

Z A K O N

**O POTVRĐIVANJU UGOVORA O ZAJMU
PROJEKAT DALJINSKOG GREJANJA U
KRAGUJEVCU, IZMEĐU REPUBLIKE SRBIJE I
EVROPSKE BANKE ZA OBNOVU I RAZVOJ**

Član 1.

Potvrđuje se Ugovor o zajmu Projekat daljinskog grejanja u Kragujevcu, između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan u Beogradu, 2. jula 2021. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu Projekat daljinskog grejanja u Kragujevcu, između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

LOAN AGREEMENT

KRAGUJEVAC DISTRICT HEATING PROJECT

between

REPUBLIC OF SERBIA

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 2 July 2021

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LOAN AGREEMENT

AGREEMENT dated 2 July 2021 between **REPUBLIC OF SERBIA** represented by Mr. Siniša Mali, Minister of Finance of the Republic of Serbia, on behalf of the Government as representative of the Republic of Serbia (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

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

WHEREAS, the Borrower intends to implement the Project as described in Schedule 1 which is designed to assist in the (1) decommissioning of old coal boilers from the district heating system in the City of Kragujevac (the "**City**"), (2) installation of new natural gas based hot water boilers, with a total capacity of 110MW, (3) remediation of the ash disposal site and (4) supervision of the Project;

WHEREAS, the Project will be carried out by the Borrower, acting through the Ministry of Environmental Protection (the "**MEP**"), and Energetika d.o.o. Kragujevac (the "**Project Entity**"), a limited liability company registered under the laws of the Republic of Serbia and fully owned by the Republic of Serbia;

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

WHEREAS, the Bank has arranged or is in the process of arranging technical cooperation funds on a grant basis in an estimated amount of EUR 276,000 to assist the Project Entity with appraisal of the Project.

WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of up to EUR 18,000,000 (eighteen million Euros), divided into two Tranches, subject to the terms and conditions set forth or referred to in this Agreement dated the date hereof and in the project agreement dated the date hereof¹ between the Republic of Serbia, represented by the Minister of Environmental Protection of the Republic of Serbia, on behalf of the Government as representative of the Republic of Serbia, 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 1 October 2018 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein (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.

"Enforcement Policy and
Procedures"

means the Bank's Enforcement Policy and Procedures dated 4 October 2017.

"Fiscal Year"

means the Borrower's fiscal year commencing on 1 January of each year.

"Tranche"

means either of Tranche 1 or Tranche 2, as the context requires.

"Tranche 1"

means the maximum principal amount of the loan provided for in Section 2.01(b)(1) (Amount and Currency) of this Agreement or, as the context may require, the principal amount thereof from time to time outstanding.

"Tranche 2"

means the maximum principal amount of the loan provided for in Section 2.01(b)(2) (Amount and Currency) of this Agreement or, as the context may require, the principal amount thereof from time to time outstanding.

"Tranche 2

Commitment Date"

means the date on which the Bank gives a Tranche 2 Notice to the Borrower in accordance with the conditions described in Section 2.01(c)(2) of this Agreement.

"Tranche 2 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 up to EUR 18,000,000 (eighteen million Euros).

(b) The Loan shall consist of two Tranches, as follows:

(1) Tranche 1 in the amount of up to EUR 14,000,000 (fourteen million Euros); and

(2) Tranche 2 in the amount of up to EUR 4,000,000 (four million Euros).

(c) Notwithstanding anything to the contrary expressed or implied in this Agreement:

(1) Tranche 1 is committed from the date of the effectiveness of this Agreement; and

(2) Tranche 2 is uncommitted and will become committed only upon the Bank's determining in its absolute discretion, no later than 31 December 2022, that it is prepared to make Tranche 2 available, 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;

(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 revised Environmental and Social Action Plan has been agreed, in a manner satisfactory to the Bank; and

(C) the Bank shall have notified the Borrower in writing that Tranche 2 has been committed.

Section 2.02. Other Financial Terms of the Loan

(a) The Minimum Drawdown Amount shall be EUR 100,000, provided that no more than 10 Drawdowns shall be made.

(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 Tranche 1 in 25 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 of Tranche 1 being 25 October 2024 and the last Loan Repayment Date of Tranche 1 being 25 April 2037.

- (2) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire Tranche 1 amount prior to the first Loan Repayment Date of Tranche 1 specified in this Section 2.02.(e)(1), and (ii) the Bank extends the Last Availability Date of Tranche 1 specified in Section 2.02.(f)(1) below to a date which falls after such first Loan Repayment Date of Tranche 1, then the amount of each drawdown made on or after the first Loan Repayment Date of Tranche 1 shall be allocated for repayment in equal amounts to the several Loan Repayment Dates of Tranche 1 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.
- (3) The Borrower shall repay Tranche 2 in 25 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 of Tranche 2 being on the first Interest Payment Date falling immediately after the third anniversary of the date of the Tranche 2 Commitment Date and the last Loan Repayment Date of Tranche 2 being the twenty fifth Interest Payment Date following the first Loan Repayment Date for Tranche 2.
- (4) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire Tranche 2 amount prior to the first Loan Repayment Date of Tranche 2 specified in Section 2.02.(e)(3), and (ii) the Bank extends the Last Availability Date specified in Section 2.02.(f)(2) below to a date which falls after such first Loan Repayment Date of Tranche 2, then the amount of each Drawdown made on or after the first Loan Repayment Date of Tranche 2 shall be allocated for repayment in equal amounts to the several Loan Repayment Dates of Tranche 2 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) (1) The Last Availability Date of Tranche 1 shall be the third anniversary of the date of this Agreement, or such later date that the Bank may in its discretion establish in accordance with the Standard Terms and Conditions and notify to the Borrower. Any extension of the Last Availability Date of Tranche 1 will be effected through the means of exchange of letters between the Bank and the Borrower.
- (2) The Last Availability Date of Tranche 2 shall be the third anniversary of the Tranche 2 Commitment Date, as described in Section 2.01(c) of this Agreement, or such later date that the Bank may in its discretion establish in accordance with the Standard Terms and Conditions and notify to the Borrower. Any extension of the Last Availability Date of Tranche 2 will be effected 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 and (ii) the Tranche 2 Commitment Date for Tranche 2.
- (h) (A) The rate of the Front-end Commission shall be payable in accordance with the terms of the Standard Terms and Conditions and shall be in an amount of (i) EUR 140,000 for Tranche 1 and (ii) EUR 40,000 for Tranche 2; and

(B) The Bank shall, on behalf of the Borrower, be entitled to draw down from the Available Amount of each of Tranche 1 and Tranche 2, on the Effective Date for Tranche 1 and on the Tranche 2 Commitment Date, or (at the Bank's option), within seven (7) days of each such dates, respectively, and pay to itself the amounts of the above Front-end Commission with respect to Tranche 1 and Tranche 2, respectively, and such amounts shall be due and payable on such respective dates.

(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

The committed Available Amount of each of Tranche 1 and Tranche 2 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 due and payable in relation to Tranche 1 or Tranche 2, respectively.

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) Acting through the MEP, delegate to the Project Entity the day-to-day management of the Project, including, but not limited to, the consolidated financial and procurement management;
- (b) Acting through the Ministry of Mining and Energy, prepare and adopt a National Energy and Climate Plan prior to 1 March 2022.
- (c) Acting through the MEP, perform all of its obligations under the Project Agreement, including without limitation its obligations relating to:
 - (1) the establishment and operation, together with the Project Entity, of a project implementation unit as provided for in Section 2.03 of the Project Agreement;
 - (2) the procurement of goods, works and services from the Project as provided for in Section 2.04 of the Project Agreement;
 - (3) the environmental and social matters as provided for in Section 2.05 of the Project Agreement;
 - (4) the employment and use of consultants to assist in the implementation of the Project as provided for in Section 2.06 of the Project Agreement;
 - (5) together with the Project Entity, the 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;

- (d) Acting through the MEP, cause the Project Entity to perform all of its obligations under the Project Agreement, including without limitation its obligations relating to:
- (1) the establishment and operation, together with the Borrower, acting through the MEP, of a project implementation unit as provided for in Section 2.03 of the Project Agreement;
 - (2) the environmental and social matters as provided for in Section 2.05 of the Project Agreement;
 - (3) the preparation and submission of reports on matters relating to the Project and to the Project Entity's operations as provided for in Section 2.08 of the Project Agreement;
 - (4) together with the Borrower, acting through the MEP, the 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;
 - (5) the compliance with all covenants regarding financial and operational aspects of the Project and the Project Entity as provided for in Section 3.02 and 3.03 of the Project Agreement;
 - (6) ensuring that all goods, works and services financed out of the proceeds of the loan for the Project to be used exclusively for the purposes of the Project;
- (e) Take, or cause to be taken, all additional action necessary to provide adequate funds for the completion of the Project;
- (f) Exempt from VAT and customs duties (all goods, works and services (including consultancy services)), procured by the Borrower acting through the MEP or the Project Entity for the Project and financed from the proceeds of the Loan or any technical cooperation funds made available by the Bank, or provide for their reimbursement; and
- (g) 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 Entity, and for carrying on of the Project Entity's business, including all approvals and licenses necessary to ensure that the Project Entity is granted rights of way and other land use rights necessary for carrying out the Project.

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 district heating 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.

Section 4.02. Acceleration of Maturity

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

Any of the events specified in Section 4.01(a) and Section 4.01(b) of this Agreement shall have occurred and continued without remedy for thirty (30) days after notice thereof has been given by the Bank to the Borrower. For the avoidance of doubt, the occurrence of the event specified in Section 4.01(c) of this Agreement shall constitute an immediate Event of Acceleration in accordance with Section 7.06 of the Standard Terms and Conditions.

ARTICLE V - EFFECTIVENESS

Section 5.01. Conditions Precedent to Effectiveness

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

- (a) The project implementation unit has been established by the Borrower and the Project Entity with adequate resources and suitably qualified personnel, in form and substance satisfactory to the Bank, and is operational; and
- (b) The execution of the Project Agreement by the duly authorised parties thereto;
- (c) Ratification of this Agreement by the Parliament of the Republic of Serbia and publication of such ratification in the Official Gazette of the Republic of Serbia.

Section 5.02. Conditions Precedent to First Drawdown of Tranche 1

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

The Borrower, acting through the MEP, shall have appointed an independent engineer to supervise the Project construction works.

Section 5.03. Conditions Precedent to Commitment of Tranche 2

Always subject to Section 5.01 of this Agreement and Section 9.02 of the Standard Terms and Conditions, the Bank shall determine in its sole discretion whether to make Tranche 2 available to the Borrower. Such determination by the Bank shall also be subject to the prior fulfilment, in form and substance satisfactory to the Bank, of the following conditions precedent:

- (a) the technical environmental and social due diligence on Part 2 of the Project by the Bank and its external consultants has been completed, and the revised Environmental and Social Action Plan has been agreed, in a manner satisfactory to the Bank; and
- (b) the Bank shall have received, in form and substance satisfactory to the Bank, any other conditions precedent the Bank may reasonably require, at the sole discretion of the Bank at the time the Tranche 2 Notice is delivered by the Bank in accordance with Section 2.01(c)(2) hereof.

Once the Bank has received satisfactory evidence as contemplated above and has determined in its sole discretion to make the Tranche 2 available to the Borrower, it shall deliver a Tranche 2 Notice in accordance with Section 2.01(c)(2) hereof.

Section 5.04. Legal Opinions

(a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion shall be given on behalf of the Borrower by the Ministry of Justice and shall confirm that the Loan Agreement has been duly authorised or ratified by and delivered on behalf of the Borrower and constitute valid and legally binding obligations of the Borrower, enforceable in accordance with their terms.

(b) For purposes of Section 9.02(b) of the Standard Terms and Conditions, the Borrower, acting through the MEP, shall provide an opinion issued by the Ministry of Justice on its behalf, which shall confirm that the Project Agreement has 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.

(c) For purposes of Section 9.03(c) of the Standard Terms and Conditions, the opinion shall be given on behalf of the Project Entity by the head of legal department of the Project Entity and shall confirm that the Project Agreement has been duly authorised and executed and deliver by the Project Entity and constitutes valid and legally binding obligations of the Project Entity, enforceable in accordance with its terms.

Section 5.05. Termination for Failure to Become Effective

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

ARTICLE VI - MISCELLANEOUS**Section 6.01. Notices**

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

For the Borrower:

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

Attention: Minister of Finance

Fax: + 381 11 361 8961

For the Bank:

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

Attention: Operation Administration Department / Operation No. 52593
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 on the day and year first above written.

REPUBLIC OF SERBIA

By: _____

Name: Mr. Siniša Mali

Title: Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____

Name: Mr. Matteo Colangeli

Title: Director, Regional Head of Western Balkans

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

The Project involves the modernisation of the City's district heating system and replacement of its current coal-fired generation plant, which will enable a complete phase-out of coal from the City's district heating supply. The Project will substantially reduce or eliminate emissions of sulphur oxides and particulate matter, decrease CO₂ emissions and substantially improve energy efficiency of the system. The environmental and social benefits are associated with the overall improvement in the quality and reliability of heating services, reduction in fuel consumption and air/land/underground water pollution as well as heat and water losses. The Project will also address a major environmental issue related to ash and slag disposal.

The Project consists of the following Parts, subject to such modifications thereof as may be agreed between the Bank and the Borrower in writing:

Part 1 (to be financed by Tranche 1): 1) decommissioning of old coal boilers from the district heating system in the City, 2) installation of new natural gas-based hot water boilers, with a total capacity of 110MW, 3) supervision of works by an independent engineer. The works are expected to commence shortly after signing of the Loan Agreement. Part 1 is expected to be completed by the end of 2023.

Part 2 (to be financed by Tranche 2): remediation of the ash disposal site located at the Project Entity and engagement of suitably qualified consultants to assist in Procurement and Project implementation support, and supervision of construction works. The Part 2 (and the related Tranche 2) is subject to further due diligence which is expected to be finalised by the end of 2021. To the extent it proceeds, Part 2 would be expected to be completed by the end of 2024.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table below sets forth the categories of items to be financed out of the proceeds of Tranche 1 and Tranche 2, the allocation of the amounts of the Tranche 1 and Tranche 2 to each category, and the percentage of expenditures for items to be financed in each category.
2. For the avoidance of doubt, no Drawdown shall be made until and unless this Agreement has become effective and, in the case of Tranche 2, such Tranche has been committed, in each case in accordance with this Agreement.
3. Notwithstanding the provisions of paragraph 1 above, no Drawdown shall be made in respect of expenditures incurred prior to the date of this Agreement.
4. The Bank shall be entitled to draw down on behalf of the Borrower and pay to itself, as and when due, the Front-end Commission in respect of each of Tranche 1 and Tranche 2 as contemplated by Section 2.03 of this Agreement.

Category	Amount of the Loan (EUR)	% of Expenditures to be financed
Category 1 Part 1/Tranche 1:		
(1) Civil Works (including contingencies)	13,260,000	100% (excluding VAT and custom duties)
(2) Support in supervision of works	600,000	100% (excluding VAT)
(3) Front-end Commission	140,000	100%
Total Part 1/Tranche 1:	14,000,000	
Category 2 Part 2/Tranche 2:		
(1) Civil Works (including contingencies)	3,610,000	100% (excluding VAT and custom duties)
(2) Support in project implementation and supervision of works	350,000	100% (excluding VAT)
(3) Front-end Commission	40,000	100%
Total Part 2/Tranche 2:	4,000,000	

UGOVOR O ZAJMU

PROJEKAT DALJINSKOG GREJANJA U KRAGUJEVCU

između

REPUBLIKE SRBIJE

i

**EVROPSKE BANKE
ZA OBNOVU I RAZVOJ**

Datum: 2. jul 2021. godine

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UGOVOR O ZAJMU

UGOVOR od 2. jula 2021. godine između **REPUBLIKE SRBIJE** koju predstavlja gospodin Siniša Mali, ministar finansija, u ime Vlade kao zastupnika Republike Srbije („Zajmoprimac“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“).

PREAMBULA

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

S OBZIROM NA TO DA Zajmoprimac namerava da sprovede Projekat kao što je opisano u Prilogu 1 koji je osmišljen da pomogne u (1) rashodovanju starih kotlova na uglj iz sistema daljinskog grejanja u gradu Kragujevcu („Grad“), (2) ugradnji novih kotlova za toplu vodu na bazi prirodnog gasa, ukupnog kapaciteta 110MW, (3) sanacija odlagališta pepela i (4) nadzor nad projektom;

S OBZIROM NA TO DA će projekat sprovoditi Zajmoprimac preko Ministarstva za zaštitu životne sredine („MZŽS“) i Energetike d.o.o. Kragujevac („Projektni subjekt“), društva sa ograničenom odgovornošću registrovanog po zakonima Republike Srbija i u potpunosti u vlasništvu Republike Srbije;

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

S OBZIROM NA TO DA je Banka organizovala ili je u procesu organizovanja fondova tehničke saradnje na bazi donacije u procenjenom iznosu od 276.000 EUR kako bi pomogla Projektom subjektu u proceni Projekta.

S OBZIROM NA TO DA se Banka saglasila na osnovu, između ostalog, gore navedenog da Zajmoprimcu odobri zajam u iznosu do 18.000.000 EUR (osamnaest miliona evra), podeljen u dve tranše, saglasno uslovima koje utvrđuju ili na koje upućuju ovaj ugovor od datuma ovog ugovora i ugovor o projektu zaključenog na datum ovog ugovora između Republike Srbije, koju predstavlja ministar zaštite životne sredine Republike Srbije u ime Vlade kao zastupnika Republike Srbije, Projektog subjekta i Banke („**Ugovor o projektu**“) kao što 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 1. oktobra 2018. godine ovim su unete u ovaj ugovor i primenjuju se na ovaj ugovor sa istim dejstvom kao da su u potpunosti ovde navedene („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.
„Politika i procedure primene”	znači Politika i procedure primene Banke od 4. oktobra 2017. godine.
„Fiskalna godina”	znači fiskalnu godinu Zajmoprimca koja počinje 1. januara svake godine.
„Tranša”	znači bilo Tranša 1 ili Tranša 2, kako to kontekst bude zahtevao.
„Tranša 1”	znači maksimalni iznos glavnice zajma predviđen u 2.01.(b)(1) (Iznos i valuta) ovog ugovora ili, kako to kontekst bude zahtevao, s vremena na vreme neizmireni iznos glavnice zajma.
„Tranša 2”	znači maksimalni iznos glavnice zajma predviđen u 2.01.(b)(2) (Iznos i valuta) ovog ugovora ili, kako to kontekst bude zahtevao, s vremena na vreme neizmireni iznos glavnice zajma.
„Datum opredeljenja za Tranšu 2”	znači datum kada Banka daje Zajmoprimcu Obaveštenje o Tranši 2 u skladu sa uslovima opisanim u Odeljku 2.01(c)(2) ovog ugovora.
„Obaveštenje o Tranši 2”	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 18.000.000 EUR (osamnaest miliona evra).

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

(1) Tranša 1 u iznosu od 14.000.000 EUR (četnaest miliona evra);

(2) Tranša 2 u iznosu od 4.000.000 EUR (četiri miliona evra).

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

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

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

(A) Banka je primila pisani zahtev za opredeljivanje obaveze Tranše 2;

(B) tehnička ekološka i socijalna dubinska analiza (due diligence) Dela 2 Projekta od strane Banke i njenih spoljnih konsultanata je završena, i revidirani Ekološki i socijalni akcioni plan (ESAP) je dogovoren, na način zadovoljavajući za Banku; i

(C) Banka je pisanim putem obavestila Zajmoprimca da je Tranša 2 opredeljena.

Odeljak 2.02. Ostali finansijski uslovi Zajma

(a) Minimalni iznos za povlačenje je 100.000 EUR , pod uslovom da ne bude više od 10 povlačenja.

(b) Minimalni iznos prevremenog plaćanja je 1.000.000 EUR.

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

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

(e) (1) Zajmoprimac otplaćuje Tranšu 1 u 25 jednakih (ili približno jednakih, u mogućoj meri) polugodišnjih rata, 25. aprila i 25. oktobra svake godine, pri čemu je prvi Datum otplate Zajma Tranše 1 25. oktobar 2024. godine, a poslednji Datum otplate Zajma Tranše 1 25. april 2037. godine.

(2) Bez obzira na napred navedeno, u slučaju da (i) Zajmoprimac ne povuče celokupni iznos Tranše 1 pre prvog Datuma otplate Zajma Tranše 1, navedenog u ovom odeljku 2.02.(e)(1) i (ii) Banka produži Poslednji datum raspoloživosti Tranše 1 naveden u ovom odeljku 2.02.(f)(1) ispod do datuma koji pada posle takvog prvog Datuma otplate Zajma Tranše 1, tada se svako povlačenje izvršeno na datum ili nakon prvog Datuma otplate Zajma Tranše 1 raspodeljuje za otplatu u jednakim iznosima na nekoliko Datuma otplate Zajma Tranše 1 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.

(3) Zajmoprimac otplaćuje Tranšu 2 u 25 jednakih (ili približno jednakih, u mogućoj meri) polugodišnjih rata, 25. aprila i 25. oktobra svake godine, pri čemu prvi Datum otplate Zajma Tranše 2 pada na prvi Datum plaćanja kamate koji pada odmah nakon treće godišnjice datuma Datuma opredeljenja za Tranšu 2 i poslednji Datum otplate Zajma Tranše 2 koji je dvadeset peti Datum plaćanja kamate koji sledi nakon prvog Datuma otplate Zajma za Tranšu 2.

(4) Bez obzira na napred navedeno, u slučaju da (i) Zajmoprimac ne povuče celokupni iznos Tranše 2 pre prvog Datuma otplate Zajma Tranše 2, navedenog u odeljku 2.02.(e)(3) i (ii) Banka produži Poslednji datum raspoloživosti naveden u ovom odeljku 2.02.(f)(2) ispod do datuma koji pada posle takvog prvog Datuma otplate Zajma Tranše 2, tada se svako povlačenje izvršeno na datum ili nakon prvog Datuma otplate Zajma Tranše 2 raspodeljuje za otplatu u jednakim iznosima na nekoliko Datuma otplate Zajma Tranše 2 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) (1) Krajnji datum raspoloživosti Tranše 1 će biti na treću godišnjicu od datuma ovog ugovora, ili kasniji datum koji Banka može po svom nahođenju odrediti u skladu sa Standardnim uslovima poslovanja i saopštiti Zajmoprimcu. Svaki produžetak Poslednjeg datuma raspoloživosti Tranše 1 biće izvršen putem razmene pisama između Banke i Zajmoprimca.

(2) Krajnji datum raspoloživosti Tranše 2 biće na treću godišnjicu Datuma opredeljenja za Tranšu 2, kao što je opisano u Odeljku 2.01(c), ili kasniji datum koji Banka može po svom nahođenju odrediti u skladu sa Standardnim uslovima poslovanja i saopštiti Zajmoprimcu. Svaki produžetak Poslednjeg datuma raspoloživosti Tranše 2 biće izvršen 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 i (ii) Datuma opredeljenja za Tranšu 2.

(h) (A) Stopa Upisne naknade će se plaćati u skladu sa uslovima Standardnih uslova poslovanja i iznosiće (i) 140.000 EUR za Tranšu 1 i (ii) 40.000 EUR za Tranšu 2; i

(B) Banka će, u ime Zajmoprimca, imati pravo na povlačenje iz Raspoloživog iznosa Tranše 1 i Tranše 2, na datum stupanja na snagu za Tranšu 1 i na Datum opredeljenja za Tranšu 2, ili (prema Opciji banke), u roku od sedam (7) dana od svakog takvog datuma, i isplati sebi iznose gore navedene Upisne naknade u odnosu na Tranšu 1 i Tranšu 2, a takvi iznosi dospevaju i plaćaju se na te odgovarajuće datume.

(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

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

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, delegirati Projektnom subjektu svakodnevno upravljanje Projektom, uključujući, ali ne ograničavajući se na konsolidovano finansijsko upravljanje i upravljanje nabavkama;

(b) Postupajući preko Ministarstva rudarstva i energetike, pripremiti i usvojiti Nacionalni energetska i klimatski plan pre 1. marta 2022. godine.

(c) Postupajući preko MZŽS, izvršava sve svoje obaveze prema Ugovoru o projektu, uključujući bez ograničenja njegove obaveze koje se odnose na:

(1) uspostavljanje i rad, zajedno sa Projektnim subjektom, jedinice za sprovođenje projekta kako je predviđeno u Odeljku 2.03 Ugovora o projektu;

(2) nabavka dobara, radova i usluga iz Projekta kako je predviđeno u Odeljku 2.04 Ugovora o projektu;

(3) ekološka i socijalna pitanja kako je predviđeno u Odeljku 2.05 Ugovora o projektu;

(4) zapošljavanje i korišćenje konsultanata koji će pomagati u sprovođenju Projekta, kako je predviđeno u Odeljku 2.06 Ugovora o projektu;

(5) zajedno sa Projektnim subjektom, održavanje procedura, evidencija i računa, priprema, revizija i podnošenje Banci finansijskih izvjava i dostavljanje Banci svih drugih relevantnih informacija u vezi sa Projektom ili aktivnostima Projektnog subjekta kako je predviđeno u Odeljku 3.01 Ugovora o projektu;

(d) Postupajući preko MZŽS, učiniti da Projektni subjekt izvršava sve svoje obaveze prema Ugovoru o projektu, uključujući bez ograničenja njegove obaveze koje se odnose na:

- (1) uspostavljanje i funkcionisanje, zajedno sa Zajmoprimcem, delujući preko MZŽS, jedinice za sprovođenje projekta kako je predviđeno u Odeljku 2.03 Ugovora o projektu;
- (2) ekološka i socijalna pitanja kako je predviđeno u Odeljku 2.05 Ugovora o projektu;
- (3) pripremu i podnošenje izveštaja o pitanjima koji se odnose na Projekat i na aktivnosti Projektnog subjekta kako je predviđeno u Odeljku 2.08 Ugovora o projektu;
- (4) zajedno sa Zajmoprimcem, postupajući preko MZŽS, održavanje procedura, evidencija i računa, priprema, revizija i dostavljanje Banci finansijskih izjava i obezbeđivanje Banci svih drugih relevantnih informacija u vezi sa Projektom ili aktivnostima Projektnog subjekta kako je predviđeno u Odeljku 3.01 Ugovora o projektu;
- (5) usklađenost sa svim odredbama u vezi sa finansijskim i operativnim aspektima Projekta i Projektnog subjekta, kako je predviđeno u Odeljku 3.02 i 3.03 Ugovora o projektu;
- (6) obezbeđivanje da se sva roba, radovi i usluge finansirani iz prihoda od zajma za Projekat koriste isključivo u svrhe Projekta;

(e) Preduzme ili podstakne preduzimanje svih dodatnih radnji potrebnih za obezbeđivanje odgovarajućih sredstava za završetak Projekta;

(f) Oslobodi od PDV-a i carina (svu robu, radove i usluge (uključujući konsultantske usluge)), koje je Zajmoprimac nabavio preko MZŽS ili Projektnog subjekta za Projekat i finansirao iz sredstava Zajma ili bilo kojim sredstvima za tehničku saradnju koje Banka stavlja na raspolaganje ili obezbeđuje njihovu nadoknadu; i

(g) Obezbediti ili omogućiti da se, na zahtev, obezbede sve vladine licence, odobrenja ili saglasnosti potrebne za finansiranje i sprovođenje Projekta od strane Projektnog subjekta i za obavljanje poslova Projektnog subjekta, uključujući sva odobrenja i licence neophodne da bi se osiguralo da Projektni subjekt dobije prava prolaza i druga prava korišćenja zemljišta neophodna za sprovođenje Projekta;

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 daljinskog grejanja 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 Ugovoru o projektu;

(b) Statut bude izmenjen, obustavljen, stavljen van snage, opozvan ili se od njega odustane na način koji bi bitno i negativno uticao na Projekat ili sposobnost Projektnog subjekta da ispuni svoje obaveze po Ugovoru o Projektu; ili

(c) Kontrola Projektnog subjekta bude prenetna 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:

Ukoliko nastupi bilo koji od slučajeva navedenih u Odeljku 4.01(a) i 4.01(b) ovog ugovora i ne otkloni se za trideset (30) dana nakon što Banka o tome obavesti Zajmoprimca. Da bi se izbegla sumnja, pojava događaja navedenog u Odeljku 4.01(c) ovog ugovora predstavljaće trenutni Događaj ubrzanja u skladu sa Odeljkom 7.06 Standardnih uslova poslovanja.

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) Jedinica za sprovođenje projekta koju su osnovali Zajmoprimac i Projektni subjekt sa adekvatnim resursima i odgovarajućim kvalifikovanim zaposlenima, u formi i sadržaju koji su zadovoljavajući za Banku, je operativna;

(b) Potpisivanje Ugovora o projektu od strane ovlašćenih strana; i

(c) Ratifikacija ovog ugovora u Narodnoj skupštini Republike Srbije i objavljivanje takve ratifikacije u Službenom glasniku Republike Srbije.

Odeljak 5.02. Uslovi koji prethode prvom povlačenju Tranše 1

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

Zajmoprimac će, postupajući preko MZZS, imenovati nezavisnog inženjera koji će nadgledati građevinske radove na Projektu.

Odeljak 5.03. Uslovi koji prethode opredeljenju Tranše 2

Uvek podležući Odeljku 5.01 ovog ugovora i Odeljku 9.02 Standardnih uslova poslovanja, Banka će prema sopstvenom nahođenju utvrditi da li će Tranšu 2 staviti na raspolaganje Zajmoprimcu. Takvo utvrđivanje od strane Banke takođe podleže prethodnom ispunjavanju, u obliku i sadržaju koji su zadovoljavajući za Banku, sledećih prethodnih uslova:

(a) tehnička ekološka i socijalna dubinska analiza (due diligence) na delu 2 Projekta, od strane Banke i njenih spoljnih konsultanata, je završena i dogovoren je revidirani Ekološki i socijalni akcioni plan (ESAP), na način zadovoljavajući za Banku;

(b) Banka će primiti, u obliku i sadržaju koji su za nju zadovoljavajući, bilo koje druge prethodne uslove koje Banka može razumno zahtevati, po isključivom nahođenju Banke u trenutku kada Banka dostavi Obaveštenje o Tranši 2 u skladu sa Odeljkom 2.01(c)(2) ovog ugovora.

Jednom kada Banka dobije zadovoljavajuće dokaze kako je prethodno predviđeno i odluči po svom nahođenju da Tranšu 2 stavi na raspolaganje Zajmoprimcu, dostaviće Obaveštenje o Tranši 2 u skladu sa Odeljkom 2.01(c)(2) ovog ugovora.

Odeljak 5.04 Pravna mišljenja

(a) U svrhe Odeljka 9.03(a) Standardnih uslova poslovanja, mišljenje u ime Zajmoprimca daje Ministarstvo pravde, i potvrdiće da je Ugovor o zajmu uredno odobren ili ratifikovan i dostavljen u ime Zajmoprimca i da predstavlja važeće i pravno obavezujuće obaveze Zajmoprimca, izvršive u skladu sa njegovim uslovima.

(b) U svrhe Odeljka 9.02(b) Standardnih uslova poslovanja, Zajmoprimac će, delujući preko MZŽS, dostaviti mišljenje koje je u njegovo ime izdalo Ministarstvo pravde, koje će potvrditi da je Ugovor o projektu uredno odobren i dostavljen u ime Zajmoprimca i da predstavlja važeće i pravno obavezujuće obaveze Zajmoprimca, izvršive u skladu sa njegovim uslovima.

(c) U svrhe Odeljka 9.03(c) Standardnih uslova poslovanja, mišljenje u ime Projektnog subjekta daje rukovodilac pravnog sektora Projektnog subjekta i potvrđuje da je Ugovor o projektu propisno odobren, potpisan i dostavljen od strane Projektnog subjekta i predstavlja punovažne i pravno obavezujuće obaveze Projektnog subjekta, izvršive u skladu sa njegovim uslovima.

Odeljak 5.05. Raskid zbog nestupanja na snagu

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

ČLAN VI – RAZNO

Odeljak 6.01. Obaveštenja

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

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije
Kneza Miloša 20
11000 Beograd
Srbija

Za: ministra finansija

Faks: + 381 11 361 8961

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

Za Banku:

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

Za: Sektor za administrativne poslove / Operativni broj 52593

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 na dan, i u godini kako su napred navedeni.

REPUBLIKA SRBIJA

Potpisuje: _____

Ime: gospodin Siniša Mali, s.r.
Zvanje: ministar finansija

EVROPSKA BANKA ZA OBNOVU I RAZVOJ

Potpisuje: _____

Ime: gospodin Matteo Colangeli, s.r.
Zvanje: direktor za region Zapadnog Balkana

PRILOG 1 – OPIS PROJEKTA

Projekat uključuje modernizaciju gradskog sistema daljinskog grejanja i zamenu postojećeg postrojenja na ugalj, što će omogućiti potpuno ukidanje uglja iz gradskog daljinskog grejanja. Projekat će značajno smanjiti ili eliminisati emisije sumpornih oksida i čvrstih čestica, smanjiti emisiju CO₂ i značajno poboljšati energetske efikasnosti sistema. Ekološke i socijalne koristi povezane su sa ukupnim poboljšanjem kvaliteta i pouzdanosti usluga grejanja, smanjenjem potrošnje goriva i zagađenja vazduha / zemlje / podzemnih voda, kao i gubicima toplote i vode. Projekat će se takođe baviti glavnim ekološkim problemom koji se odnosi na odlaganje pepela i šljake.

Projekat se sastoji od sledećih delova, podložnih izmenama koje se dogovore između Banke i Zajmoprimca u pisanom obliku:

Deo 1 (koji će se finansirati iz Tranše 1): 1) rashodovanje starih kotlova na ugalj iz sistema daljinskog grejanja u gradu, 2) ugradnja novih kotlova za toplu vodu na bazi prirodnog gasa, ukupnog kapaciteta 110MW, 3) nadzor nad radovima od strane nezavisnog inženjera. Očekuje se da će radovi započeti ubrzo nakon potpisivanja Ugovora o zajmu. Očekuje se da će Deo 1 biti završen do kraja 2023. godine.

Deo 2 (koji će se finansirati iz Tranše 2): sanacija odlagališta pepela koja se nalazi na lokaciji Projektnog subjekta i angažovanje odgovarajuće kvalifikovanih konsultanata koji će pomagati u nabavci i sprovođenju projekta i nadzoru nad građevinskim radovima. Deo 2 (i s njim povezana Tranša 2) je predmet dalje dubinske analize (due diligence) koja se očekuje da bude završena do kraja 2021. godine. U meri u kojoj je to moguće, očekuje se da će Deo 2 biti završen do kraja 2024. godine.

PRILOG 2 – KATEGORIJE I POVLAČENJA SREDSTAVA

1. Tabela u nastavku definiše kategorije stavki koje će se finansirati iz sredstava Tranše 1 i Tranše 2, alokaciju iznosa Tranše 1 i Tranše 2 za svaku kategoriju i procenat izdataka za stavke koje će se finansirati u svakoj kategoriji.
2. Da bi se izbegla sumnja, neće se vršiti povlačenje dok i ukoliko ovaj ugovor ne stupi na snagu i, u slučaju Tranše 2, dok takva tranša ne bude opredeljena, u svakom pojedinačnom slučaju u skladu sa ovim ugovorom.
3. Bez obzira na odredbe stava 1. iznad, neće se izvršiti povlačenje sredstava za troškove koji su nastali pre datuma ovog ugovora.
4. Banka će imati pravo da povlači u ime Zajmoprimca i plaća sebi, kako i kada dospeva, Upisnu naknadu za svaku pojedinačno Tranšu 1 i Tranšu 2 kako je predviđeno u Odeljku 2.03 ovog ugovora.

Kategorija	Iznos Zajma (u EUR)	% izdataka koji se finansiraju
Kategorija 1 Deo 1/Tranša 1:		
(1) Građevinski radovi (uključujući nepredviđene radove)	13.260.000	100% (bez PDV-a i carinskih dažbina)
(2) Podrška u nadzoru nad radovima	600.000	100% (bez PDA-a)
(3) Upisna naknada	140.000	100%
Ukupno Deo 1/Tranša 1:	14.000.000	
Kategorija 2 Deo 2/Tranša 2:		
(1) Građevinski radovi (uključujući nepredviđene radove)	3.610.000	100% (bez PDV-a i carinskih dažbina)
(2) Podrška u sprovođenju projekta i nadzor nad radovima	350.000	100% (bez PDA-a)
(3) Upisna naknada	40.000	100%
Ukupno Deo 2/Tranša 2:	4.000.000	

Član 3.

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