograničnu trgovinu i konkurenciju među snabdevačima. Kriterijume za postizanje ovih ciljeva, rezultate Projekta i potrebne projektne aktivnosti, kao i pretpostavke na kojima se zasniva svrha Projekta.

Projektna Izvršna agencija će finansirati i pribaviti neophodnu dokumentaciju, studije i projekat za Građevinske dozvole i Građevinske dozvole, za Projekat, u skladu sa srpskim propisima i tehničkim propisima i standardima koje je odobrila Projektne Izvršna agencija.

Projektne Izvršna agencija (PIA) će obavljati svoje poslove i operacije u vezi sa pravima prelaza i eksproprijacijama neophodnim za implementaciju Projekta i platiće svu nadoknadu koja pripada pogođenim stranama.

**Sledeće projektne aktivnosti će se finansirati iz Zajma i podeljene su u dve (2) komponente:**

**Komponenta A: Nacrt za izvođenje radova, radovi i nabavka materijala i opreme:**

Za novi dvostruki 400 kV nadzemni dalekovod (ND) između postojeće trafostanice (T/S) Jagodina 4 i buduće trafostanice (T/S) Požarevac 3 i u/od postojećih nadzemnih dalekovoda 401/2 i 401/4 sa razvodnim postrojenjem 400kV Požarevac 3, u skladu sa građevinskom dozvolom pribavljenom od Projektne Izvršne agencije, srpskim propisima i tehničkim propisima i standardima odobrenim od Projektne Izvršne agencije.

**Komponenta B: Nacrt za izvođenje radova, radovi i nabavka materijala i opreme:**

Za novo 400 kV razvodno postrojenje u budućoj trafostanici 400/110 kV T/S Požarevac 3, kao i dogradnja postojećeg 400 kV razvodnog postrojenja u postojećoj trafostanici T/S Jagodina 4, u skladu sa građevinskom dozvolom dobijenom od Projektne Izvršne agencije, srpskim propisima i tehničkim propisima i standardima odobrenim od Projektne Izvršne agencije.

\* \* \* \* \*

**Ukupna cena projekta je (65) miliona američkih dolara, što je jednako (243,75) miliona saudijskih rijala, a očekuje se da će biti završen do kraja 2031. godine.**

**PRILOG BR. (3)**  
**Plan otplate**

Broj rate	Datum dospeća	Iznos
1	01/02/2030	8.125.000
2	01/08/2030	8.125.000
3	01/02/2031	8.125.000
4	01/08/2031	8.125.000
5	01/02/2032	8.125.000
6	01/08/2032	8.125.000
7	01/02/2033	8.125.000
8	01/08/2033	8.125.000
9	01/02/2034	8.125.000
10	01/08/2034	8.125.000
11	01/02/2035	8.125.000
12	01/08/2035	8.125.000
13	01/02/2036	8.125.000
14	01/08/2036	8.125.000
15	01/02/2037	8.125.000
16	01/08/2037	8.125.000
17	01/02/2038	8.125.000
18	01/08/2038	8.125.000
19	01/02/2039	8.125.000
20	01/08/2039	8.125.000
21	01/02/2040	8.125.000
22	01/08/2040	8.125.000
23	01/02/2041	8.125.000
24	01/08/2041	8.125.000
25	01/02/2042	8.125.000
26	01/08/2042	8.125.000
27	01/02/2043	8.125.000
28	01/08/2043	8.125.000
29	01/02/2044	8.125.000
30	01/08/2044	8.125.000
<b>Ukupno</b>		<b>243.750.000</b>

**Član 3.**

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