

Z A K O N

**O POTVRĐIVANJU UGOVORA O ZAJMU
PROGRAM ČVRSTOG OTPADA U SRBIJI, IZMEĐU
REPUBLIKE SRBIJE I EVROPSKE BANKE ZA
OBNOVU I RAZVOJ**

Član 1.

Potvrđuje se Ugovor o zajmu Program čvrstog otpada u Srbiji, između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan u Beogradu, 17. decembra 2021. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu Program čvrstog otpada u Srbiji, između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom i prevodu na srpski jezik glasi:

LOAN AGREEMENT

SERBIAN SOLID WASTE PROGRAMME

between

THE REPUBLIC OF SERBIA

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 17 December 2021

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LOAN AGREEMENT

AGREEMENT dated 17 December 2021 between **THE REPUBLIC OF SERBIA** represented by Mr. Siniša Mali, Minister of Finance of the Republic of Serbia, on behalf of the Government of the Republic of Serbia representing 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 development of regional waste management centres in certain regions of the Republic of Serbia;

WHEREAS, the Project will be carried out by the Borrower, through the Ministry of Environmental Protection ("**MEP**"), Regionalni centar za upravljanje otpadom "EKO-TAMNAVA" d.o.o., Javno komunalno preduzeće Regionalni centar za upravljanje otpadom Duboko., "Regionalna sanitarna deponija Banjica" d.o.o. and project entity for Sombor solid waste management region for Part 1 of the Project and other project entities as designated in the Tranche 2 Loan Commitment Notice (defined below) for Part 2 of the Project (each a "**Project Entity**" and together the "**Project Entities**");

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

WHEREAS, the Bank is in the process of arranging technical cooperation funds on a grant basis to assist the Borrower in implementing the Project in an amount of up to EUR 1,050,500 for Part 1 of the Project, subject to the terms and conditions to be set forth in an agreement (the "**Grant Agreement**") between the Bank and the Borrower represented by MEP;

WHEREAS, the Borrower intends to contract a loan from the French Development Agency (*Agence Française de Développement*) (the "**Co-financier**") in the amount of EUR 75,000,000 to assist in financing of 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 Bank and the Co-financier intend to enter into a project implementation agreement (the "**Project Implementation Agreement**") providing terms and conditions under which the Bank and the Co-financier will co-finance 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 up to EUR 75,000,000, subject to the terms and conditions set forth or referred to in this Agreement and in the project agreements between the Project Entities, the Borrower represented by MEP and the Bank dated on or around the date of this Agreement, or, if concerning Part 2 of the Project dated on or around the date of the Tranche 2 Loan Commitment Notice (each

a "**Project Agreement**" as defined in the Standard Terms and Conditions and together the "**Project Agreements**").

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 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. |
| "Designated Performance Requirements" | means Performance Requirements 1 through 8 and 10 (or, as the context may require, any one of such Performance Requirements) of the Performance Requirements dated April 2019 and related to the Bank's Environmental and Social Policy dated April 2019. |
| "Enforcement Policy and Procedures" | means the Bank's Enforcement Policy and Procedures dated 4 October 2017. |
| "Environmental and Social Action Plan(s)" | means the plans of environmental and social mitigation and improvement measures agreed between the Bank and each Project Entity in accordance with each Project Agreement and referred to therein as "Environmental and Social Action Plan". |
| "Fiscal Year" | means the Borrower's fiscal year commencing on 1 January of each year. |
| "Tranche 1 Loan" | means the maximum principal amount of the loan provided for in Section 2.01(b)(1) of this Agreement or, as the context may require, the principal amount thereof from time to time outstanding which is to be used solely for Part 1 of the Project. |

- "Tranche 2 Loan" means the maximum principal amount of the loan provided for in Section 2.01(b)(2) of this Agreement or, as the context may require, the principal amount thereof from time to time outstanding which is to be used solely for Part 2 of the Project.
- "Tranche 2 Loan Commitment Date" means the date on which the Bank gives a Tranche 2 Loan Commitment Notice to the Borrower in accordance with the conditions described in Section 2.01(c)(2) of this Agreement.
- "Tranche 2 Loan Commitment Notice" means a notice delivered by the Bank to the Borrower pursuant to the conditions described in Section 2.01(c)(2) of this Agreement.

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 75,000,000.
- (b) The Loan shall consist of two Tranches, as follows:
- (1) Tranche 1 Loan in the amount of EUR 50,000,000; and
 - (2) Tranche 2 Loan in the amount of EUR 25,000,000.
- (c) Notwithstanding anything to the contrary expressed or implied in this Agreement:
- (1) Tranche 1 Loan is committed from the date of the effectiveness of this Agreement; and
 - (2) Tranche 2 Loan is uncommitted and will become committed only upon the Bank determining in its absolute discretion, no later than 31 December 2022, that it is prepared to make Tranche 2 Loan available and notifying the Borrower in writing that Tranche 2 Loan has been committed, provided the following conditions precedent are fulfilled, in form and substance satisfactory to the Bank:
 - (A) the Bank shall have received a written request for the commitment of Tranche 2 Loan from the Borrower;
 - (B) the technical, environmental and social due diligence on Part 2 of the Project by the Bank and its external consultants has been completed and it is satisfactory to the Bank.

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 50,000, provided that the maximum number of Drawdowns shall be limited to 50 Drawdowns.
- (b) The Minimum Prepayment Amount shall be EUR 1,000,000.
- (c) The Minimum Cancellation Amount shall be EUR 1,000,000.
- (d) The Interest Payment Dates shall be 25 April and 25 October of each year.
- (e) (1) The Borrower shall repay the Loan in 19 equal (or as nearly equal as possible) semi-annual instalments on 25 April and 25 October of each year, with the first Loan Repayment Date being 25 April 2027 and the last Loan Repayment being 25 April 2036.
(2) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified in this Section 2.02.(e), and (ii) the Bank extends the Last Availability Date specified in Section 2.02.(f) below to a date which falls after such first Loan Repayment Date, then the amount of each drawdown made on or after the first Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.
- (f) The Last Availability Date shall be the sixth anniversary of the date of this Agreement, or such later date that the Bank may notify to the Borrower. Any extension of the Last Availability Date will be agreed through the means of exchange of letters between the Bank and the Borrower.
- (g) The rate of the Commitment Charge shall be 0.5% per annum. The Commitment Charge shall accrue from (i) the date sixty (60) days after the date of this Agreement for Tranche 1 Loan and (ii) the Tranche 2 Loan Commitment Date for Tranche 2 Loan.
- (h) The rate of the Front-end Commission shall be 1% of Tranche 1 Loan and 1% of Tranche 2 Loan. The Front-end Commission for Tranche 2 Loan will be due and payable within fifteen (15) days after the Tranche 2 Loan Commitment Date.
- (i) The Loan is subject to a Variable Interest Rate. Notwithstanding the foregoing, the Borrower may, as an alternative to paying interest at a Variable Interest Rate on all or any portion of the Loan then outstanding, elect to pay interest at a Fixed Interest Rate on such portion of the Loan in accordance with Section 3.04(c) of the Standard Terms and Conditions.

Section 2.03. Drawdowns

- (a) The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance 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.

(b) Notwithstanding Section 3.05(c) of the Standard Terms and Conditions, the Borrower has opted not to have the Front-end Commission paid out of the Available Amount and shall instead pay the Front-end Commission out of its own resources. The payment of the Front-end Commission by the Borrower shall be made pursuant to Section 3.05(d) of the Standard Terms and Conditions.

ARTICLE III - EXECUTION OF THE PROJECT

Section 3.01. Other Affirmative Project Covenants

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

(a) Through the MEP, 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) Through the MEP, delegate to the Project Entities the day-to-day management of the Project, including, but not limited to, the consolidated financial and procurement management;

(c) Through the MEP, perform all of its obligations under the Project Agreements;

(d) Through the MEP, cause the Project Entities to perform all of their obligations under the Project Agreements;

(e) Take, or cause to be taken, all additional action necessary to provide adequate funds for the completion of the Project, including the government contributions if required;

(f) Provide or cause to be provided, when requested, all governmental licenses, approvals or consents required for the financing and carrying out of the Project by the Project Entities, and for carrying on of the Project Entities' business, including all approvals and licenses necessary to ensure that the Project Entities are granted rights of way and other land use rights necessary for carrying out the Project;

(g) Through the MEP, ensure the operation of the regional waste management centres and Project Entities, including ensuring that the Project Entities have adequate resources and suitably qualified personnel, after the completion of the Project;

(h) Through the MEP, ensure the implementation of the Environmental and Social Action Plans, Stakeholder Engagement Plans (as defined in each Project Agreement) and Land Acquisition and Resettlement Frameworks (as defined in each Project Agreement) and compliance with the Designated Performance Requirements by the Project Entities;

(i) Through the MEP, ensure that the Livelihood Restoration Plan (as defined in each Project Agreement) for a relevant part of the Project, as applicable, is developed and implemented in compliance with Bank's Environmental and Social Policy;

(j) Transfer free of charge the assets financed from the proceeds of the Loan to each Project Entity, as applicable, at the latest one year after the receipt of the related assets;

(k) Through the MEP, finalise and adopt National waste management programme (2021-2024) by 31 January 2022;

(l) Through the MEP, develop or update regional waste management plans for each regional waste management centres before the second anniversary of the date of the this Agreement;

(m) for the solid waste management system in Sombor the establishment of the project entity in Sombor solid waste region and the execution of the relevant Project Agreement with such project entity within six months from the date of this Agreement; and

(n) Exempt from VAT and customs duties (all goods, works and services (including consultancy services)), procured by the Borrower acting through the MEP and/or the Project Entities for the Project and financed from the proceeds of the Loan or any technical cooperation funds made available by the Bank, or provide for their reimbursement.

Section 3.02. Project Implementation Unit

In order to coordinate, manage, monitor and evaluate all aspects of the implementation of the Project, including the procurement of goods, works and services for the Project, the Borrower, through the MEP, shall, unless otherwise agreed with the Bank, establish and at all times during execution of the Project operate a project implementation unit with adequate resources and suitably qualified personnel, under terms of reference acceptable to the Bank.

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 waste management 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 any Project Entity to perform their obligations under this agreement or the Project Agreements other than as approved by the Bank in writing;

(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; and

(c) the ultimate control of the Project Entities shall have been transferred to a party other than the Borrower, unless the Bank has given its prior written approval to such transfer.

Section 4.02. Acceleration of Maturity

The following is specified for purposes of Section 7.06(f) of the Standard Terms and Conditions:

- (a) any event specified in Section 4.01 shall have occurred and continued without remedy for sixty (60) days after notice thereof has been given by the Bank to the Borrower.

ARTICLE V - EFFECTIVENESS

Section 5.01. Conditions Precedent to Effectiveness

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

- (a) the Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make drawdowns thereunder, except only the effectiveness of this Agreement, have been fulfilled;
- (b) the execution of the Project Implementation Agreement;
- (c) the opinion specified in Section 5.05.(a) of this Agreement has been delivered to the Bank in a form and substance satisfactory to the Bank; and
- (d) the opinions specified in Section 5.05.(b) and Section 5.05(c) of this Agreement covering Part 1 of the Project have been delivered to the Bank in a form and substance satisfactory to the Bank.

Section 5.02. Conditions Precedent to First Drawdown of Tranche 1 Loan

The following is specified as a condition to the first Drawdown of Tranche 1 Loan under this Agreement:

- (a) the project implementation unit for Part 1 of the Project has been established by the Borrower represented by the MEP and the Project Entities with adequate resources and suitably qualified personnel, in form and substance satisfactory to the Bank, is operational.

Section 5.03. Conditions Precedent to First Drawdown of Tranche 1 Loan to be made in relation to the Capital Expenditures of Part 1 of the Project

The following is specified as a condition to the first Drawdown of Tranche 1 Loan to be made in relation to the Capital Expenditures of Part 1 of the Project under this Agreement:

- (a) the appointment of an independent engineer by the Borrower, acting through the MEP, to supervise works of Part 1 of the Project.

Section 5.04. Conditions Precedent to First Drawdown of Tranche 2 Loan

Without prejudice to Section 2.01.(c)(2), the following are specified as conditions to the first Drawdown of Tranche 2 Loan under this Agreement:

- (a) the Environmental and Social Action Plans, Stakeholder Engagement Plans and Land Acquisition and Resettlement Framework, and Livelihood Restoration Plans (if relevant) for Part 2 of the Project have been agreed;
- (b) the execution of the Project Agreements for Part 2 of the Project by the duly authorised parties thereto;
- (c) the project implementation unit for Part 2 of the Project has been established by the Borrower represented by MEP and the Project Entities with adequate resources and suitably qualified personnel, in form and substance satisfactory to the Bank, is operational;
- (d) the opinions specified in Section 5.05.(b) and Section 5.05.(c) covering Part 2 of the Project have been delivered to the Bank in a form and substance satisfactory to the Bank; and
- (e) the Bank shall have received any other conditions precedent the Bank may reasonably require, at the sole discretion of the Bank at the time the Tranche 2 Loan Commitment Notice is delivered by the Bank in accordance with Section 2.01(c)(2) hereof.

Section 5.05. Legal Opinions

- (a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion shall be given on behalf of the Borrower by the Ministry of Justice.
- (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 Entities by the [head of legal department] of the relevant Project Entities.
- (c) For purposes of Section 9.03 of the Standard Terms and Conditions, the opinion shall be given on behalf of the Borrower, acting through the MEP, and shall provide an opinion issued by the Ministry of Justice on its behalf, which shall confirm that the Project Agreements have been duly authorised and delivered on behalf of the Borrower and constitute valid and legally binding obligations of the Borrower enforceable in accordance with their terms.

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

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

For the Borrower:

The Republic of Serbia
The Ministry of Finance
Kneza Milosa 20
11000, Belgrade
Serbia

Attention: Minister of Finance
Telephone: + 381 11 3642 626
Email: kabinet@mfin.gov.rs

For EBRD:

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

Attention: Operation Administration Department / Operation No. 52642
Telephone: +44 20 7338 6000
Email: oad@ebrd.com

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

THE REPUBLIC OF SERBIA

By: _____
Name: Siniša Mali
Title: Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____
Name: Matteo Colangeli
Title: Regional Director, Head of Western Balkans

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower in the development of regional waste management centres in certain regions of the Republic of Serbia.

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

Part 1 of the Project:

- (i) Construction or expansion of
 - a. the regional waste management system in Kalenic solid waste region ("Eko-Tamnava" d.o.o. is the Project Entity);
 - b. the regional waste management system in Sombor solid waste region;
 - c. the regional waste management system in Duboko solid waste region ("Duboko" d.o.o. is the Project Entity); and
 - d. the regional waste management system in Nova Varos solid waste region ("Banija" d.o.o. is the Project Entity).
- (ii) Engagement of suitably qualified consultants to assist in works supervision, and related studies, designs, and technical assistance.

Part 2 of the Project:

- (i) Construction of
 - a. the regional waste management system in Pirot solid waste region;
 - b. the regional waste management system in Pozarevac solid waste region;
 - c. the regional waste management system in Indjija solid waste region;
 - d. the regional waste management system in Sremska Mitrovica solid waste region;
 - e. the multi-regional primary sorting system within existing solid waste regions.

The exact scope of Part 2 of the Project will be defined during due diligence and prior to commitment of Tranche 2 Loan. The relevant Project Entities will be designated in the Tranche 2 Loan Commitment Notice.

- (ii) Engagement of suitably qualified consultants to assist in works supervision, and related studies, designs, and technical assistance and procurement and implementation support.

3. The Part 1 of the Project is expected to be completed by 31 December 2027.

4. The Part 2 of the Project is expected to be completed by the date as designated in the Tranche 2 Loan Commitment Notice.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table attached to this Schedule sets forth the Categories to be financed out of the proceeds of Loan, the allocation of the amounts between Part 1 and Part 2 of the Project to each Category, 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 in respect of expenditures incurred prior to the date of the Agreement.

Attachment to Schedule 2

The Project has two categories: Category I related to Part 1 of the Project and Category II related to Part 2 of the Project.

| Category (I and II) | Amount of the Loan (EUR) | % of Expenditures to be financed |
|---|-----------------------------|---|
| I - Part 1 of the Project: | | |
| (1) Capital expenditures (including contingencies) | 43,915,000 | 100% (excluding VAT and custom duties) |
| (2) Works supervision, studies and designs, and technical assistance | 4,750,000 | 100% (excluding VAT and custom duties) |
| (3) Unallocated contingency | 1,335,000 | 100% |
| Total: | 50,000,000 | |
| II- Part 2 of the Project: | | |
| Capital expenditures, procurement support, works supervision, studies and designs, and technical assistance | 25,000,000 | 100% (excluding VAT and custom duties) |
| Total: | 25,000,000 | |

(Operativni broj 52642)

UGOVOR O ZAJMU
PROGRAM ČVRSTOG OTPADA U SRBIJI

između

REPUBLIKE SRBIJE

i

EVROPSKE BANKE
ZA OBNOVU I RAZVOJ

Datum: 17. decembar 2021. godine

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UGOVOR O ZAJMU

UGOVOR od 17. decembra 2021. godine između **REPUBLIKE SRBIJE** koju predstavlja gospodin Siniša Mali, ministar finansija Republike Srbije, u ime Vlade Republike Srbije kao zastupnika Republike Srbije, („Zajmoprimac”) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ („Banka”)**.

PREAMBULA

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

S OBZIROM NA TO DA Zajmoprimac namerava da sprovede Projekat kao što je opisano u Prilogu 1 koji je osmišljen da pomogne u razvoju regionalnih centara upravljanja čvrstim otpadom u određenim regionima Republike Srbije;

S OBZIROM NA TO DA će Projekat sprovoditi Zajmoprimac preko Ministarstva za zaštitu životne sredine („MZŽS”), Regionalnog centra za upravljanje otpadom „Eko-Tamnava” d.o.o, Javnog komunalnog preduzeća Regionalni centar za upravljanje otpadom Duboko, „Regionalne sanitarne deponije Banjica” d.o.o. i projektnog subjekta za upravljanje čvrstim otpadom u regionu Sombora za Deo 1 Projekta i drugih projektnih subjekata kako je navedeno u Obaveštenju o rezervisanju Tranše 2 Zajma (definisano u nastavku) za Deo 2 Projekta (svaki pojedinačno „Projektni subjekt” i zajedno „Projektni subjekti”);

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

S OBZIROM NA TO DA je Banka je u procesu organizovanja fondova tehničke saradnje na bazi donacije kako bi pomogla Zajmoprimcu u sprovođenju Projekta u iznosu do 1.050.500 evra za Deo 1 Projekta, podložno odredbama i uslovima koji će biti navedeni u ugovoru („Ugovor o donaciji”) između Banke i Zajmoprimca kojeg predstavlja MZŽS;

S OBZIROM NA TO DA Zajmoprimac namerava da ugovori zajam od Francuske razvojne agencije (Agence Française de Développement) („Kofinansijer”) u iznosu od 75.000.000 evra za pomoć u finansiranju Projekta, u skladu sa odredbama i uslovima koji će biti navedeni u ugovoru („Ugovor o kofinansiranju”) između Zajmoprimca i Kofinansijera; i

S OBZIROM NA TO DA Banka i Kofinansijer nameravaju da sklope ugovor o implementaciji projekta („Ugovor o implementaciji projekta”) koji predviđa odredbe i uslove pod kojima će Banka i Kofinansijer kofinansirati Projekat; i

S OBZIROM NA TO DA se Banka saglasila na osnovu, između ostalog, gore navedenog da Zajmoprimcu odobri zajam u iznosu do 75.000.000 evra, u skladu sa odredbama i uslovima koji su navedeni ili na koje se vrši pozivanje u ovom ugovoru, kao i u ugovorima o projektu između Projektnih subjekata, Zajmoprimca kojeg predstavlja MZŽS i Banke od datuma ovog ugovora ili oko datuma ovog ugovora, ili, ukoliko se tiče Dela 2 Projekta, na datum ili oko datuma Obaveštenja o rezervisanju Tranše 2 Zajma (svaki pojedinačno „Ugovor o projektu” kako je definisano u Standardnim uslovima poslovanja i zajedno „Ugovori o projektu”).

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 ovaj ugovor i primenjuju se 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 nalaže, izrazi definisani u Preambuli imaju odgovarajuća značenja koja su im tamo pripisana, izrazi definisani u Standardnim uslovima poslovanja imaju odgovarajuća značenja koja su im tamo pripisana, a sledeći izrazi imaju sledeća značenja:

| | |
|---|--|
| „Ovlašćeni predstavnik Zajmoprimca” | znači ministar finansija Zajmoprimca. |
| „Određeni zahtevi za uspešno izvršenje posla” | predstavlja Zahteve za uspešno izvršenje posla 1 do 8 i 10 (ili, u zavisnosti od konteksta, bilo koji od takvih Zahteva za uspešno izvršenje posla) Zahteva za uspešno izvršenje posla od aprila 2019. godine, a koji se odnose na Ekološku i socijalnu politiku Banke od aprila 2019. godine. |
| „Politika i procedure primene” | predstavlja Politiku i procedure primene Banke od 4. oktobra 2017. godine. |
| „Ekološki i socijalni akcioni plan(ovi)” | označava planove ekoloških i socijalnih mera za ublažavanje i poboljšanje koje su dogovorene između Banke i svakog Projektnog subjekta u skladu sa svakim Ugovorom o Projektu i koji se u njemu pominju kao „Ekološki i socijalni akcioni plan”. |
| „Fiskalna godina” | znači fiskalnu godinu Zajmoprimca koja počinje 1. januara svake godine. |
| „Tranša 1 Zajma” | znači maksimalni iznos glavnice zajma predviđen u Odeljku 2.01.(b)(1) ovog ugovora ili, kako to kontekst bude zahtevao, s vremena na vreme neizmireni iznos glavnice zajma koji će se koristiti isključivo za Deo 1 Projekta. |
| „Tranša 2 Zajma” | znači maksimalni iznos glavnice zajma predviđen u Odeljku 2.01.(b)(2) ovog ugovora ili, kako to kontekst bude zahtevao, s vremena na vreme neizmireni iznos glavnice zajma koji će se koristiti isključivo za Deo 2 Projekta. |
| „Datum rezervisanja Tranše 2 Zajma” | znači datum kada Banka daje Zajmoprimcu Obaveštenje o rezervisanju Tranše 2 Zajma u skladu sa uslovima |

opisanim u Odeljku 2.01.(c)(2) ovog ugovora.

„Obaveštenje o rezervisanju
Tranše 2 Zajma”

znači obaveštenje koje je Banka dostavila Zajmoprimcu u skladu sa uslovima opisanim u Odeljku 2.01.(c)(2) ovog ugovora.

Odeljak 1.03. Tumačenja

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

ČLAN II – GLAVNI USLOVI ZAJMA

Odeljak 2.01. Iznos i valuta

(a) Banka je saglasna da pozajmi Zajmoprimcu, pod uslovima koje ovaj ugovor definiše ili na njih upućuje, iznos od 75.000.000 evra.

(b) Zajam će se sastojati od dve Tranše, kako sledi:

(1) Tranša 1 Zajma u iznosu od 50.000.000 evra; i

(2) Tranša 2 Zajma u iznosu od 25.000.000 evra.

(c) Bez obzira na bilo šta suprotno što je izraženo ili podrazumevano u ovom ugovoru:

(1) Tranša 1 Zajma je rezervisana od datuma stupanja na snagu ovog ugovora; i

(2) Tranša 2 Zajma nije rezervisana i postaće rezervisana tek nakon što Banka, po svom apsolutnom nahođenju, najkasnije do 31. decembra 2022. godine, utvrdi da je spremna da Tranšu 2 Zajma učini dostupnom i obavesti Zajmoprimca u pisanoj formi da je Tranša 2 Zajma rezervisana, pod uslovom da su prethodno ispunjeni sledeći uslovi, u obliku i sadržaju koji su zadovoljavajući za Banku:

(A) Banka je primila pisani zahtev za rezervisanje Tranše 2 Zajma od Zajmoprimca;

(B) tehnička, ekološka i socijalna dubinska analiza (due diligence) Dela 2 Projekta od strane Banke i njenih spoljnih konsultanata je završena i zadovoljavajuća za Banku.

Odeljak 2.02. Ostali finansijski uslovi Zajma

(a) Minimalni iznos za povlačenje je 50.000 evra, pod uslovom da ne bude više od 50 povlačenja.

(b) Minimalni iznos prevremenog plaćanja je 1.000.000 evra.

(c) Minimalni iznos koji se može otkazati je 1.000.000 evra.

(d) Datumi za plaćanje kamate su 25. april i 25. oktobar svake godine.

(e) (1) Zajmoprimac otplaćuje Zajam u 19 jednakih (ili približno jednakih, u mogućoj meri) polugodišnjih rata, 25. aprila i 25. oktobra svake godine, pri čemu je prvi Datum otplate Zajma 25. april 2027. godine, a poslednji Datum otplate Zajma 25. april 2036. godine.

(2) Bez obzira na napred navedeno, u slučaju da (i) Zajmoprimac ne povuče celokupni iznos Zajma pre prvog Datuma otplate Zajma, navedenog u ovom odeljku 2.02.(e) i (ii) Banka produži Poslednji datum raspoloživosti naveden u Odeljku 2.02.(f) ispod do datuma koji pada posle takvog prvog Datuma otplate Zajma, tada se svako povlačenje izvršeno na datum ili nakon prvog Datuma otplate Zajma raspodeljuje za otplatu u jednakim iznosima na nekoliko Datuma otplate Zajma koji padaju nakon datuma tog povlačenja (pri čemu Banka koriguje iznose koji su na taj način raspodeljeni onako kako je neophodno da bi se u svakom slučaju dobili celi brojevi). Banka s vremena na vreme obaveštava Zajmoprimca o takvim raspodelama.

(f) Poslednji datum raspoloživosti će biti na šestu godišnjicu od datuma ovog ugovora, ili kasniji datum o kojem Banka može obavestiti Zajmoprimca. Svaki produžetak Poslednjeg datuma raspoloživosti biće dogovoren putem razmene pisama između Banke i Zajmoprimca.

(g) Stopa provizije na nepovučeni deo zajma iznosi 0,5% na godišnjem nivou. Provizija na nepovučeni deo zajma će se obračunavati (i) šezdeset (60) dana nakon datuma ovog ugovora za Tranšu 1 Zajma i (ii) Datuma rezervisanja Tranše 2 Zajma za Tranšu 2 Zajma.

(h) Stopa Upisne naknade će biti 1% Tranše 1 Zajma i 1% Tranše 2 zajma. Upisna naknada za Tranšu 2 Zajma će dospeti i biti plativa u roku od petnaest (15) dana nakon Datuma rezervisanja Tranše 2 Zajma.

(i) Zajam podleže Varijabilnoj kamatnoj stopi. Bez obzira na prethodno navedeno, Zajmoprimac može, kao alternativu plaćanja kamate po Varijabilnoj kamatnoj stopi na ceo iznos Zajma ili na bilo koji njegov deo koji u tom trenutku bude neotplaćen, odabrati da plati kamatu po Fiksnoj kamatnoj stopi na taj deo Zajma, u skladu sa Odeljkom 3.04(c) Standardnih uslova poslovanja.

Odeljak 2.03. Povlačenja sredstava

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

(b) Bez obzira na Odeljak 3.05(c) Standardnih uslova poslovanja, Zajmoprimac je odlučio da se Upisna provizija ne isplati iz dostupnog iznosa zajma nego će umesto toga platiti Upisnu proviziju iz sopstvenih sredstava. Plaćanje Upisne provizije od strane Zajmoprimca biće izvršeno u skladu sa Odeljkom 3.05(d) Standardnih uslova poslovanja.

ČLAN III – IZVRŠENJE PROJEKTA

Odeljak 3.01. Ostale afirmativne odredbe Projekta

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

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

(b) postupajući preko MZŽS, delegirati Projektnim subjektima svakodnevno upravljanje Projektom, uključujući, ali ne ograničavajući se na konsolidovano finansijsko upravljanje i upravljanje nabavkama;

(c) postupajući preko MZŽS, izvršava sve svoje obaveze prema Ugovorima o projektu;

- (d) postupajući preko MZŽS, učiniti da Projektni subjekti izvršavaju sve svoje obaveze prema Ugovorima o projektu;
- (e) preduzme ili podstakne preduzimanje svih dodatnih radnji potrebnih za obezbeđivanje odgovarajućih sredstava za završetak Projekta, uključujući i vladine kontribucije ukoliko bude potrebno;
- (f) obezbediti ili učiniti da se obezbedi, kada se to zahteva, sve vladine dozvole, odobrenja ili saglasnosti potrebne za finansiranje i sprovođenje Projekta od strane Projektnih subjekata, i za obavljanje poslova Projektnih subjekata, uključujući sva odobrenja i dozvole neophodne kako bi se Projektnim subjektima odobrila prava prolaska i druga prava korišćenja zemljišta neophodna za sprovođenje Projekta;
- (g) postupajući preko MZŽS, obezbediti rad regionalnih centara za upravljanje čvrstim otpadom i Projektnih subjekata, uključujući obezbeđivanje da Projektni subjekti imaju adekvatne resurse i odgovarajuće kvalifikovano osoblje, nakon završetka Projekta;
- (h) postupajući preko MZŽS, obezbediti implementaciju Ekoloških i socijalnih akcionih planova, Planova angažovanja zainteresovanih strana (kako je definisano u svakom pojedinačnom Ugovoru o projektu) i Okvirima za eksproprijaciju i preseljenje (kako je definisano u svakom pojedinačnom Ugovoru o projektu) i usklađenost sa Određenim zahtevima za uspešno izvršenje posla utvrđenim od strane Projektnih subjekata;
- (i) postupajući preko MZŽS, osigurati da se Plan obnove sredstava za život (kako je definisano u svakom pojedinačnom Ugovoru o projektu) za relevantni deo Projekta, ako je moguće, razvije i sprovede u skladu sa Ekološkom i socijalnom politikom Banke;
- (j) prenesu bez naknade sredstva finansirana iz Zajma svakom Projektnom subjektu, prema potrebi, najkasnije godinu dana od prijema tih sredstava;
- (k) postupajući preko MZŽS, finalizirati i usvojiti Nacionalni program za upravljanje otpadom (2021–2024) do 31. januara 2022. godine;
- (l) postupajući preko MZŽS, izraditi ili ažurirati regionalne planove upravljanja otpadom za svaki regionalni centar za upravljanje otpadom pre druge godišnjice od datuma potpisivanja ovog ugovora;
- (m) za sistem upravljanja čvrstim otpadom u Somboru uspostavljanje projektnog subjekta u regionu čvrstog otpada Sombora i zaključivanje odgovarajućeg Ugovora o projektu sa tim projektnim subjektom i u roku od šest meseci od dana zaključenja ovog ugovora; i
- (n) oslobodi od PDV-a i carina (svu robu, radove i usluge (uključujući konsultantske usluge)), koje je Zajmoprimac nabavio postupajući preko MZŽS i/ili Projektnih subjekata za Projekat i finansirao iz sredstava Zajma ili bilo kojim sredstvima za tehničku saradnju koje Banka stavlja na raspolaganje ili obezbeđuje njihovu nadoknadu.

Odeljak 3.02. Jedinica za implementaciju Projekta

U cilju koordinacije, upravljanja, praćenja i ocene svih aspekata implementacije Projekta, uključujući nabavku dobara, radova i usluga za Projekat, Zajmoprimac će, preko MZŽS-a, osim ako nije drugačije dogovoreno sa Bankom, uspostaviti i u svakom trenutku tokom izvođenja Projekta upravljati jedinicom za implementaciju projekta sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem, prema projektnom zadatku prihvatljivom za Banku.

ČLAN IV – OBUSTAVA; UBRZANJE; OTKAZIVANJE

Odeljak 4.01. Obustava

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

- (a) zakonodavni i regulatorni okvir koji se primenjuje na sektor upravljanja čvrstim otpadom na teritoriji Zajmoprimca bude izmenjen, obustavljen, stavljen van snage, opozvan ili se od njega odustane na način koji će imati materijalno negativan uticaj na Projekat ili sposobnost Zajmoprimca i/ili Projektnog subjekta da ispune svoje obaveze po ovom ugovoru ili Ugovorima o projektu osim onih koje je Banka odobrila u pisanoj formi;
- (b) statuti budu izmenjeni, obustavljeni, stavljeni van snage, opozvani ili se od njih odustane na način koji bi bitno i negativno uticao na Projekat ili sposobnost Projektnog subjekta da ispuni svoje obaveze po Ugovoru o Projektu; i
- (c) krajnja kontrola nad Projektnim subjektima bude prenetu nekoj strani koja nije Zajmoprimac, osim u slučaju da je Banka prethodno dala svoje pisano odobrenje za takav transfer.

Odeljak 4.02. Ubrzanje dospeća

Sledeće je naznačeno za svrhe Odeljka 7.06(f) Standardnih uslova poslovanja:

- (a) ukoliko nastupi bilo koji od slučajeva navedenih u Odeljku 4.01 i ne otkloni se za šezdeset (60) dana nakon što Banka o tome obavesti Zajmoprimca.

ČLAN V – STUPANJE NA SNAGU

Odeljak 5.01. Prethodni uslovi za stupanje na snagu

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

- (a) Ugovor o kofinansiranju je potpisan i predat i svi uslovi koji prethode njegovom stupanju na snagu ili pravu Zajmoprimca da vrši povlačenja sredstava prema njemu, osim samo stupanja na snagu ovog ugovora, su ispunjeni;
- (b) potpisivanje Ugovora o implementaciji projekta;
- (c) mišljenje navedeno u Odeljku 5.05.(a) ovog ugovora je dostavljeno Banci u formi i sadržaju zadovoljavajućim za Banku; i
- (d) mišljenja navedena u Odeljku 5.05.(b) i Odeljku 5.05.(c) ovog ugovora koja pokrivaju Deo 1 Projekta, dostavljena su Banci u formi i sadržaju koji su zadovoljavajući za Banku.

Odeljak 5.02. Prethodni uslovi za prvo povlačenje Tranše 1 Zajma

Sledeća odredba je navedena kao dodatni uslov za prvo povlačenje Tranše 1 Zajma prema ovom ugovoru:

- (a) jedinica za implementaciju projekta za Deo 1 Projekta je uspostavljena od strane Zajmoprimca, koju predstavlja MZZŠ, i Projektnih subjekata sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem, u formi i sadržaju zadovoljavajućim za Banku, i operativna je.

Odeljak 5.03. Prethodni uslovi za prvo povlačenje Tranše 1 Zajma u vezi sa kapitalnim troškovima Dela 1 Projekta

Sledeće je navedeno kao uslov za prvo povlačenje Tranše 1 Zajma koji će se izvršiti u vezi sa kapitalnim troškovima Dela 1 Projekta prema ovom ugovoru:

(a) imenovanje nezavisnog inženjera od strane Zajmoprimca, delujući preko MZŽS-a, da nadgleda radove Dela 1 Projekta.

Odeljak 5.04. Prethodni uslovi za prvo povlačenje Tranše 2 Zajma

Ne dovodeći u pitanje Odeljak 2.01.(c)(2), navedeni su sledeći uslovi za prvo povlačenje Tranše 2 Zajma prema ovom ugovoru:

(a) Ekološki i socijalni akcioni planovi, Planovi angažovanja zainteresovanih strana i Okvira za eksproprijaciju i preseljenje (ako je relevantno) za Deo 2 Projekta su dogovoreni;

(b) potpisivanje Ugovora o projektu za Deo 2 Projekta od strane propisno ovlašćenih strana;

(c) jedinicu za implementaciju projekta za Deo 2 Projekta uspostavili su Zajmoprimac kojeg predstavlja MZŽS i Projektni subjekti sa adekvatnim resursima i adekvatno kvalifikovanim osobljem, u formi i sadržaju zadovoljavajućim za Banku, i koja je operativna;

(d) mišljenja navedena u Odeljku 5.05.(b) i Odeljku 5.05.(c) koja pokrivaju Deo 2. Projekta dostavljena su Banci u formi i sadržaju zadovoljavajućim za Banku; i

(e) Banka će primiti sve druge uslove koje Banka može razumno zahtevati, prema isključivom nahođenju Banke u trenutku kada Banka dostavi Obaveštenje o rezervisanju Tranše 2 Zajma u skladu sa Odeljkom 2.01.(c)(2) ovog ugovora.

Odeljak 5.05. Pravna mišljenja

(a) U svrhe Odeljka 9.03(a) Standardnih uslova poslovanja, mišljenje u ime Zajmoprimca daje Ministarstvo pravde.

(b) U svrhe Odeljka 9.03(c) Standardnih uslova poslovanja, mišljenje ili mišljenja savetnika će u ime Projektnih subjekata dati [šef pravnog odeljenja] relevantnih Projektnih subjekata.

(c) U svrhe Odeljka 9.03 Standardnih uslova poslovanja, mišljenje će biti dato u ime Zajmoprimca, delujući preko MZŽS, koje je u njegovo ime izdalo Ministarstvo pravde, koje će potvrditi da su Ugovori o projektu uredno odobreni i dostavljeni u ime Zajmoprimca i da predstavljaju važeće i pravno obavezujuće obaveze Zajmoprimca, izvršive u skladu sa njegovim uslovima.

Odeljak 5.06. Raskid zbog nestupanja na snagu

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

ČLAN VI – RAZNO

Odeljak 6.01. Obaveštenja

Sledeće adrese se navode u svrhe Odeljka 10.01 Standardnih uslova poslovanja osim što će se smatrati da je svako obaveštenje dostavljeno lično, poštom, ili u pdf ili sličnom formatu elektronskom poštom:

Za Zajmoprimca:

Republika Srbije
Ministarstvo finansija
Kneza Miloša 20
11000 Beograd
Srbija

Za: Ministar finansija
Telefon: + 381 11 3642 626
E-mail adresa: kabinet@mfin.gov.rs

Za Banku:

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

Za: Sektor za administrativne poslove / Operativni broj 52642

Faks: + 44 20 7338 6000

E-mail adresa: oad@ebrd.com

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

REPUBLIKA SRBIJA

Potpisuje: _____

Ime: Siniša Mali, s.r.
Zvanje: Ministar finansija

**EVROPSKA BANKA
ZA OBNOVU I RAZVOJ**

Potpisuje: _____

Ime: Matteo Colangeli, s.r.
Zvanje: Regionalni Direktor, šef za Zapadni Balkan

PRILOG 1 – OPIS PROJEKTA

1. Svrha Projekta je da pruži pomoć Zajmoprimcu u razvoju regionalnih centara za upravljanje otpadom u pojedinim regionima Republike Srbije.

2. Projekat se sastoji od sledećih Delova, podložnih modifikacijama o kojima se Banka i Zajmoprimac mogu s vremena na vreme dogovoriti:

Deo 1 Projekta:

- (i) Izgradnja ili proširenje
 - a. regionalnog sistema upravljanja otpadom u regionu čvrstog otpada Kalenić („Eko-Tamnava” d.o.o je Projektni subjekt);
 - b. regionalni sistem upravljanja otpadom u regionu čvrstog otpada Sombor;
 - c. regionalni sistem upravljanja otpadom u regionu čvrstog otpada Duboko („Duboko” d.o.o je Projektni subjekt); i
 - d. regionalni sistem upravljanja otpadom u regionu čvrstog otpada Nova Varoš („Banija” d.o.o. je Projektni subjekt).
- (ii) Angažovanje odgovarajuće kvalifikovanih konsultanata kako bi pomogli u nadzoru radova i odgovarajućim studijama, nacrtima i tehničkoj pomoći.

Deo 2 Projekta:

- (i) Izgradnja
 - a. regionalnog sistema upravljanja otpadom u regionu čvrstog otpada Pirot;
 - b. regionalni sistem upravljanja otpadom u regionu čvrstog otpada Požarevac;
 - c. regionalni sistem upravljanja otpadom u regionu čvrstog otpada Inđije;
 - d. regionalni sistem upravljanja otpadom u regionu čvrstog otpada Sremska Mitrovica;
 - e. multi-regionalni primarni sistem sortiranja u okviru postojećih regiona čvrstog otpada.

Tačan obuhvat Dela 2 Projekta biće definisan tokom izrade dubinske analize (due diligence) i pre rezervisanja Tranše 2 Zajma. Odgovarajući Projektni subjekti će biti određeni u Obaveštenju o rezervisanju Tranše 2 Zajma.

- (ii) Angažovanje odgovarajuće kvalifikovanih konsultanata kako bi pomogli u nadzoru radova i odgovarajućim studijama, nacrtima i tehničkoj pomoći, kao i podrška nabavci i implementaciji.

3. Očekuje se da će Deo 1 Projekta biti završen do 31. decembra 2027. godine.

4. Očekuje se da će Deo 2 Projekta biti završen do datuma koji je određen u Obaveštenju o rezervisanju Tranše 2 Zajma.

PRILOG 2 – KATEGORIJE I POVLAČENJA SREDSTAVA

1. Tabela dodata ovom prilogu navodi kategorije koje će se finansirati iz sredstava Zajma, raspodelu iznosa između Dela 1 i Dela 2 Projekta svakoj kategoriji pojedinačno i procenat rashoda za stavke koje će se finansirati u svakoj kategoriji.
2. Bez obzira na odredbe stava 1. iznad, povlačenje sredstava neće biti izvršeno u vezi sa troškovima nastalim pre datuma Ugovora.

Dodatak Prilogu 2

Projekat ima 2 kategorije: Kategoriju I koja se odnosi na Deo 1 Projekta i Kategoriju II koja se odnosi na Deo 2 Projekta.

| Kategorija (I i II) | Iznos Zajma (u EUR) | % izdataka koji se finansiraju |
|--|--------------------------------|--|
| I - Deo 1 Projekta: | | |
| (1) Kapitalni troškovi (uključujući nepredviđene radove) | 43.915.000 | 100% (bez PDV-a i carinskih dažbina) |
| (2) Nadzor nad radovima, studije i nacrti i tehnička pomoć | 4.750.000 | 100% (bez PDV-a i carinskih dažbina) |
| (3) Nelocirani nepredviđeni radovi | 1.335.000 | 100% |
| Ukupno: | 50.000.000 | |
| II - Deo 2 Projekta: | | |
| (1) Kapitalni troškovi, podrška nabavkama, nadzor nad radovima, studije i nacrti i tehnička pomoć | 25.000.000 | 100% (bez PDV-a i carinskih dažbina) |
| Ukupno: | 25.000.000 | |

Član 3.

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