

Z A K O N

O POTVRĐIVANJU SPORAZUMA O ZAJMU („DODATNO FINANSIRANJE PROJEKTA REKONSTRUKCIJE SAOBRAĆAJA”) IZMEĐU REPUBLIKE SRBIJE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Sporazum o zajmu („Dodatno finansiranje projekta rekonstrukcije saobraćaja”) između Republike Srbije i Međunarodne banke za obnovu i razvoj, potpisan 27. jula 2007. godine u Beogradu.

Član 2.

Tekst Sporazuma o zajmu („Dodatno finansiranje projekta rekonstrukcije saobraćaja”) između Republike Srbije i Međunarodne banke za obnovu i razvoj, u originalu na engleskom i prevodu na srpski jezik glasi:

LOAN NUMBER 7463-YF

Loan Agreement

(Additional Financing for the Transport Rehabilitation Project)

between

REPUBLIC OF SERBIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated 27 July, 2007

LOAN NUMBER 7463-YF**LOAN AGREEMENT**

Agreement dated 27 July , 2007, between REPUBLIC OF SERBIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Borrower and the Bank hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 2.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions.

ARTICLE II – LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of thirty six million eight hundred thousand Euro (€36,800,000) (“Loan”), as such amount may be converted from time to time through a currency conversion in accordance with the provisions of Section 2.08 of this Agreement, to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Commitment Charge payable by the Borrower shall be equal to three-fourths of one percent (3/4 of 1%) per annum on the Unwithdrawn Loan Balance, subject to any waiver of a portion of such charge as may be determined by the Bank from time to time.
- 2.04. The Front-end Fee payable by the Borrower shall be equal to one percent (1.0%) of the Loan amount, subject to any waiver of a portion of such fee as may be determined by the Bank from time to time.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed Spread, subject to any waiver of a portion of such interest as may be determined by the Bank from time to time; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions.
- 2.06. The Payment Dates are February 15 and August 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management:
 - (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency;

- (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan from a Variable Rate to a Fixed Rate, or vice versa; and
 - (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
 - (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.04 (c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

ARTICLE III – PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project, through the PEPS, in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV - REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following: that the Borrower's Decision No. 115/05 has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the PEPS to perform any of its obligations under the Subsidiary Agreement.
- 4.02. The Additional Event of Acceleration consists of the following: the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V - EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following: that the Subsidiary Agreement has been executed on behalf of the Borrower and the PEPS.
- 5.02. The Additional Legal Matter consists of the following: that the Subsidiary Agreement has been duly authorized or ratified by the Borrower and the PEPS and is legally binding upon the Borrower and the PEPS in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI - REPRESENTATIVE; ADDRESSES

6.01. The Borrower's Representative is its Minister of Finance.

6.02. The Borrower's Address is:

Ministry of Finance
Government of the Republic of Serbia
Kneza Miloša 20
11000 Belgrade
Republic of Serbia

Facsimile:
381-11-3618-961

6.03. The Bank's Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

INTBAFRAD
Washington, D.C.

Telex:

248423(MCI) or
64145(MCI)

Facsimile:

1-202-477-6391

AGREED at Belgrade, Republic of Serbia, as of the day and year first above written.

REPUBLIC OF SERBIA

By /s / Mirko Cvetkovic

Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ Simon Gray

Authorized Representative

SCHEDULE 1

Project Description

The objectives of the Project are to assist the Borrower in reducing cost and improving safety for road users by means of: (a) improving the condition of selected road sections of the main and regional road network; (b) improving the effectiveness of road maintenance, through the introduction of performance-based contracting in two pilot regions; and (c) introducing safe road design principles, road safety audits and targeted improvement measures.

The Project consists of the Original Project and the following additional parts:

Part 1. Performance-Based Road Maintenance

Support towards the rolling over and extension of the ongoing performance-based road maintenance contracts under the Original Project in the pilot regions of Macva and Kolubara covering about 660km and 517km of main and regional roads respectively.

Part 2. Road Rehabilitation

Rehabilitation of at least seven additional sections of the primary road network including sections of the following roads: (a) Prokuplje – Mala Plana, (M-25, 8.3 km); (b) Odzaci and Kula (M3); (c) Medjuluzje – Krcevac (M23) and Krcevac – Topola (M4); (d) Marcovica (West of Cacak) – Ovcara Banja (M5); (e) Kac (East of Novi Sad) – Zabalj (M7); (f) Kruzni Put – Grocka – Smederevo (Regional road R100); and (g) Valjevo – Pricevici (M-4) all through the provision of works, goods and services.

Part 3. Assorted Consultant Services

Provision of technical assistance for supervision of road maintenance and rehabilitation works, including environmental monitoring.

Part 4. Road Safety Improvement

Support towards road safety improvement activities, including elimination of dangerous (black) spots on the main road network and road safety audits of the rehabilitated sections and in the pilot regions of Macva and Kolubara.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Subsidiary Agreement

1. To facilitate the carrying out of the Project by the PEPS, the Borrower shall, through the ministry responsible for infrastructure, make the proceeds of the Loan available to the PEPS under a subsidiary agreement between the Borrower and the Project Implementing Entity ("Subsidiary Agreement"), under terms and conditions approved by the Bank.

2. The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

B. Institutional and Other Arrangements

The Borrower shall cause PEPS to carry out the Project in accordance with the following institutional and other arrangements:

1. The PIT, within the PEPS, shall have overall responsibility for Project implementation, including procurement, financial management, Project monitoring and evaluation, and management of environmental and social issues.

2. The PEPS shall maintain the PIT, for the entire duration of Project implementation, with terms of reference satisfactory to the Bank, and with sufficient and suitable financial and technical resources.

3. The Borrower shall ensure that:

(a) The PEPS carries out the Project out in accordance with the respective terms of the Environmental Management Plan, and the policies, procedures and arrangements therein set forth are applied and implemented; and

(b) the Environmental Management Plan, or any provision thereof, shall not be amended, suspended, abrogated, terminated or waived or permitted to be amended, suspended, abrogated, terminated or waived, except with the prior written approval of the Bank.

C. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

The Borrower shall cause PEPS to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators agreed with the Bank. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the Bank not later than forty five (45) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall cause PEPS to maintain a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall cause PEPS to prepare and furnish to the Bank as part of the Project Report, not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.

3. The Borrower shall cause PEPS to have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Services (other than Consultants' Services).** All goods, works and services (other than consultants' services) required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Services (other than Consultants' Services)

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and Services (other than consultants' services) shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.

2. **Other Methods of Procurement of Goods and Services (other than Consultants' Services).** The following table specifies the methods of procurement,

other than International Competitive Bidding, which may be used for goods, works and services (other than consultants' services). The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding (subject to procedures outlined in the Annex to this Schedule 2)
(b) Shopping
(c) Direct Contracting

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Least-Cost Selection
(b) Selection Based on the Consultant's Qualifications
(c) Procedures set forth in paragraphs 5.2 , 5.3 and 5.4 of the Consultant Guidelines for the Selection of Individual Consultants
(d) Single Source Selection

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such

instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be financed
(1) Works	34,300,000	90%
(2) Goods	600,000	90%
(3) Consultants' Services	1,700,000	80%
(4) Training	100,000	100%
(5) Operating Costs	100,000	100%
(6) Premia for Interest Rate Caps and Interest Rate Collars	0	Amount payable pursuant to Section 2.08(c) of this Agreement and in accordance with Section 4.04(c) of the General Conditions
(7) Front-end Fee	0	Amount payable pursuant to Section 2.04 of this Agreement in accordance with Section 2.07 (b) of the General Conditions.
TOTAL AMOUNT	<u>36,800,000</u>	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is June 30, 2011.

ANNEX

National Competitive Bidding: Additional Provisions

For the purposes of using National Competitive Bidding Procedures, the following shall apply:

(a) Registration

- (i) Bidding shall not be restricted to pre-registered firms.
- (ii) Where registration is required, bidders (1) shall be allowed a reasonable time to complete the registration process, and (2) shall not be denied registration for reasons unrelated to their capability and resources to successfully perform the contract, which shall be verified through post-qualification.
- (iii) Foreign bidders not from the territory of the Borrower shall not be precluded from bidding. If a registration process is required, a foreign bidder declared the lowest evaluated bidder shall be given a reasonable opportunity to register.

(b) Advertising

Invitations to bid in Serbian shall be advertised in at least one widely circulated local daily newspaper available over the territory of the Borrower allowing a minimum of 30 days for the preparation and submission of bids.

(c) Participation by Publicly-owned enterprises

Publicly-owned enterprises shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the contracting authority. Furthermore, they will be subject to the same bid and performance security requirements as other bidders.

(d) Bidding Documents

Procuring entities shall use the appropriate standard bidding documents for the procurement of works or services, acceptable to the Bank.

(e) Bid Opening and Bid Evaluation

- (i) Bids shall be submitted in a single envelope containing the bidder's qualification information, technical and price bids, which shall be opened simultaneously at the public bid opening.
- (ii) Bids shall be opened in public, immediately after the deadline for submission of bids. The name of the bidder, the total amount of each bid and any discounts offered shall be read aloud and recorded in the minutes of the public bid opening.
- (iii) Evaluation of bids shall be made in strict adherence to the monetarily quantifiable criteria declared in the bidding documents. No merit point system will be used.
- (iv) Extensions of bid validity will be allowed once only for not more than thirty (30) days. No further extensions shall be requested without the prior approval of the Bank.

- (v) Contracts shall be awarded to the qualified bidder having submitted the lowest-evaluated, substantially responsive bid and no negotiation shall take place.

(f) Price Adjustment

Civil works contracts of long duration (more than 18 months) shall contain an appropriate price adjustment clause.

(g) Rejection of Bids

- (i) All bids shall not be rejected and new bids solicited without the Bank's prior concurrence.
- (ii) When the number of bids received is less than three, re-bidding shall not be carried out without the Bank's prior concurrence.

(h) Securities

Bid security shall not exceed three percent (3%) of the estimated cost of the contract and performance security not more than ten percent (10%) of this cost. No advance payment at the amount of more than ten percent (10%) of the contract price shall be made to contractors without a suitable advance payment security. These securities shall be included in the bidding documents in a text and format acceptable to the Bank.

The Regional Sample Bidding Documents for the Europe and Central Asia Region of the Bank, modified as acceptable to the Bank, shall be used.

SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each February 15 and August 15 Beginning August 15, 2012 Through August 15, 2023	4.17%
On February 15, 2024	4.09%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

(b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-

paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

APPENDIX

Definitions

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006.
2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004, and revised in October 2006.
4. "Environmental Management Plan" means the plan dated November 2003, describing the environmental mitigation, monitoring and institutional measures to be undertaken during the implementation of the Project, and satisfactory to the Bank.
5. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005, (as amended through October 15, 2006).
6. "Operating Costs" means the incremental expenses incurred on account of office space rental.
7. "Original Development Credit Agreement" means the Development Credit Agreement (Transport Rehabilitation Project) between Serbia and Montenegro and the International Development Association, dated June 9, 2004, (Credit No. 3909 YF).
8. "Original Project" means the Project described in the Original Development Credit Agreement.
9. "PEPS" means the Public Enterprise Putevi Srbije, established by, and operating pursuant to, the Borrower's Decision on the Establishment of the Enterprise for Public Roads Management No. 115/05, or any successor thereto.
10. "PIT" means the Project Implementation Team, within the PEPS, and consisting of employees of the PEPS.
11. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006.
12. "Procurement Plan" means the Borrower's procurement plan for the Project, dated May 25, 2007 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

Sporazum o zajmu

(„Dodatno finansiranje projekta rekonstrukcije saobraćaja”)

između

REPUBLIKE SRBIJE

i

MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Datum 27. jul 2007. godine

SPORAZUM O ZAJMU

SPORAZUM, zaključen 27. jula 2007. godine, između REPUBLIKE SRBIJE (Zajmoprimca) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ (Banke) o dodatnom finansiranju za aktivnosti vezane za Originalni projekat (na način utvrđen u Prilogu ovog sporazuma). PREMA TOME, Zajmoprimac i Banka su se složili o sledećem:

ČLAN I — OPŠTI USLOVI; DEFINICIJE

- 1.01. Opšti uslovi (kako je definisano u Prilogu ovog sporazuma) čine integralni deo ovog sporazuma.
- 1.02. Ukoliko kontekst ne zahteva drugačije, termini korišćeni u ovom sporazumu, pisani velikim slovom, imaju značenje koje je ranije ustanovljeno u Opštim uslovima ovog sporazuma.

ČLAN II — ZAJAM

- 2.01. Banka je saglasna da odobri zajam Zajmoprimcu, pod uslovima i na načine određene ili pomenute u ovom sporazumu, u iznosu od 36.800.000 € (tridesetšestmilionaosamstohiljadaevra) (Zajam), koji se povremeno može konvertovati putem konverzije valute u skladu sa odredbom Odeljka 2.08. ovog sporazuma, kao podršku za finansiranje projekta opisanog u Programu 1 ovog sporazuma (Projekat).
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu sa Odeljkom IV Programa 2 ovog sporazuma.
- 2.03. Troškovi angažovanja koje plaća Zajmoprimac iznose tri četvrtine jednog procenta (3/4 od 1%) godišnje na nepovučeni deo zajma, s tim što Banka može da se povremeno odrekne prava da naplati deo pomenutih troškova.
- 2.04. Pristupna naknada koju plaća jednaka je jednom procentu (1%) od iznosa zajma, s tim da Banka može da se povremeno odrekne prava da naplati deo pomenute naknade.
- 2.05. Kamata koju Zajmoprimac plaća za svaki kamatni period obračunava se po stopi koja je jednaka osnovnoj stopi LIBOR-a za valutu Zajma uvećanoj za fiksnu maržu, s tim da Banka može da se povremeno odrekne dela kamate pod uslovom da se, nakon konverzije ukupnog iznosa ili dela glavnice Zajma, iznos kamate koji Zajmoprimac plaća u toku perioda konverzije na dati iznos određuje u skladu sa relevantnim odredbama člana IV Opštih uslova.
- 2.06. Datumi plaćanja su 15. februar i 15. avgust svake godine.
- 2.07. Glavnica Zajma se otplaćuje u skladu sa odredbama Programa 3 ovog sporazuma.
- 2.08. (a) Zajmoprimac može u svakom momentu da traži bilo koju od sledećih izmena uslova Zajma da bi se omogućilo racionalno upravljanje dugom: (i) konverzija valute Zajma ukupnog iznosa ili dela glavnice Zajma, isplaćenog ili neisplaćenog, odobrenom valutom; (ii) promena osnovice kamatne stope primenjive na ukupan iznos ili deo glavnice Zajma, sa varijabilne kamatne stope na fiksnu kamatnu stopu i obrnuto; (iii) određivanje limita varijabilne kamatne stope primenjivih na ukupan iznos ili deo povučene i neotplaćene glavnice Zajma,

uspostavljanjem najviše kamatne stope ili raspona kamatne stope za varijabilnu kamatnu stopu.

- (b) Svaka izmena koja se traži u skladu sa paragrafom (a) ovog odeljka, a koju Banka prihvati smatra se Konverzijom, na način definisan u Opštim uslovima, i izvršiće se u skladu sa odredbama člana IV Opštih uslova i Smernica za konverziju.
- (c) Odmah nakon datuma definisanja najviše kamatne stope ili raspona kamatne stope, za koju je Zajmoprimac zatražio da premija bude isplaćena iz sredstava Zajma, Banka će, u ime Zajmoprimca, povući sredstva sa računa Zajma i sebi uplatiti iznose potrebne za plaćanje premija koje se plaćaju u skladu sa Odeljkom 4.04. (c) Opštih uslova do iznosa koji će se povremeno odobravati za namene u tabeli u Odeljku IV Programa 2 ovog sporazuma.

ČLAN III — PROJEKAT

- 3.01. Zajmoprimac se obavezuje da ostvari ciljeve Projekta. U tom smislu, Zajmoprimac će realizovati Projekat, preko JP PS, u skladu sa odredbama člana V Opštih uslova.
- 3.02. Bez ograničenja po odredbe Odeljka 3.01. ovog sporazuma, i osim ukoliko se Zajmoprimac i Banka ne dogovore drugačije, Zajmoprimac će osigurati da se Projekat realizuje u skladu sa odredbama Programa 2 ovog sporazuma.

ČLAN IV - PRAVNI LEKOVI BANKE

- 4.01. Dodatni slučaj za obustavu odnosi se na to da je Odluka Zajmoprimca (Odluka o osnivanju Javnog preduzeća za upravljanje državnim putevima), „Službeni glasnik RS”, broj 115/05 izmenjena, obustavljena, poništena, raskinuta ili da je došlo do izuzeća, tako da se materijalno ili negativno utiče na sposobnost JP PS da sprovede svoje obaveze definisane Podsporazumom.
- 4.02. Dodatni slučaj za promenu plana otplate odnosi se na sledeće: slučaj definisan Odeljkom 4.01. ovog sporazuma.

ČLAN V — STUPANJE NA SNAGU; RASKID

- 5.01. Dodatni uslov stupanja na snagu sastoji se od sledećeg: da je Podsporazum potpisan u ime Zajmoprimca i JP PS.
- 5.02. Dodatna obaveza sastoji se od sledećeg: da je Podsporazum odobren ili ratifikovan od strane Zajmoprimca i JP PS i pravno obavezujući za Zajmoprimca i JP PS u skladu sa odredbama istog.
- 5.03. Krajnji rok stupanja na snagu je devedeset (90) dana od datuma ovog sporazuma.

ČLAN VI — PREDSTAVNIK; ADRESE

- 6.01. Predstavnik Zajmoprimca je ministar finansija Zajmoprimca.
- 6.02. Adresa Zajmoprimca je:

Ministarstvo finansija
Vlada Republike Srbije
Kneza Miloša 20
11000 Beograd
Republika Srbija

Faks:
381-11-3618-961

6.03. Adresa Banke je:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telegram:

INTBAFRAD
Washington, D.C.

Teleks:

248423(MCI) ili
64145(MCI)

Faks:

1-202-477-6391

SPORAZUM zaključen u Beogradu, Republika Srbija, na dan i godinu koja je prvo navedena.

REPUBLIKA SRBIJA

Potpisuje dr Mirko Cvetković

Ovlašćeni predstavnik

MEĐUNARODNA BANKA
ZA OBNOVU I RAZVOJ

Potpisuje Simon Gray

Ovlašćeni predstavnik

PROGRAM 1

Opis Projekta

Ciljevi Projekta su pružanje pomoći Zajmoprimcu u smanjenju troškova i povećanju sigurnosti na putevima: (a) poboljšanje uslova na izabranim deonicama puteva u glavnoj i regionalnoj putnoj mreži; (b) povećanjem efektivnosti održavanja puteva uvođenjem ugovaranja na osnovu performansi u dva pilot regiona; (c) uvođenjem principa za projektovanje sigurnih puteva, revizije sigurnosti puteva i ciljanih mera za unapređenje.

Projekat se sastoji iz Originalnog projekta i sledećih dodatnih delova:

Deo 1. Održavanje puteva na osnovu performansi

Podrška za širenje prakse i proširenje obima postojećih ugovora za održavanje puteva na osnovu performansi u okviru Originalnog projekta u pilot regionima Mačva i Kolubara kojim je obuhvaćeno oko 660km glavnih i 517km regionalnih puteva.

Deo 2. Rehabilitacija puteva

Rehabilitacija najmanje sedam dodatnih deonica glavne putne mreže uključujući deonice sledećih puteva: (a) Prokuplje - Mala Plana (M-25, 8,3 km); (b) M3 između Odžaka i Kule; (c) Međulužje – Krčevac (M23) i Krčevac – Topola (M4); (d) Marčovica (zapadno od Čačka) – Ovčar banja (M5); (e) Kać (istočno od Novog Sada) – Žabalj (M7); (f) Kružni put Grocka – Smederevo (regionalni put R100); i (g) Valjevo – Pričevci (M4), sve u vidu obezbeđenja radova, robe i usluga.

Deo 3. Izabrane konsultantske usluge

Obezbeđenje tehničke podrške za nadzor radova na održavanju i rehabilitaciji puteva, uključujući monitoring uticaja na životnu sredinu.

Deo 4. Povećanje sigurnosti na putevima

Podrška za aktivnosti na povećanju sigurnosti na putevima, uključujući eliminaciju opasnih (crnih) tačaka na glavnoj putnoj mreži i revizije sigurnosti puteva na rehabilitovanim deonicama i u pilot regionima Mačva i Kolubara.

PROGRAM 2

Realizacija Projekta

Odeljak I. Aranžmani za implementaciju

A. Podsporazum

1. U cilju sprovođenja Projekta od strane JP PS-a, Zajmoprimac će, kroz ministarstvo nadležno za infrastrukturu, staviti na raspolaganje sredstva zajma JP PS-u u okviru podsporazuma između Zajmoprimca i subjekta koji realizuje projekat (Podsporazum) pod uslovima odobrenim od strane Banke.
2. Zajmoprimac će iskoristiti svoja prava iz Podsporazuma na način da zaštiti interese Zajmoprimca i Banke i da ispuni svrhu Zajma. Osim ako se Banka drugačije ne saglasi, Zajmoprimac ne sme menjati, obustaviti, poništiti ili raskinuti Podsporazum ili njegove odredbe.

B. Institucionalni i drugi aranžmani

Zajmoprimac će se postarati da JP PS realizuje Projekat u skladu sa sledećim institucionalnim i drugim aranžmanima:

1. PIT, pri JP PS, imaće najvišu odgovornost za implementaciju Projekta, uključujući nabavke, finansijsko upravljanje, praćenje i ocenu Projekta i upravljanje pitanjima zaštite životne sredine i socijalnim pitanjima.
2. Zajmoprimac će osigurati da se PIT održava u toku cele implementacije Projekta, sa projektnim zadatkom prihvatljivim za Banku i sa dovoljnim i adekvatnim finansijskim i tehničkim resursima.
3. Zajmoprimac će osigurati da:
 - (a) JP PS realizuje projekat u skladu sa odgovarajućim uslovima utvrđenim u Planu za upravljanje životnom sredinom, kao i da se politike, procedure i aranžmani utvrđeni u tom Planu primenjuju i implementiraju;
 - (b) Plan za upravljanje životnom sredinom, ili bilo koja odredba istog, ne menjaju, obustavljaju, stavljaju van snage, ukidaju, da se od njih ne odustaje i da se ne dozvoli njihovo menjanje, obustavljanje, stavljanje van snage ili odustajanje od njih, bez prethodnog pismenog odobrenja Banke.

C. Mere za sprečavanje korupcije

Zajmoprimac će osigurati da se Projekat realizuje u skladu sa odredbama Smernica za sprečavanje korupcije.

Odeljak II. Praćenje, izveštavanje i ocena Projekta

A. Projektni izveštaji

Zajmoprimac će se postarati da JP PS prati i ocenjuje napredak postignut na Projektu i izrađuje Projektno izveštaje u skladu sa odredbama Odeljka 5.08. Opštih uslova i na osnovu pokazatelja usaglašenih sa Bankom. Svaki Projektni izveštaj obuhvataće period od jednog kalendarskog kvartala i dostavljace se Banci u roku od najkasnije četrdeset pet (45) dana po isteku svakog perioda obuhvaćenog datim izveštajem.

B. Finansijsko upravljanje, finansijski izveštaji i revizija

1. Zajmoprimac će se postarati da JP PS održava sistem za finansijsko upravljanje u skladu sa odredbama Odeljka 5.09. Opštih uslova.

2. Ne ograničavajući odredbe Dela A ovog odeljka, Zajmoprimac će se postarati da JP PS izrađuje i dostavlja Banci, kao deo Projektnog izveštaja, najkasnije u roku od 45 (četrdeset pet) dana po isteku svakog kalendarskog kvartala, prelazne finansijske izveštaje za Projekat za koje nije izvršena revizija koji će obuhvatati dati kvartal, čija će forma i sadržaj biti prihvatljivi za Banku.
3. Zajmoprimac će se postarati da JP PS izvrši reviziju svojih finansijskih izveštaja u skladu sa odredbama Odeljka 5.09. (b) Opštih uslova. Sve revizije finansijskih izveštaja obuhvataće period od jedne fiskalne godine Zajmoprimca. Finansijski izveštaji za koje je izvršena revizija za svaki takav period dostavljajuće se Banci u roku od najkasnije 6 (šest) meseci po isteku svakog takvog perioda.

Odeljak III. Nabavke

A. Opšta pitanja

1. **Roba, radovi i usluge (osim konsultantskih usluga).** Sva roba, radovi i usluge (osim konsultantskih usluga) koji su potrebni za Projekat i koji će se finansirati iz sredstava Zajma nabavljajuće se u skladu sa zahtevima utvrđenim i pomenutim u Odeljku I Smernica za nabavke i u skladu sa odredbama ovog odeljka.
2. **Konsultantske usluge.** Sve konsultantske usluge koje su potrebne za Projekat i koje će se finansirati iz sredstava Zajma nabavljajuće se u skladu sa zahtevima utvrđenim i pomenutim u Odeljcima I i IV Smernica za nabavke i u skladu sa odredbama ovog odeljka.
3. **Definicije.** Termini pisani velikim slovom, korišćeni u nastavku ovog odeljka za opis pojedinih procedura nabavke ili procedura za reviziju pojedinih ugovora od strane Banke odnose se na odgovarajuće procedure nabavke opisane u Smernicama za nabavke ili u Smernicama za konsultante, u zavisnosti od slučaja.

B. Pojedine procedure nabavke robe, radova i usluga (osim konsultantskih usluga)

1. **Međunarodno nadmetanje.** Osim ukoliko u stavu 2. u nastavku nije drugačije određeno, nabavka robe, radova i usluga (osim konsultantskih usluga) vrši se u okviru ugovora dodeljenih u skladu sa procedurama Međunarodnog nadmetanja.
2. **Druge procedure nabavke robe, radova i usluga (osim konsultantskih usluga).** U tabeli u nastavku navedene su procedure nabavke, koje se, pored Međunarodnog nadmetanja, mogu koristiti za nabavku robe, radova i usluga (osim konsultantskih usluga). U Planu za nabavke utvrdiće se okolnosti u kojim se date procedure mogu koristiti.

<u>Procedure nabavke</u>
(a) Domaće nadmetanje (primenjuju se procedure navedene u Aneksu ovog Programa 2
(b) Kupovina
(c) Direktno ugovaranje

C. Pojedine procedure nabavke konsultantskih usluga

- Izbor na osnovu odnosa kvaliteta i cene.** Osim ukoliko u stavu 2. u nastavku nije drugačije određeno, nabavka konsultantskih usluga vrši se u okviru ugovora dodeljenih u skladu sa procedurama izbora na osnovu odnosa kvaliteta i cene.
- Druge procedure nabavke konsultantskih usluga.** U tabeli u nastavku navedene su procedure nabavke, koje se, pored izbora na osnovu odnosa kvaliteta i cene, mogu koristiti za nabavku konsultantskih usluga. U Planu za nabavke utvrđiće se okolnosti u kojim se date procedure mogu koristiti.

<u>Procedure nabavke</u>
(a) Izbor na osnovu najniže cene
(b) Izbor na osnovu kvalifikacija konsultanata
(c) Procedure utvrđene u stavovima 5.2, 5.3, i 5.4, Smernica za konsultante za izbor nezavisnih konsultanata
(d) Izbor iz jednog izvora

D. Revizija odluka o nabavkama od strane Banke

U Planu za nabavke utvrđiće se koji ugovori podležu prethodnoj reviziji od strane Banke. Svi ostali ugovori podležu naknadnoj reviziji od strane Banke.

Odeljak IV. Povlačenje sredstava Zajma

A. Opšta pitanja

- Zajmoprimac može povući sredstva Zajma u skladu sa odredbama člana II Opštih uslova, ovog odeljka i dodatnih instrukcija koje Banka utvrdi u obaveštenju Zajmoprimcu (uključujući „Smernice Svetske banke za isplatu sredstava za projekte”, od maja 2006. godine, sa povremenim izmenama od strane Banke i primenjivim na način utvrđen ovim sporazumom u skladu sa datim instrukcijama) za finansiranje Pogodnih rashoda, na način utvrđen u tabeli u stavu 2. u nastavku.
- U tabeli u nastavku navedene su kategorije Pogodnih rashoda koji se mogu finansirati iz sredstava Zajma (Kategorija), iznosi sredstava Zajma dodeljenih za svaku Kategoriju i procenti rashoda koji će se finansirati za Pogodne rashode u svakoj Kategoriji.

Kategorija	Raspoređena sredstva Zajma	Procenat rashoda koji će se finansirati
------------	----------------------------	---

	(izraženo u evrima)	
(1) Radovi	34.300.000	90%
(2) Roba	600.000	90%
(3) Konsultantske usluge	1.700.000	80%
(4) Obuka	100.000	100%
(5) Troškovi poslovanja	100.000	100%
(6) Premija za najvišu kamatnu stopu (Interest Rate Cap) ili raspon kamatne stope	0	Iznos koji se plaća u skladu sa Odeljkom 2.08. (v) ovog sporazuma, u skladu sa Odeljkom 4.04. (v) Opštih uslova.
(7) Pristupna naknada	0	Iznos koji se plaća u skladu sa Odeljkom 2.04. ovog sporazuma, u skladu sa Odeljkom 2.07. (b) Opštih uslova.
UKUPAN IZNOS	36.800.000	

B. Uslovi povlačenja; Period povlačenja

1. Nezavisno od odredbi Dela A ovog odeljka, neće se vršiti povlačenje sredstava za plaćanja izvršena pre datuma ovog sporazuma.
2. Poslednji datum za povlačenje sredstava je 30. jun 2011. godine.

ANEKS

Domaće nadmetanje: dodatne odredbe

Za potrebe korišćenja procedura domaćeg nadmetanja, primenjivaće se sledeće:

(a) Registracija

- (i) Nadmetanje neće biti ograničeno na prethodno registrovane firme;
- (ii) U slučaju da je potrebna registracija, ponuđačima (1) će biti dato razumno vreme da završe proces registracije, i (2) neće im biti onemogućena registracija zbog razloga koji se ne odnose na njihovu sposobnost i resurse za uspešno izvršenje ugovora, što će biti verifikovano u toku naknadne kvalifikacije;
- (iii) Strani ponuđači koji nisu sa teritorije Zajmoprimca neće biti sprečeni da učestvuju u nadmetanju. U slučaju da je potreban proces registracije, stranom ponuđaču proglašenom za ponuđača koji je dao ponudu sa najnižom cenom biće data razumna mogućnost da se registruje.

(b) Oglašavanje

Pozivi za podnošenje ponuda biće objavljeni u najmanje jednom dnevnom listu sa prodajnom mrežom na celoj teritoriji Zajmoprimca, uz rok od najmanje trideset (30) dana za pripremu i podnošenje ponuda.

(c) Učešće državnih preduzeća

Državna preduzeća mogu da učestvuju u nadmetanju samo ako mogu da dokažu da su pravno i finansijski nezavisna, da posluju u skladu sa privrednim pravom i da nisu zavisna institucija ugovorne strane. Dalje, takva preduzeća biće podložna istim zahtevima u pogledu ponude i garancija za valjano izvršenje posla, kao i drugi ponuđači.

(d) Tenderska dokumentacija

Nabavljači će koristiti odgovarajuću standardnu tendersku dokumentaciju za nabavku radova i usluga, prihvatljivu za Banku.

(e) Otvaranje ponuda i vrednovanje ponuda

- (i) Ponude će se podnositi u jednoj koverti koja će sadržati informacije o kvalifikaciji ponuđača, tehničku ponudu i ponudu cene, koje će biti otvorene istovremeno na javnom otvaranju ponuda;
- (ii) Otvaranje ponuda biće javno, odmah posle isteka krajnjeg roka za podnošenja ponuda. Naziv ponuđača, ukupna vrednost svake ponude i svi ponuđeni diskonti biće pročitani naglas i evidentirani u zapisniku sa javnog otvaranja ponuda;
- (iii) Vrednovanje ponuda vršiće se striktno u skladu sa novčano kvantifikovanim kriterijumima navedenim u tenderskoj dokumentaciji. Neće se koristiti sistem bodovanja;
- (iv) Produženje roka važenja ponuda biće odobreno jednom i to na ne duže od trideset (30) dana. Dodatno produženje mora biti prethodno odobreno od strane Banke;
- (v) Ugovori će biti dodeljeni kvalifikovanim ponuđačima koji su ponudili ponudu za koju je ocenjeno da ima najnižu cenu i koja je u osnovi odgovarajuća i neće biti pregovora.

(f) Korekcija cena

Ugovori za građevinske radove na duži rok (duže od 18 meseci) sadržaće odgovarajuću klauzulu o korekciji cena.

(g) Odbijanje ponuda

(i) Sve ponude ne mogu biti odbijene i nove ponude se ne mogu tražiti bez prethodnog odobrenja Banke.

(ii) U slučaju da je primljeno manje od tri ponude, nadmetanje se ne može ponoviti bez prethodnog odobrenja Banke.

(h) Garancije

Licitaciona garancija neće premašiti tri procenta (3%) procenjene vrednosti ugovora i garancija za valjano izvršenje posla neće premašiti deset procenata (10%). Akontacija u iznosu većem od deset procenata (10%) vrednosti ugovora neće biti plaćena ugovaraču bez odgovarajuće garancije za obezbeđenje akontacije. Ove garancije biće sadržane u tenderskoj dokumentaciji, u tekstu i formatu prihvatljivom za Banku.

Koristiće se Standardna tenderska dokumentacija za region Evrope i centralne Azije, modifikovana na način prihvatljiv za Banku.

PROGRAM 3

Plan otplate

1. Sledeća tabela prikazuje Datume otplate glavnice Zajma i procenat od ukupnog iznosa glavnice Zajma koji se otplaćuje svakog Datuma otplate glavnice (Udeo rate). Ako su sredstva Zajma u potpunosti povučena do prvog Datuma otplate glavnice, Banka određuje iznos glavnice Zajma koji je Zajmoprimac dužan da otplati svakog Datuma otplate glavnice tako što pomnoži: (a) sredstva Zajma koja su povučena do prvog Datuma otplate glavnice sa (b) Udelom rate za svaki Datum otplate glavnice, pri čemu se tako dobijeni iznos može korigovati kako bi se od njega oduzeli bilo koji iznosi navedeni u paragrafu 4. ovog programa na koje se primenjuje Konverzija valute.

Datum otplate glavnice	Udeo rate (izraženo u procentima)
Svakog 15. februara i 15. avgusta počevši od 15. avgusta 2012. godine do 15. avgusta 2023. godine	4.17%
Dana 15. februara 2024. godine	4.09%

2. Ukoliko sredstva Zajma nisu u potpunosti povučena do prvog Datuma otplate glavnice, iznos glavnice Zajma koji Zajmoprimac otplaćuje svakog Datuma otplate glavnice određuje se na sledeći način:

(a) U slučaju da je bilo koji deo sredstava iz Zajma povučen do prvog Datuma otplate glavnice, Zajmoprimac otplaćuje Povučena sredstva na datum koji je u skladu sa paragrafom 1. ovog programa.

(b) Svaki iznos koji je povučen posle prvog Datuma otplate glavnice, otplaćuje se svakog datuma otplate glavnice koji pada posle datuma povlačenja, a u iznosima koje odredi Banka množenjem iznosa svakog takvog povlačenja sa razlomkom čiji je brojilac originalni Udeo rate naveden u tabeli u paragrafu 1. ovog programa za navedeni Datum otplate glavnice (Originalni udeo rate) a čiji je imenilac zbir svih preostalih Originalnih udela rate za Datume otplate glavnice koji padaju na ili posle takvog datuma, takvi iznosi koji se otplaćuju moraju se korigovati, prema potrebi, da bi se oduzeli bilo koji iznosi navedeni u paragrafu 4. ovog programa na koje se primenjuje Konverzija valute.

3. (a) Sredstva Zajma koja su povučena u roku od dva kalendarska meseca pre nekog Datuma otplate glavnice, isključivo u svrhu izračunavanja iznosa glavnice koji se otplaćuje na bilo koji Datum otplate glavnice, smatraće se povučenim i neotplaćenim na drugi Datum otplate glavnice posle datuma povlačenja i dospevaće na plaćanje svakog Datuma otplate glavnice počevši od drugog Datuma otplate glavnice posle datuma povlačenja.

(b) Ne izuzimajući odredbe pod-paragrafa (a) ovog paragrafa, ako u bilo koje doba Banka usvoji sistem dostavljanja naloga za plaćanje po roku dospeća

prema kojem se nalozi za plaćanje izdaju na ili posle odgovarajućeg Datuma otplate glavnice, odredbe tog pod-paragrafa više se neće primenjivati na bilo koja povlačenja izvršena nakon usvajanja pomenutog sistema.

4. Ne izuzimajući odredbe paragrafa 1. i 2. ovog programa, nakon Konverzije valute celokupnih povučenih sredstava Zajma ili njegovog dela u Odobrenu valutu, iznos koji je na taj način konvertovan u Odobrenu valutu, a koji se može otplatiti bilo kog Datuma otplate glavnice za vreme Perioda konverzije, određuje Banka množenjem takvog iznosa u njegovoj valuti denominacije neposredno pre Konverzije ili sa: (i) kursom koji odražava iznose glavnice u odobrenoj valuti koju Banka plaća po „hedžingu“ za Konverziju; ili (ii) ako Banka tako odluči u skladu sa Smernicama za konverziju, za kursnu komponentu referentne stope.

PRILOG

Definicije

1. "Smernice za sprečavanje korupcije" označava „Smernice za sprečavanje i borbu protiv malverzacija i korupcije u okviru projekata finansiranih iz sredstava IBRD zajmova i IDA kredita i donacija", od 15. oktobra 2006. godine.
2. "Kategorija" označava kategoriju utvrđenu u tabeli u Odeljku IV Programa 2 ovog sporazuma.
3. "Smernice za konsultante" označava „Smernice: izbor i angažovanje konsultanata od strane zajmoprimaca Svetske banke" koje je Banka objavila u maju 2004. godine i inovirala u oktobru 2006. godine.
4. "Plan za upravljanje životnom sredinom" označava plan od novembra 2003. godine u kojem su opisane mere za ublažavanje uticaja na životnu sredinu, monitoring i institucionalne mere koje će se preduzimati u toku implementacije Projekta i koje su prihvatljive za Banku.
5. "Opšti uslovi" označava „Opšte uslove za zajmove Međunarodne banke za obnovu i razvoj", od 1. jula 2005. godine (sa izmenama i dopunama do 15. oktobra 2006. godine).
6. "Troškovi poslovanja" označava povećanje troškova nastalo na račun iznajmljivanja kancelarijskog prostora.
7. "Originalni Sporazum o kreditu za razvoj" označava Sporazum o kreditu za razvoj (Projekat rekonstrukcije saobraćaja) između Srbije i Crne Gore i Međunarodnog udruženja za razvoj, od 9. juna 2004. godine (Kredit br. 3909 YF).
8. "Originalni projekat" označava Projekat opisan u Originalnom Sporazumu o kreditu za razvoj.
9. "JP PS" označava javno preduzeće Putevi Srbije koje je osnovano i radi u skladu sa Odlukom Zajmoprimca o osnivanju javnog preduzeća za upravljanje državnim putevima, „Službeni glasnik RS“, br. 115/05 i sve pravne naslednike istog.
10. "PIT" označava Tim za implementaciju projekta, pri JP PS, i čine ga zaposleni u JP PS.
11. "Smernice za nabavke" označava „Smernice: nabavka iz sredstava zajmova IBRD-a i kredita IDA-e" koje je Banka objavila u maju 2004. godine i inovirala u oktobru 2006. godine.
12. "Plan za nabavke" označava plan nabavki za Projekat usvojen od strane Zajmoprimca, od 25. maja 2007. i pomenut u stavu 1.16. Smernica za nabavke i stavu 1.24. Smernica za konsultante, sa svim periodičnim izmenama u skladu sa odredbama navedenih stavova.

Član 3.

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