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MEDNARODNE POGODBE

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UKAZ
O RAZGLASITVI ZAKONA O RATIFIKACIJI GARANCIJSKE POGODBE (PROJEKT SLOVENSKIH AVTOCEST VZHOD – ZAHOD) MED REPUBLIKO SLOVENIJO IN EVROPSKO BANKO ZA OBNOVO IN RAZVOJ

Razglašam Zakon o ratifikaciji Garancijske pogodbe (Projekt slovenskih avtocest vzhod – zahod) med Republiko Slovenijo in Evropsko banko za obnovo in razvoj, ki ga je sprejel Državni zbor Republike Slovenije na seji dne 19. julija 1994.

Št. 012-01/94-94
Ljubljana, dne 27. julija 1994.

Predsednik
Republike Slovenije
Milan Kučan l. r.

ZAKON
O RATIFIKACIJI GARANCIJSKE POGODBE (PROJEKT SLOVENSKIH AVTOCEST VZHOD – ZAHOD) MED REPUBLIKO SLOVENIJO IN EVROPSKO BANKO ZA OBNOVO IN RAZVOJ

1. člen

Ratificira se Garancijska pogodba (Projekt slovenskih avtocest vzhod – zahod) med Republiko Slovenijo in Evropsko banko za obnovo in razvoj, podpisana v Londonu 13. maja 1994.

2. člen

Garancijska pogodba se v angleškem izvirniku in slovenskem prevodu glasi:

GUARANTEE AGREEMENT
(SLOVENIA EAST-WEST HIGHWAY PROJECT)
BETWEEN REPUBLIC OF SLOVENIA AND
EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT

Dated: 13 May, 1994

GUARANTEE AGREEMENT
Guarantee Agreement, dated 13 May, 1994 between the Republic of Slovenia (the "Guarantor") and the European Bank for Reconstruction and Development (the "Bank")

PREAMBLE

Whereas the Guarantor and Druzba za Avtoceste v Republiki Sloveniji d.d. (the "Borrower" or "DARS"), have requested assistance from the Bank in the financing of part of the Project (as defined in the Loan Agreement referred to below);

GARANCIJSKA POGODBA
(PROJEKT SLOVENSKIH AVTOCEST
VZHOD-ZAHOD) MED REPUBLIKO SLOVENIJO
IN EVROPSKO BANKO ZA OBNOVO IN RAZVOJ

Dne 13. maja 1994

GARANCIJSKA POGODBA
Garancijska pogodba z dne 13. maja 1994 med Republiko Slovenijo ("garant") in Evropsko banko za obnovo in razvoj ("banka")

UVOD

Glede na to, da sta garant in Družba za avtoceste v Republiki Sloveniji d.d. ("kreditojemalec" ali "DARS") zaprosila banko za pomoč pri financiranju dela projekta (kot opredeljeno v spodaj navedeni kreditni pogodbi);

whereas by a loan agreement of even date herewith between the Bank and the Borrower (the "Loan Agreement"), the Bank has agreed to extend to the Borrower a loan in the amount of USD 32,100,000 (the "Loan"), upon the terms and conditions set forth in the Loan Agreement, but only on the condition that the Guarantor agrees to guarantee the obligations of the Borrower in respect of such loan as provided in this Agreement; and

whereas the Guarantor, in consideration of the Bank's entering into the Loan Agreement with the Borrower, has so agreed to guarantee such obligations of the Borrower;

now therefore, the parties hereby agree as follows:

glede na to, da je s kreditno pogodbo med banko in kreditojemalcem ("kreditna pogodba") z istim datumom, kot ga ima ta dokument, banka pristala; da dodeli kreditojemalcu kredit v znesku 32.100.000 USD ("kredit") pod pogoji, ki so določeni v kreditni pogodbi, toda le če garant pristane, da bo jamčil za obveznosti kreditojemalca v zvezi s tem kreditom v skladu z določbami te pogodbe,

in glede na to, da je garant na osnovi tega, da banka sklepa kreditno pogodbo s kreditojemalcem, pristal, da bo jamčil za te obveznosti kreditojemalca,

sta se pogodbenici dogovorili naslednje:

ARTICLE I – DEFINITIONS

Section 1.01 Definitions

Whenever used in this Agreement the terms defined in the Preamble to this Agreement or in the Loan Agreement have the meanings ascribed therein, and the following terms have the meanings:

"lien" includes mortgages, pledges, charges, privileges and priorities of any kind; and

"public assets" means property, revenue or claims of any kind of the Guarantor, of any political or administrative subdivision thereof and of any entity owned or controlled by, or operating for the account or benefit of, the Guarantor or any such subdivision, including gold and other foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilisation fund, or similar functions for the Guarantor.

Section 1.02 Headings

The headings of individual Articles and Sections of this Guarantee Agreement and the Table of Contents are inserted for convenience of reference only and do not form part of this Agreement.

1. ČLEN – OPREDELITVE

Poglavje 1.01. Opredelitve

Izrazi, ki so opredeljeni v uvodu k tej pogodbi ali v kreditni pogodbi, imajo v tej pogodbi pomen, ki jim je tam dodeljen. Navedeni izrazi pomenijo:

"pravica do zaplembe" pomeni vse vrste hipotek, zastav, obremenitev, privilegijev in prioritet; in

"javno premoženje" pomeni kakršnokoli lastnino, prihodke ali terjatve garanta, katerekoli njegove politične ali upravne enote ali subjekta, ki je v lasti garanta ali pod njegovim nadzorom ali posluje za račun oziroma v korist garanta ali take enote, vključno zlato ter druga devizna sredstva, ki jih ima katerakoli ustanova, ki opravlja funkcijo centralne banke ali deviznega stabilizacijskega fonda ali podobne funkcije za garanta.

Poglavje 1.02. Naslovi

Naslovi posameznih členov in poglavij te garancijske pogodbe in vsebina so dodani zaradi lažje uporabe in niso sestavni del te pogodbe.

ARTICLE II – GUARANTEE

Section 2.01 Guarantee

(a) The Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of any and all sums due under the Loan Agreement, whether at stated maturity or upon prematuring, and the punctual performance of all other obligations of the Borrower, all as set forth in the Loan Agreement.

(b) The Guarantor shall ensure that no action which would prevent or interfere with the execution of the Project or with the efficient operation of the Project facilities or the performance of the Borrower's obligations under the Loan Agreement is taken or permitted to be taken by the Guarantor or any of its political or administrative subdivisions or any of the entities owned or controlled by, or operating for the account or benefit of, the Guarantor or such subdivisions.

Section 2.02 Project Completion

The Guarantor covenants that whenever there is reasonable cause to believe that the funds available to the Borrower will be inadequate to meet the estimated expenditures required for the carrying out of the Project, the Guarantor will take all necessary measures to ensure timely completion of the Project.

2. ČLEN – GARANCIJA

Poglavje 2.01. Garancija

(a) Garant na tem mestu ne le kot garant, ampak kot glavni zavezanec, brezpogojno jamči ustrezno in pravočasno plačilo vsakršne vsote, ki bo zapadla v plačilo po kreditni pogodbi ob navedeni ali predčasni dospelosti, in pravočasno izpolnjevanje vseh drugih obveznosti kreditojemalca v skladu z določbami kreditne pogodbe.

(b) Garant bo zagotovil, da niti on sam niti kaka od njegovih političnih ali upravnih enot ali kak subjekt, ki je v njegovi lasti ali pod njegovim nadzorom ali deluje za račun oziroma v korist garanta ali take enote, ne bo sprejel oziroma dovolil sprejeti nobenega ukrepa, ki bi preprečeval ali motil izvedbo projekta ali učinkovito delovanje s projektom povezanih naprav oziroma izpolnjevanje obveznosti kreditojemalca po kreditni pogodbi.

Poglavje 2.02. Dokončanje projekta

Garant se obvezuje, da bo v primerih, ko lahko upravičeno domneva, da sredstva, ki so kreditojemalcu na razpolago, ne bodo zadostovala za pokrivanje predvidenih izdatkov za izvedbo projekta, sprejel vse potrebne ukrepe za njegovo pravočasno dokončanje.

ARTICLE III – COOPERATION AND INFORMATION; NEGATIVE PLEDGE

Section 3.01 Financial and Economic Data

(a) The Guarantor shall furnish to the Bank all such information as the Bank shall reasonably request:

(1) with respect to financial and economic conditions in its territory, including its balance of payments and its external debt as well as that of its political or administrative subdivisions and of any entity owned or controlled by, or operating for the account or benefit of, the Guarantor or any such subdivision, and of any institution performing the functions of a central bank or exchange stabilisation fund, or similar functions, for the Guarantor; and

(2) with respect to proposals to implement economic reforms, including proposed measures for privatisation, in the road sector which may have an impact on the Project, including reforms in the legal or regulatory framework for such sector.

(b) The Guarantor shall afford all reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Loan or the Project.

Section 3.02 Negative Pledge

(a) The Guarantor undertakes to ensure that no other external debt shall have priority over the Loan in the allocation, realisation or distribution of foreign exchange held under the control or for the benefit of the Guarantor. If any lien shall be created on any public assets as security for any external debt, or any arrangement having an equivalent effect, which will or might result in a priority for the benefit of the creditor of the external debt in the allocation, realisation or distribution of foreign exchange, the lien shall, unless the Bank shall otherwise agree, ipso facto, and at no cost to the Bank, equally and rateably secure the principal of, and the interest and other charges on, the Loan, and the Guarantor, in creating or permitting the creation of such lien, shall make express provision to that effect; provided, however, that, if for any constitutional or other legal reason such provision cannot be made with respect to any lien created on assets of any of its political or administrative subdivisions, the Guarantor shall promptly and at no cost to the Bank secure the principal of, and the interest and other charges on, the Loan by an equivalent lien on other public assets satisfactory to the Bank.

(b) The foregoing undertaking shall not apply to:

(1) any lien created on property, at the time of purchase thereof, solely as security for payment of the purchase price of that property or as security for the payment of debt incurred for the purpose of financing the purchase of such property; and

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

ARTICLE IV – OBLIGATIONS OF THE GUARANTOR

Section 4.01. Discharge by Performance and Preservation of Rights

Except as provided in Section 4.02, the obligations of the Guarantor under this Agreement shall not be discharged except by performance and then only to the extent of such performance. Such obligations shall not require any prior notice to, demand upon or action against the Borrower or any prior notice to or demand upon the Guarantor with regard to any default by the Borrower. Such obligations shall not be impaired by any of the following:

3. ČLEN – SODELOVANJE IN OBVEŠČANJE; ZAVEZA GLEDE PRAVICE DO ZAPLEMBE

Poglavje 3.01. Finančni in ekonomski podatki

(a) Garant bo posredoval banki vse podatke, ki jih bo ta lahko upravičeno zahtevala:

(1) v zvezi s finančnimi in gospodarskimi razmerami na njegovem ozemlju, vključno s plačilno bilanco in zunanjimi dolgovi garanta in tudi njegovih političnih ali upravnih enot ali subjekta, ki je v lasti garanta ali pod njegovim nadzorom ali deluje za račun oziroma v korist garanta ali take enote, in katerekoli ustanove, ki opravlja funkcijo centralne banke ali deviznega stabilizacijskega fonda ali podobne funkcije za garanta;

(2) in v zvezi s predlogi za izvedbo gospodarskih reform skupaj s predlaganimi privatizacijskimi ukrepi v cestnem gospodarstvu, ki bi lahko vplivali na projekt in obsegajo tudi reforme zakonodaje na tem področju.

(b) Garant bo zagotovil zastopnikom banke vse potrebne možnosti za obisk kateregakoli dela svojega ozemlja, ki bi bil potreben v zvezi s kreditom ali projektom.

Poglavje 3.02. Zaveza glede pravice do zaplembe

(a) Garant se zavezuje, da bo zagotovil, da noben zunanji dolg ne bo imel prednosti pred tem kreditom pri usmerjanju, unovčevanju ali razporejanju deviznih sredstev, ki so pod njegovim nadzorom ali shranjena v njegovo dobro. Če bo v zvezi s kakim zunanjim dolgom kot varščina zagotovljena pravica do zaplembe določenega javnega premoženja ali sklenjen dogovor z enakim učinkom, ki bo oziroma bi lahko úpniku takega zunanjega dolga zagotavljal prednost pri usmerjanju, unovčevanju ali razporejanju deviznih sredstev, bodo s tako pravico do zaplembe, če se banka ne dogovori drugače, ipso facto, brez vsakršnih stroškov za banko, prav tako sorazmerno zavarovani glavnica, obresti in druge obremenitve v zvezi s tem kreditom, garant pa bo pri dodeljevanju ali zagotavljanju dodelitve take pravice do zaplembe to izrecno določil; če pa zaradi morebitnih ustavnih ali drugih zakonskih razlogov v zvezi s pravico do zaplembe premoženja kake njegove politične ali upravne enote take določbe ni mogoče zagotoviti, bo garant takoj brez vsakršnih stroškov za banko zavaroval glavnico in obresti oziroma druge obremenitve v zvezi s tem kreditom z enakovredno pravico do zaplembe kakega drugega javnega premoženja, ki bo za banko sprejemljiva.

(b) Zgornja zaveza pa ne velja za:

(1) pravico do zaplembe kakega imetja, ki je zagotovljena ob nakupu le-tega zgolj kot varščina za plačilo nakupne cene tega imetja ali kot varščina za plačilo dolga za financiranje nakupa takega imetja;

(2) in za pravico do zaplembe, ki izhaja iz običajnih bančnih transakcij zaradi zavarovanja dolga, ki zapade v plačilo najkasneje eno leto po datumu njegovega nastanka.

4. ČLEN – OBVEZNOSTI GARANTA

Poglavje 4.01. Izpolnitev obveznosti z izvedbo in ohranjanje pravic

Z izjemo primera iz poglavja 4.02 bo garant izpolnil svoje obveznosti po tej pogodbi le z izvedbo, in sicer samo v obsegu take izvedbe. V zvezi s temi obveznostmi ni treba predhodno obveščati kreditojemalca, nanj naslavljati kakih zahtev ali proti njemu ukrepati, niti ni potrebno predhodno obveščati garanta ali nanj naslavljati zahtev, če kreditojemalec morebiti ne izpolnjuje dolžnosti. Te obveznosti pa se ne zmanjšajo zaradi:

(a) any extension of time, forbearance or concession given to the Borrower;

(b) any assertion of, or failure to assert, or delay in asserting, any right, power or remedy against the Borrower or in respect of any security for the Loan;

(c) any modification or amplification of the provisions of the Loan Agreement contemplated by the terms thereof; or

(d) any failure of the Borrower to comply with any requirement of any law of the Guarantor.

Section 4.02. Termination Upon Payment

If the Borrower shall have failed to make payment of principal or interest or any other payment required under the Loan Agreement (otherwise than as a result of any act or omission to act of the Guarantor) and such payment shall have been made by the Guarantor, the Guarantor may, after consultation with the Bank, by notice to the Bank and the Borrower, terminate its obligations under the Guarantee Agreement with respect to any Available Amount on the date of receipt of such notice by the Bank and not subject to any unconditional Reimbursement Commitment entered into by the Bank pursuant to Section 2.06 of the Loan Agreement. Upon receipt of such notice by the Bank, such obligations in respect of such amount shall terminate.

ARTICLE V – EXEMPTIONS AND CHARGES

Section 5.01. Taxes

This Agreement, the Loan Agreement and any supplementary agreement relating thereto between the parties to this Agreement or the Loan Agreement, shall be free from any and all taxes levied by, or in the territory of, the Guarantor, on or in connection with the execution, delivery, registration or performance thereof.

Section 5.02. Manner of Payment

All amounts payable to the Bank under this Agreement shall be paid in the Loan Currency:

(a) at such places as the Bank shall reasonably request; and

(b) without deduction for, and free from, any and all taxes, charges and restrictions of any kind imposed by, or in the territory of, the Guarantor, Amounts due to the Bank hereunder shall be deemed paid when received without such deductions by the Bank.

ARTICLE VI – MISCELLANEOUS PROVISIONS

Section 6.01. Enforceability and Arbitration

The Guarantor shall comply vis-a-vis the Bank with all the conditions set out in Article IX of the Loan Agreement. References to the Borrower or to a party in such Article shall be deemed, for purposes of this Guarantee Agreement, to be references to the Guarantor.

Section 6.02. Notices

Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it has been delivered by hand. mail, cable, telex or telefax to the party to which it is required to be given or made, at the party's address specified below or at any other address as the party shall have specified in writing to the party giving the notice or making the request.

(a) morebitnega podaljšanja rokov, prizanesljivosti do kreditojemalca ali popuščanja le-temu;

(b) uveljavljanja, neuveljavljanja ali zakasnelega uveljavljanja kake pravice do kreditojemalca ali pooblastila ali pravnega sredstva proti njemu oziroma v povezavi s kako varščino za kredit;

(c) morebitne spremembe ali razširitve določb kreditne pogodbe na podlagi tam navedenih pogojev; ali

(d) kreditojemalčevega nespoštovanja zahtev kateregakoli zakona garanta.

Poglavje 4.02. Prekinitev obveznosti po plačilu

Če kreditojemalcu ne izvrši plačila glavnice, obresti ali kakega drugega plačila, ki se zahteva na podlagi kreditne pogodbe (razen če to ni posledica kakega dejanja ali opustitve dejanja garanta), in če tako plačilo izvede garant, lahko slednji po posvetovanju z banko z obvestilom banki in kreditojemalcu prekine svoje obveznosti po garancijski pogodbi v zvezi z vsakršno razpoložljivo vsoto, ki obstaja na datum, ko banka prejme to obvestilo, in za katero ne velja brezpogojna plačilna obveznost, ki jo sprejme banka na podlagi poglavja 2.06 kreditne pogodbe. Ko banka prejme tako obvestilo, prenehajo te obveznosti v zvezi s tako vsoto.

5. ČLEN – OPROSTITVE IN DAJATVE

Poglavje 5.01. Dajatve

Ta pogodba, kreditna pogodba in vsak dodatni sporazum v zvezi z njima, ki bi ga sklenili stranki v tej ali kreditni pogodbi, bodo oproščeni vseh dajatev, ki jih predpisuje garant ali so predpisane na njegovem ozemlju v zvezi z njihovim podpisovanjem, izročitvijo, registracijo ali izvajanjem.

Poglavje 5.02. Način plačila

Vsi zneski, ki jih je treba plačati banki po tej pogodbi, ji bodo plačani v valuti kredita:

(a) v ustreznih krajih, ki jih določi banka;

(b) in brez odbitkov za takse, dajatve ali omejitve, ki jih nalaga garant ali so predpisane na njegovem ozemlju. Štelo se bo, da so zneski, ki jih je treba po tej pogodbi plačati banki, plačani takrat, ko jih banka prejme brez takšnih odbitkov.

6. ČLEN – RAZNE DOLOČBE

Poglavje 6.01. Uveljavljanje pravic in prisilna izpolnitev obveznosti ter arbitraža

Garant bo v odnosu do banke izpolnjeval vse pogoje, navedene v 9. členu kreditne pogodbe. V tem členu uporabljeni izraz kreditojemalec ali stranka se za namene te garancijske pogodbe nanaša na garanta.

Poglavje 6.02. Obvestila

Vsako obvezno ali dovoljeno obvestilo ali zahtevo, ki izhaja iz te pogodbe, je treba poslati v pisni obliki. Štelo se bo, da je tako obvestilo ali zahteva poslano na ustrezen način, če bo stranki, ki ji je namenjeno, dostavljeno osebno, po pošti, telegramsko, po teleksu ali telefaksu na njen spodaj navedeni ali kak drug naslov, ki ga ta stranka v pisni obliki sporoči stranki, ki sporočilo ali zahtevo pošilja.

For the Guarantor:
Minister of Finance of Slovenia
61000 Ljubljana, Župančičeva 3
Telephone: 010 38 61 152 193
Telefax: 010 38 61 152 067
Telex:

For the Bank:
European Bank for Reconstruction and Development
Attention: Operations Administration Unit
One Exchange Square
London EC2A 2EH
England
Telephone: (44-71) 338 6000
Telefax: (44-71) 338 6100
Telex: 881 2161

Section 6.03. Authority to Act

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Agreement on behalf of the Guarantor, may be taken or executed by the Minister of Finance of the Guarantor or the successor of the Minister of Finance or such other officer of the Guarantor as the Minister of Finance or the successor of the Minister of Finance shall designate in writing, and the Guarantor shall furnish to the Bank sufficient evidence of the authority and the authenticated specimen signature of each such officer of the Guarantor.

Section 6.04. English Language

Any document delivered pursuant to this Agreement shall be in the English language. Documents in any other language shall be accompanied by an English translation thereof certified as being an approved translation and such approved translation shall be conclusive between the parties hereto.

Section 6.05. Effective Date

This Agreement shall become effective on the date upon which the Bank dispatches to the Guarantor notice of its acceptance of the evidence required by Section 6.06.

Section 6.06. Conditions Precedent to Effectiveness

The Guarantor shall furnish the Bank with satisfactory evidence that

(a) the execution and delivery of this Agreement on behalf of the Guarantor has been duly authorised and ratified and is legally binding upon the Guarantor in accordance with its terms; and

(b) all conditions precedent to the effectiveness of the Loan Agreement, other than those related to the effectiveness of this Agreement, shall have been fulfilled.

Section 6.07. Legal Opinion

The Guarantor shall also furnish the Bank with a legal opinion of Minister of Justice of the Guarantor, in a form and substance satisfactory to the Bank, to the effect that this Agreement has been duly authorised and ratified by, and executed and delivered on behalf of, the Guarantor and constitutes a valid and legally binding obligation of the Guarantor in accordance with its terms.

Section 6.08. Termination for Failure to Become Effective

If this Agreement shall not have come into effect by the date specified in Section 10.04 of the Loan Agreement, this Agreement and all obligations of the parties hereunder shall terminate unless the Bank, after consideration of the reasons for the delay, shall establish a later date for the purposes of said Section.

Naslov garanta:
Minister za finance Slovenije
61000 Ljubljana, Župančičeva 3
Telefon: 010 38 61 152 193
Telefaks: 010 38 61 152 067
Telex:

Naslov banke:
European Bank for Reconstruction and Development
Naslovnik: Operations Administration Unit
One Exchange Square
London EC2A 2EH
England
Telefon: (44-71) 338 6000
Telefaks: (44-71) 338 6100
Telex: 881 2161

Poglavje 6.03. Pooblaščenost za sprejemanje ukrepov

Vsak ukrep, ki ga je v skladu s to pogodbo treba ali ga je dovoljeno sprejeti, in vsak dokument, ki ga je treba ali dovoljeno podpisati v imenu garanta, lahko sprejme ali podpiše garantov finančni minister ali naslednik finančnega ministra oziroma kaka druga uradna oseba garanta, ki jo v pisni obliki imenuje finančni minister ali naslednik finančnega ministra, garant pa mora banki posredovati ustrezna dokazila o pooblaščenosti vsake take pooblaščene osebe in njen overjen podpis.

Poglavje 6.04. Angleški jezik

Vsak dokument, ki bo posredovan na podlagi te pogodbe, mora biti sestavljen v angleškem jeziku. Dokumente v katerem koli drugem jeziku mora spremljati angleški prevod, ki mora biti odobren in overjen in bo kot tak odločilen v odnosih med pogodbenicama v tej pogodbi.

Poglavje 6.05. Datum začetka veljavnosti

Ta pogodba začne veljati z dnem, ko banka pošlje garantu obvestilo o prejemu dokazil iz poglavja 6.06.

Poglavje 6.06. Pogoji, ki jih je treba izpolniti pred začetkom veljavnosti

Garant bo posredoval banki ustrezna dokazila o tem:

(a) da sta bila podpis in izročitev te pogodbe v imenu garanta ustrezno odobrena in ratificirana in sta zakonsko obvezujoča za garanta v skladu s pogoji te pogodbe;

(b) in da so bili razen pogojev, ki se nanašajo na veljavnost te pogodbe, izpolnjeni vsi pogoji, ki jih je treba izpolniti pred začetkom veljavnosti kreditne pogodbe.

Poglavje 6.07. Pravno mnenje

Prav tako bo garant banki posredoval oblikovno in vsebinsko zadovoljivo pravno mnenje svojega pravosodnega ministra, s katerim bo ta zagotavljal, da je bila ta pogodba ustrezno odobrena, ratificirana, podpisana in izročena v imenu garanta in da pomeni veljavno in zakonsko obvezujočo dolžnost garanta v skladu s pogoji, ki so v njej navedeni.

Poglavje 6.08. Prekinitev pogodbe, ker pogodba ni začela veljati

Če ta pogodba ne začne veljati do datuma, ki je določen v poglavju 10.04 kreditne pogodbe, bo skupaj z vsemi obveznostmi pogodbenic prekinjena, razen če banka po proučitvi razlogov za zamudo ne določi kakega kasnejšega datuma za potrebe iz omenjenega poglavja.

Section 6.09. Termination on Performance

When the entire principal amount of the Loan shall have been repaid and the interest and all charges which shall have accrued on the Loan shall have been paid, this Agreement and all obligations of the parties hereunder shall forthwith terminate.

In witness whereof, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed and delivered at London in four copies in the English language, each considered as original as of the day and year first above written

REPUBLIC OF SLOVENIA

By:
Name: **Mitja Gaspari**, (s)
Title: Minister

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By:
Name: **Roy Knighton**, (s)
Title: Director

Poglavje 6.09. Prenehanje pogodbe po izpolnitvi obveznosti

Ko bo celotni znesek glavnice posojila odplačan in ko bodo plačane obresti in vse dajatve, ki izhajajo iz posojila, bo ta pogodba skupaj z vsemi obveznostmi pogodbenic takoj prenehala veljati.

V potrditev navedenega sta pogodbenici na dan in leto, ki sta omenjena na začetku, po svojih ustrezno pooblaščenih zastopnikih podpisali in izročili to pogodbo v Londonu v štirih izvodih v angleškem jeziku, ki vsi veljajo kot izvirniki.

REPUBLIKA SLOVENIJA

Podpis:
Ime: **Mitja Gaspari** l. r.
Naziv: Minister

EVROPSKA BANKA ZA OBNOVO IN RAZVOJ

Podpis:
Ime: **Roy Knighton** l. r.
Naziv: Direktor

3. člen

Družba za avtoceste v Republiki Sloveniji d.d. sklene z Ministrstvom za finance pogodbo o načinu in pogojih zavarovanja garancije Republike Slovenije. S pogodbo se uredijo viri za vračila zneskov, plačanih iz naslova garancije, instrumenti zavarovanja in realizacije terjatev ter način urejanja odnosov v primeru statusnih sprememb.

4. člen

Za izvajanje te garancijske pogodbe skrbi ministrstvo, pristojno za finance.

5. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 450-07/94-10/1
Ljubljana, dne 19. julija 1994.

Predsednik
Državnega zbora
Republike Slovenije
mag. Herman Rigelnik l. r.

70.

Na podlagi druge alinee prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

UKAZ
O RAZGLASITVI ZAKONA O RATIFIKACIJI KREDITNE POGODBE (PROJEKT SLOVENSKIH AVTOCEST VZHOD – ZAHOD) MED REPUBLIKO SLOVENIJO IN EVROPSKO BANKO ZA OBNOVO IN RAZVOJ

Razglašam Zakon o ratifikaciji Kreditne pogodbe (Projekt slovenskih avtocest vzhod – zahod) med Republiko Slovenijo in Evropsko banko za obnovo in razvoj, ki ga je sprejel Državni zbor Republike Slovenije na seji dne 19. julija 1994.

Št. 012-01/94-93
Ljubljana, dne 27. julija 1994.

Predsednik
Republike Slovenije
Milan Kučan l. r.

ZAKON
O RATIFIKACIJI KREDITNE POGODBE (PROJEKT SLOVENSKIH AVTOCEST VZHOD – ZAHOD) MED REPUBLIKO SLOVENIJO IN EVROPSKO BANKO ZA OBNOVO IN RAZVOJ

1. člen

Ratificira se Kreditna pogodba (Projekt slovenskih avtocest vzhod – zahod) med Republiko Slovenijo in Evropsko banko za obnovo in razvoj, podpisana v Londonu 10. junija 1994.

2. člen

Kreditna pogodba se v angleškem izvirniku in slovenskem prevodu glasi:

LOAN AGREEMENT (SLOVENIA EAST-WEST HIGHWAY PROJECT) BETWEEN REPUBLIC OF SLOVENIA AND EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT Dated 10 June 1994

LOAN AGREEMENT

Agreement, dated 10 June 1994, between the Republic of Slovenia (the "Borrower") and the 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 the Central and Eastern European countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

whereas the Borrower intends to implement the project described in Schedule 1 to this Agreement (the "Project"), which is designed to assist with regional integration within Slovenia through the improvement and upgrading of road sections on the main east-west highway route in Slovenia;

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

whereas the PHARE Programme (as hereinafter defined) is in the process of arranging funds on a grant basis to assist in implementing Part D of the Project as described in Schedule 1; and

whereas the Bank has agreed on the basis, inter alia, of the foregoing, to extend a loan to the Borrower in the amount of thirty million Dollars (USD 30.000.000) (the "Loan") upon the terms and conditions set forth in this Agreement;

now, therefore, the parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.01. Definitons

Wherever used in this Agreement or the Schedules hereto, the terms defined in the Preamble have the meanings ascribed therein, and the following terms have the following meanings:

"Agreement Establishing the Bank" means the Agreement Establishing the European Bank for Reconstruction and Development, dated 29 May 1990;

"assest" means propery, revenue and claims of any kind;

KREDITNA POGODBA (PROJEKT SLOVENSKIH AVTOCEST VZHOD-ZAHOD) MED REPUBLIKO SLOVENIJO IN EVROPSKO BANKO ZA OBNOVO IN RAZVOJ Datum: 10. junij 1994

KREDITNA POGODBA

Pogodba z dne 10. junija 1994 med Republiko Slovenijo ("kreditojemalec") in Evropsko banko za obnovo in razvoj ("banka")

UVOD

Glede na to, da je bila banka ustanovljena za financiranje posebnih projektov za spodbujanje prehoda v odprto, tržno gospodarstvo in podporo zasebnim in podjetniškim pobudam v državah Srednje in Vzhodne Evrope, ki se zavzemajo za načela večstrankarske demokracije, pluralizma in tržnega gospodarstva in jih tudi udejanjajo;

ker namerava kreditojemalec izvesti projekt, ki je opisan v Dodatku 1 k tej pogodbi ("projekt") in je namenjen pomoči pri regionalnem povezovanju v Sloveniji z izboljšanjem in posodobitvijo cestnih odsekov na glavni trasi avtoceste vzhod-zahod v Sloveniji;

ker je kreditojemalec zaprosil banko za pomoč pri financiranju dela projekta;

ker je program PHARE (kot je v nadaljevanju opredeljen) v procesu zagotavljanja subvencijskih sredstev za pomoč pri izvedbi dela D projekta, opisanega v Dodatku 1;

ker je banka pristala, da med drugim na podlagi navedenega dodeli kreditojemalcu kredit v vsoti trideset milijonov dolarjev (30.000.000 USD) ("kredit") pod pogoji, ki so določeni v tej pogodbi;

sta se pogodbenici dogovorili naslednje:

1. ČLEN – OPREDELITVE

Poglavje 1.01. Opredelitve

V tej pogodbi ali njenih dodatkih imajo uporabljeni izrazi, ki so opredeljeni v Uvodu, pomen, ki jim je dodeljen. Navedeni izrazi pomenijo:

"Sporazum o ustanovitvi banke" pomeni Sporazum o ustanovitvi Evropske banke za obnovo in razvoj z dne 29. maja 1990;

"premoženje" pomeni lastnino, prihodke in terjatve vseh vrst;

"Available Amount" means so much of the Loan as shall not, from time to time, have been cancelled, disbursed or subject to a conditional or unconditional Reimbursement Commitment; provided, however, for purposes of calculating the commitment fee due under Section 2.8(a) of this Agreement, the amount of the Loan that is subject to a conditional Reimbursement Commitment shall be included in the definition of Available Amount;

"Business Day" means a day on which banks are open for the transaction of business in the interbank market for the relevant Loan Currency in London, England, and on which commercial banks and foreign exchange markets settle payments in the Loan Currency in the relevant financial center;

"Category" means a category of items to be financed out of the proceeds of the Loan as set forth in the table in paragraph 2 of Schedule 2 to this Agreement;

"conditional Reimbursement Commitment" means any revocable commitment made by the Bank at the request of the Borrower pursuant to Section 2.06 of this Agreement;

"Default Interest Period" means, with respect to an amount overdue under the Loan Agreement, a period commencing on the Business Day on which such payment becomes overdue or, as the case may be, on the last Business Day of the previous Default interest Period, and ending on a Business Day selected by the Bank or, as the case may be, determined in accordance with Section 2.12;

"Default Interest Rate" means the interest rate applicable to amounts overdue under the Loan Agreement, as determined in accordance with Section 2.12;

"Dollars" or "USD" means the lawful currency of the United States of America;

"EBRD Disbursement Handbook" means the Disbrusement Handbook of the European Bank for Resonstruction and Development, as the same may be amended from time to time by the Bank;

"EBRD Procurement Rules" means the Procurement Policies and Rules for Projects financed by the European Bank for Reconstruction and Development, as the same may be amended from time to time by the Bank;

"external debt" means any debt which is or may become payable in a currency other than the currency of the Borrower;

"Interest Determination Date" means, as to any Interest Period, the second Business Day before the beginning of such Interest Period;

"Interest Payment Date" means any day which (except as specified in the following sentence) falls on 21 March and 21 September in any year. If any Interest Payment Date is not a Business Day, it shall be postponed to the next day which is a Business Day;

"Interest Period" means each period of six (6) months commencing on an Interest Payment Date and ending on the next Interest Payment Date, except in the case of the first Interest Period applicable to each disbursement when it shall have the following meaning:

(1) if such disbursement is made at least fifteen (15) business Days prior to the next Interest Payment Date, the period commencing on the date on which such disbursement is made and ending on the next Interest Payment Date, and

(2) if such disbursement is made less than fifteen (15) Business Days prior to the next Interest Payment Date, the period commencing on the date on which such disbursement is made and ending on the Interest Payment Date succeeding the next Interest Payment Date;

"razpoložljiva vsota" pomeni tisti del kredita, ki še ni vsake toliko časa preklican, izplačan oziroma za katerega ne velja pogojna ali brezpogojna plačilna obveznost; pri tem pa mora biti zaradi možnosti izračuna provizije za neizkoriščeni del glavnice, ki jo je treba plačati na podlagi poglavja 2.08(a) te pogodbe, vsota kredita, za katero velja pogojna plačilna obveznost, vsebovana v opredelitvi razpoložljive vsote;

"delovni dan" pomeni dan, ko so banke odprte za poslovne transakcije v ustrezni valuti kredita na medbančnem trgu v Londonu v Angliji in ko komercialne banke in devizni trgi opravljajo plačila v valuti kredita v ustreznem finančnem središču;

"kategorija" pomeni vrsto postavk, ki bodo financirane iz sredstev kredita in so tabelarično navedene v drugi točki Dodatka 2 k tej pogodbi;

"pogojna plačilna obveznost" pomeni vsako preklicno obveznost, ki jo prevzame banka na zahtevo kreditojemalca v skladu s poglavjem 2.06 te pogodbe;

"obdobje zamudnih obresti" pomeni, v zvezi z zneskom, katerega plačilo po tej kreditni pogodbi zamuja, glede na primer obdobje, ki se začne na delovni dan, ko postane plačilo zamujeno, ali na zadnji delovni dan predhodnega obdobja zamudnih obresti, in konča na delovni dan, ki ga glede na primer izbere banka ali je določen v skladu s poglavjem 2.12;

"zamudna obrestna mera" pomeni obrestno mero, ki velja za zneske, katerih plačilo po kreditni pogodbi zamuja v smislu poglavja 2.12;

"dolarji" ali "USD" pomenita zakoniti denar Združenih držav Amerike;

"Priročnik EBOR o izplačilih" pomeni Priročnik o izplačilih Evropske banke za obnovo in razvoj, kakor ga banka občasno spremeni in dopolni;

"Pravilnik EBOR o nabavi materiala in oddaji del in storitev" pomeni Pravilnik o nabavi materiala in oddaji del in storitev za izvedbo natečaja za projekte, ki jih financira Evropska banka za obnovo in razvoj, kakor ga banka občasno spremeni in dopolni;

"zunanji dolg" pomeni vsak dolg, ki zapade ali bi lahko zapadel v plačilo in ni plačljiv v valuti kreditojemalca, ampak v kaki drugi valuti;

"datum določitve obresti" pomeni v zvezi z vsakim obdobjem obrestovanja drugi delovni dan pred začetkom takega obdobja obrestovanja;

"datum plačila obresti" pomeni kateri koli dan, ki (razen v primeru iz naslednjega stavka) pade na 21. marec in 21. september v letu. Če kakšen datum plačila obresti ni delovni dan, se prenese na naslednji delovni dan;

"obdobje obrestovanja" pomeni vsako obdobje šestih (6) mesecev, ki se začne na datum plačila obresti in konča na naslednji datum plačila obresti, razen v primeru prvega obdobja obrestovanja v zvezi s posameznim izplačilom, ko ima naslednji pomen:

(1) če je tako izplačilo opravljeno najmanj 15 delovnih dni pred naslednjim datumom plačila obresti, pomeni obdobje, ki se začne na datum, ko je to izplačilo opravljeno, in konča na naslednji datum plačila obresti, in

(2) če je tako izplačilo opravljeno manj kot petnajst (15) delovnih dni pred naslednjim datum plačila obresti, pomeni obdobje, ki se začne z datumom, ko je bilo to izplačilo opravljeno, in konča na datum plačila obresti, ki sledi naslednjemu datumu plačila obresti;

"Interest Rate" means the rate of interest payable on the Loan from time to time in accordance with Section 2.07 of this Agreement;

"lien" includes mortgages, pledges, charges, privileges and priorities of any kind;

"Loan Currency" means the currency or currencies in which the Loan is denominated, initially Dollars;

"Margin" means one per cent (1%) per annum;

"PHARE Programme" means the technical assistance funding programme established by the European Communities pursuant to Council Regulation (EEC) No. 3906/89 or December 1989, as amended, revised or supplemented from time to time;

"PIU" means the Project implementation unit established and operating as part of the Borrower's Ministry of Transport and Comunications, ("MTC"), in accordance with Section 3.02 of this Agreement;

"public assets" means assets of the Borrower, of any political or administrative subdivision thereof and of any entity owned or controlled by, or operating for the account or benefit, of the Borrower or any such subdivision, including gold and foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilisation fund, or similar functions, for the Borrower;

"Road Expenditure Programme and Financing Plan" means the Borrower's annual expenditure programme and financing plan for road transport, including but not limited to the construction, upgrading and maintenance of roads and operation and maintenance of services in conjunction thereto, as the same may be amended and updated from time to time;

"Road Scheme" means a civil works project which fulfils the feasibility criteria for Road Schemes set out in Section 3.06, utilises the proceeds of the Loan and is to be financed under the Road Expenditure Programme and Financing Plan;

"Telerate Page 3750" means the display page of London interbank offered rates (commonly known as "LIBOR") of major banks for deposits in the Loan Currency, designated as page 3750 on the Telerate Service (or such other page as may replace the Telerate Page 3750 for the purpose of displaying such LIBOR rates for deposits in the Loan Currency;

"unconditional Reimbursement Commitment" means any irrevocable commitment made by the Bank at the request of the Borrower pursuant to Sectioon 2.06 of this Agreement.

Section 1.02. Headings

The headings and the Table of Contents are inserted for convenience of reference only and do not form part of this Agreement.

ARTICLE II – THE LOAN

Section 2.01. Loan and Currency

The bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, an amount of thirty million Dollars (USD 30.000.000).

Section 2.02. Disbursement and Special Account

(a) The Available Amount may be disbursed from time to time in accordance with the provisions of Schedule 2 to this Agreement for expenditures made (or if the Bank shall so agree, to be made) in respect of the reasonable cost of goods, works and services required for the Project and to be financed out of the proceeds of the Loan and in respect of other charges required on the Loan.

"obrestna mera" pomeni obrestno mero, ki se občasno plača za kredit skladno s poglavjem 2.07 te pogodbe;

"pravica do zaplembe premoženja" pomeni vse vrste hipotek, zastav, obremenitev, privilegijev in prednosti;

"valuta kredita" pomeni valuto ali valute, v katerih je kredit denominiran, na začetku dolarje;

"marža" pomeni en odstotek (1%) na leto;

"program PHARE" pomeni program financiranja tehnične pomoči, ki ga je ustanovila Evropska skupnost na podlagi odredbe Sveta (EEC) št. 3906/89 iz decembra 1989, z občasnimi dopolnili, popravki ali dodatki;

"EIP" pomeni enoto za izvedbo projekta, ki je ustanovljena in deluje kot del kreditojemalčevega Ministrstva za promet in zveze (MPZ) v skladu s poglavjem 3.02 te pogodbe;

"javno premoženje" pomeni lastnino kreditojemalca, katere koli njegove politične ali upravne enote ali subjekta, ki je v lasti kreditojemalca ali pod njegovim nadzorom ali deluje za račun oziroma v korist kreditojemalca ali take enote, skupaj z zlatom in drugimi deviznimi sredstvi, ki jih hrani katera koli ustanova, ki opravlja funkcijo centralne banke ali deviznega stabilizacijskega fonda ali podobne funkcije za kreditojemalca;

"program porabe in načrt financiranja za ceste" pomeni kreditojemalčev letni program porabe in načrt financiranja za cestni promet, ki med drugim obsegata gradnjo, posodobitev in vzdrževanje cest in upravljanje in vzdrževanje služb s tem v zvezi, z njunimi občasnimi dopolnitvami in posodobitvami;

"cestni projekt" pomeni gradbeni projekt, ki ustreza merilom upravičenosti za cestne projekte, ki so navedena v poglavju 3.06, uporablja sredstva kredita in naj bi se financiral v skladu s programom porabe in načrtom financiranja za ceste;

"stran 3750 Telerata" pomeni stran, na kateri so navedene londonske medbančne obrestne mere (splošno znane kot "LIBOR") glavnih bank za depozite v valuti kredita in ki je na Teleratu označena kot stran 3750 (ali drugo tako stran, ki lahko nadomesti stran 3750 Telerata) ter se uporablja za prikaz obrestnih mer LIBOR za depozite v valuti kredita;

"brezpogojna plačilna obveznost" pomeni vsako nepreklicno obveznost, ki jo sprejme banka na zahtevo kreditojemalca na podlagi poglavja 2.06 te pogodbe.

Poglavje 1.02. Naslovi

Naslovi in Vsebina so dodani zaradi lažje uporabe in niso sestavni del te pogodbe.

2. ČLEN – KREDIT

Poglavje 2.01. Kredit in valuta

Banka pristaja, da bo posodila kreditojemalcu pod pogoji, ki jih določa ali na katere se sklicuje ta pogodba, vsoto trideset milijonov dolarjev (30.000.000 USD).

Poglavje 2.02. Izplačila in posebni račun

(a) Razpoložljiva vsota se občasno izplačuje v skladu z določbami iz Dodatka 2 k tej pogodbi za preteklo porabo (oziroma prihodnjo, če se banka tako dogovori) v zvezi z upravičenimi stroški za potrebno blago, dela in storitve za projekt, ki se financirajo iz sredstev kredita, in v zvezi z drugimi obremenitvami kredita.

(b) The Borrower shall for the purposes of the Project open and maintain a special deposit account (the "Special Account") with a commercial bank acceptable to the Bank denominated in Dollars on terms and conditions satisfactory to the Bank, including appropriate protection against set-off, seizure or attachment. Disbursements into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 4 to this Agreement. The Borrower shall ensure that interest, if any, earned on the Special Account is credited to a separate account in the name of the Borrower.

Section 2.03. Disbursement Period

The Borrower's right to disbursements of the Available Amount shall terminate on 30 June 1998 or such later date as the Bank shall establish. The Bank shall promptly notify the Borrower of such later date.

Section 2.04. Applications for Disbursements

(a) Applications for disbursements shall be submitted to the Bank by the representative of the Borrower designated in, or in accordance with, Section 10.02. Each disbursement application submitted shall be in accordance with, and in the form prescribed in, the EBRD Disbursement Handbook and delivered to the Bank at least fifteen (15) Business Days' prior to the proposed value date of the disbursement. Each disbursement application shall be in substance satisfactory to the Bank and shall be accompanied by such documents and other evidence sufficient in form and substance to satisfy the Bank that the Borrower is entitled to the amount of the disbursement from the Available Amount and that the disbursement will be used exclusively for the purposes of the Project specified in this Agreement.

(b) Except for the last disbursement, disbursement under Part B of the Project as described in Schedule 1, or unless the Bank shall otherwise agree, disbursements of the Available amount shall be made in amounts of not less than USD 100,000.

Section 2.05 Currency of Disbursements

(a) Except as the Bank shall otherwise agree, disbursements shall be made by the Bank in the Loan Currency in an amount equivalent to the expenditures to be financed out of the proceeds of the Loan.

(b) Disbursements in respect of expenditures in the currency of the Borrower shall be made by the Bank in the Loan Currency on the basis of the official rate of exchange for commercial transactions at least two (2) Business Days prior to the date of disbursement and, in the absence of such a rate, on the basis of such reasonable rate as the Bank shall determine.

(c) In case payment shall be requested by the Borrower in a currency other than the Loan Currency the Borrower hereby authorises the Bank to effect the purchase of such currency in such manner as the Bank may deem appropriate. Such payment shall be effected by the Bank on the basis of the actual cost in the Loan Currency incurred by the Bank in meeting the request.

Section 2.06. Conditional and Unconditional Reimbursement Commitments

(a) Upon the Borrower's request and on such terms and conditions as shall be agreed upon by the Borrower and the Bank, the Bank may issue unconditional or conditional Reimbursement Commitments to disburse amounts to the Borrower or others in respect of expenditures to be financed under the Loan. Under an unconditional Reimbursement Commitment, the obligation of the

(b) Kreditojemalec bo za namene projekta odprl in vzdrževal poseben depozitni račun ("posebni račun") pri komercialni banki, ki bo za banko sprejemljiva. Ta račun bo denominiran v dolarjih pod pogoji, ki bodo zadovoljivi za banko, in bo vključeval ustrezno zaščito pred pobotom, rubežem ali zaplembo. Izplačila na posebni račun in plačila iz tega računa bodo opravljena v skladu z določbami Dodatka 4 k tej pogodbi. Kreditojemalec bo poskrbel, da bodo morebitne obresti, ki bi nastale na posebnem računu, vpisane v dobro ločenega računa na ime kreditojemalca.

Poglavje 2.03. Rok črpanja

Kreditojemalčeva pravica do izplačil iz razpoložljive vsote poteče 30. junija 1998 ali na kak kasnejši datum, ki ga določi banka. Banka mora o morebitnem kasnejšem datumu takoj obvestiti kreditojemalca.

Poglavje 2.04. Zahtevki za izplačila

(a) Zahtevke za izplačila mora banki predložiti zastopnik kreditojemalca, ki je določen v poglavju 10.02 ali v skladu z njim. Vsak predloženi zahtevek za izplačilo mora biti v skladu s Priročnikom EBOR o izplačilih in mora biti predložen v tam predpisani obliki, banki pa ga je treba izročiti vsaj petnajst (15) delovnih dni pred predlaganim datumom valutacije izplačila. Vsak zahtevek za izplačilo mora biti za banko vsebinsko sprejemljiv in ga morajo spremljati dokumenti in druga dokazila, ki po obliki in vsebini banko prepričajo, da je kreditojemalec upravičen do izplačila ustreznih sredstev iz razpoložljive vsote in da se bo izplačilo uporabljalo izključno za projekt, določen v tej pogodbi.

(b) Z izjemo zadnjega izplačila, izplačila v okviru dela B projekta iz Dodatka 1, ali če se banka ne dogovori drugače, bodo razpoložljive vsote izplačane v vsotah, ki ne bodo manjše od 100.000 USD.

Poglavje 2.05. Valuta izplačil

(a) Če se banka ne dogovori drugače, bo izplačila opravila v valuti kredita v vsoti, ki bo enakovredna izdatkom, ki se financirajo iz sredstev kredita.

(b) Banka bo izplačila v zvezi z izdatki v valuti kreditojemalca opravila v valuti kredita na podlagi uradnega menjalnega tečaja za komercialne transakcije najmanj dva (2) delovna dneva pred datumom izplačila, če pa tega tečaja ni, na podlagi primernega tečaja, ki ga bo določila banka.

(c) Če bi kreditojemalec zaprosil za plačilo v kaki drugi valuti od valute kredita, na tem mestu pooblašča banko, da opravi nakup take valute na način, ki se ji zdi primeren. Tako plačilo bo banka opravila na podlagi dejanskih stroškov v valuti kredita, ki jih bo imela pri izpolnitvi te prošnje.

Poglavje 2.06. Pogojna in brezpogojna plačilna obveznost

(a) Na zahtevo kreditojemalca in pod pogoji, o katerih se bosta kreditojemalec in banka dogovorila, se lahko banka brezpogojno ali pogojno obveže za izplačilo zneskov kreditojemalcu ali drugim v zvezi z izdatki, ki se financirajo na podlagi kredita. Pri brezpogojni plačilni obveznosti na plačilno obveznost banke ne vpliva noben kasnejši začasni odlog ali preklic kredita. Pri pogojni

Bank to pay shall not be affected by any subsequent suspension or cancellation of the Loan. Under a conditional Reimbursement Commitment, the obligation of the Bank to pay shall cease immediately upon any suspension or cancellation of the Loan.

(b) In the case of an unconditional Reimbursement Commitment, the Borrower shall pay to the Bank a Commitment charge of 1% on the principal amount of the unconditional Reimbursement Commitment. The unconditional Reimbursement Commitment charge shall be paid in lieu of the commitment charge that would otherwise be applicable to the amount of such unconditional Reimbursement Commitment pursuant to Section 2.08(a) of this Agreement. The carhe shall accrue from the date of issuance of the unconditional Reimbursement Commitment on the principal amount thereof outstanding from time to time and shall be prorated on the basis of a 360-day year for the actual number of days elapsed in the relevant period. The unconditional Reimbursement Commitment charge shall be payable on each Interest Payment Date commencing on the first Interest Payment Date following the issuance of the unconditional Reimbursement Commitment.

Section 2.07 Interest

Interest on the Loan shall be determined, and payable, as follows:

(a) The principal amount of the Loan from time to time disbursed and not repaid shall bear interest during the relevant Interest Period at the relevant Interest Rate, calculated in accordance with this Section.

(b) Interest shall accrue from day to day, pro-rated on the basis of a 360-day year for the actual number of days, including the first but excluding the last day, in the relevant Interest Period and shall be due and payable on the Interest Payment Date at the end of the relevant Interest Period.

(c) The Interest Rate shall be the sum of the Margin and the offered rate which appears on the Telerate Page 3750 as of 11:00 a. m., London time, on the relevant Interest Determination Date for one month, two months, three months, four months, five months or six months, whichever period is closest to the duration of the relevant Interest Period (or, if two periods are equally close to the duration of the relevant Interest Period, the average of the two periods).

(d) On each Interest Determination Date, the Bank shall, in accordance with subsection (c) above, determine the Interest Rate applicable to the relevant Interest Period and promptly give notice thereof to the Borrower.

(e) If, for any reason, the Interest Rate cannot be determined by reference to the Telerate Page 3750 on any Interest Determination Date, or if the services of the Telerate Page 3750 cease to be available as a result of discontinuance of such services or if the Bank shall decide to discontinue the determination of the Interest Rate by reference to Telerate Page 3750, the Bank shall notify the Borrower and shall determine the Interest Rate on the relevant Interest Determination Date in accordance with subsection (c) above *mutatis mutandis*, using offered rates advised to the Bank by three (3) major banks active in the Loan Currency on the Interbank Market in London selected by the Bank after consultation with the Borrower.

Section 2.08. Commitment Charge and Front-End Fee

(a) The Borrower shall pay to the Bank a commitment charge at the rate of one half of one percent (0.5%) per annum on the Available Amount. The commitment charge shall accrue from the date sixty (60) days after the

plačilni obveznosti plačilna obveznost banke preneha takoj ob kakršnem koli začasnem odlogu ali preklicu kredita.

(b) V primeru brezpogojne plačilne obveznosti bo kreditojemalec banki plačeval provizijo za to obveznost v višini 1% od glavnice, za katero velja brezpogojna plačilna obveznost. Provizija za brezpogojno plačilno obveznost se bo plačevala namesto provizije, ki bi sicer veljala za znesek take brezpogojne plačilne obveznosti v skladu s poglavjem 2.08(a) te pogodbe. Provizija se bo od datuma nastanka brezpogojne plačilne obveznosti pripisovala glavnici, za katero ta obveznost velja in ki bo občasno neporavnana, in bo sorazmerno razdeljena ob upoštevanju leta, ki ima 360 dni, na dejansko število dni, ki pretečejo v pripadajočem obdobju. Provizija za brezpogojno plačilno obveznost bo plačljiva na vsak datum plačila obresti, začenši s prvim datumom plačila obresti, ki sledi izdaji dokumenta o brezpogojni plačilni obveznosti.

Poglavje 2.07. Obresti

Obresti na kredit se določajo in plačujejo takole:

(a) Glavnica kredita, ki se občasno izplačuje in ne odplača, se v pripadajočem obdobju obrestovanja obrestuje po ustrezni obrestni meri, ki se izračuna v skladu s tem poglavjem:

(b) Obresti se pripisujejo dnevno in so sorazmerno porazdeljene na podlagi leta, ki ima 360 dni, na dejansko število dni vključno s prvim, ne pa tudi zadnjim dnem ustreznega obdobja obrestovanja ter zapadejo v plačilo in so plačljive na datum plačila obresti ob koncu ustreznega obdobja obrestovanja.

(c) Obrestna mera bo vsota marže in ponujene obrestne mere, ki bo navedena na strani 3750 Telerata ob 11.00 uri po londonskem času na ustrezni datum določitve obresti za en mesec, dva meseca, tri mesece, štiri mesece, pet mesecev ali šest mesecev, glede na to katero obdobje je bližje dolžini določenega obdobja obrestovanja (če sta dolžini določenega obdobja obrestovanja enako blizu dve taki obdobji, pa povprečju za ti dve obdobji).

(d) Na vsak datum določitve obresti bo banka v skladu s predhodno točko (c) določila obrestno mero, ki bo veljala za ustrezno obdobje obrestovanja, in bo o tem takoj obvestila kreditojemalca.

(e) Če iz kakršnih koli razlogov na kak datum določitve obresti obrestne mere ni možno določiti na podlagi strani 3750 Telerata ali če storitve, ki jih zagotavlja stran 3750 Telerata, niso več dostopne zaradi prenehanja delovanja te službe ali če se banka odloči, da bo prenehala določati obrestno mero na podlagi strani 3750 Telerata, bo banka o tem takoj obvestila kreditojemalca in določila obrestno mero na ustrezni datum določitve obresti na podlagi smiselne uporabe prejšnjega odstavka (c) in ponujenih obrestnih mer, ki jih banki sporočijo tri (3) večje banke, ki poslujejo v valuti kredita na medbančnem trgu v Londonu in jih banka izbere po posvetovanju s kreditojemalcem.

Poglavje 2.08. Provizija za neizkoriščeni del glavnice in začetno končna provizija

(a) Kreditojemalec bo banki plačeval provizijo za neizkoriščeni del glavnice po polodstotni (0,5%) letni stopnji na razpoložljivo vsoto. Provizija za neizkoriščeni del glavnice bo začela teči šestdeseti (60) dan od datuma date of this Agreement, and shall be *pro-rated* on the basis of a 360-day year for the actual number od days elapsed in the relevant period. The commitment charge shall be payable on each Interest Payment Date commencing on the first Interest Payment Date following the date upon which the Agreement becomes effective.

(b) Within seven days after the date upon which this Agreement becomes effective, the Borrower shall pay to the Bank a front-end fee equal to one per cent (1.0%) of the amount of the Loan. The Borrower authorises the Bank to disburse and pay to itself the front-end fee on behalf of the Borrower.

Section 2.09. Repayment

(a) The Borrower shall repay the principal amount of the Loan disbursed in accordance with the amortisation schedule set forth below:

Date Payment Due	Amount Due
21 March 1998	1,250,000
21 September 1998	1,250,000
21 March 1999	1,250,000
21 September 1999	1,250,000
21 March 2000	1,250,000
21 September 2000	1,250,000
21 March 2001	1,250,000
21 September 2001	1,250,000
21 March 2002	1,250,000
21 September 2002	1,250,000
21 March 2003	1,250,000
21 September 2003	1,250,000
21 March 2004	1,250,000
21 September 2004	1,250,000
21 March 2005	1,250,000
21 September 2005	1,250,000
21 March 2006	1,250,000
21 September 2006	1,250,000
21 March 2007	1,250,000
21 September 2007	1,250,000
21 March 2008	1,250,000
21 September 2008	1,250,000
21 March 2009	1,250,000
21 September 2009	1,250,000
Total	30,000,000

(b) If any date for repayment of the Loan set forth in paragraph (a) of this Section is not a Business Day it shall be postponed to the next day which is a Business Day.

Section 2.10. Prepayment

(a) The Borrower may prepay all or part of the Loan disbursed and not repaid together with accrued and unpaid interest thereon on any Interest Payment Date on not less than thirty (30) Business Days' prior written notice to the Bank.

(b) The Borrower shall pay to the Bank, on the date of prepayment, a prepayment administrative fee of one eighth of one per cent (0.125%) of the principal amount of the Loan to be repaid.

(c) In the case of partial prepayment such prepayment:

(1) shall be in an amount equal to the lesser of:

(A) a minimum of USD 1.000,000; or

(B) the total amount of the Loan disbursed and not repaid together with accrued and unpaid interest and other charges; and

(2) shall be applied:

(A) first to pay interest and other charges, and

te pogodbe in bo sorazmerno razdeljena na podlagi leta, ki ima 360 dni, na dejansko število dni, ki bodo pretekli v ustreznem obdobju. Provizija za neizkoriščeni del glavnice zapade v plačilo na vsak datum plačila obresti, začenši s prvim datumom plačila obresti, ki sledi datumu, ko začne pogodba veljati.

(b) V sedmih dneh po datumu, ko začne ta pogodba veljati, bo kreditojemalec plačal banki začetno končno provizijo v višini enega odstotka (1,0%) od zneska kredita. Kreditojemalec pooblašča banko, da v njegovem imenu izplača začetno končno provizijo in jo plača sama sebi.

Poglavje 2.09. Odplačilo

(a) Kreditojemalec bo odplačal glavnico izplačanega kredita v skladu s temle terminskim načrtom odplačevanja:

Datum zapadlosti v plačilo	Zapadli znesek
21. marec 1998	1.250.000
21. september 1998	1.250.000
21. marec 1999	1.250.000
21. september 1999	1.250.000
21. marec 2000	1.250.000
21. september 2000	1.250.000
21. marec 2001	1.250.000
21. september 2001	1.250.000
21. marec 2002	1.250.000
21. september 2002	1.250.000
21. marec 2003	1.250.000
21. september 2003	1.250.000
21. marec 2004	1.250.000
21. september 2004	1.250.000
21. marec 2005	1.250.000
21. september 2005	1.250.000
21. marec 2006	1.250.000
21. september 2006	1.250.000
21. marec 2007	1.250.000
21. september 2007	1.250.000
21. marec 2008	1.250.000
21. september 2008	1.250.000
21. marec 2009	1.250.000
21. september 2009	1.250.000
Skupaj	30.000.000

(b) Če kak datum za odplačilo kredita, ki je naveden pod točko (a) tega poglavja, ne pade na delovni dan, se odplačilo preloži na naslednji delovni dan.

Poglavje 2.10. Vnaprejšnje plačilo

(a) Kreditojemalec lahko vnaprej plača celotni izplačani kredit ali njegov del, ki še ni bil odplačan, skupaj s pripisanimi neplačanimi obrestmi na kateri koli datum plačila obresti, če vsaj trideset (30) delovnih dni pred tem o tem pisno obvesti banko.

(b) Kreditojemalec bo na datum vnaprejšnjega plačila banki plačal administrativno provizijo v višini ene osmine odstotka (0,125%) od vnaprej odplačane glavnice kredita.

(c) Ob delnem vnaprejšnjem plačilu mora biti vnaprej plačani znesek

(1) enak manjši od navedenih vrednosti:

(A) najmanj 1.000.000 USD ali

(B) celotnemu izplačanemu znesku kredita, ki še ni bil odplačan, [illegible]

in drugimi obremenitvami;

(2) in se bo uporabil:

(A) najprej za plačilo obresti in drugih obremenitev;

(B) second to prepay in inverse order of maturity repayment instalments of the principal amount of the Loan disbursed and not repaid.

Section 2.11. Cancellation by the Borrower

(a) Except as provided in Section 6.03 of this Agreement, the Borrower may cancel all or part of the Available Amount on any Interest Payment Date on not less than thirty (30) Business Days prior written notice to the Bank. Such cancellation shall be in an amount equal to the lesser of:

(1) a minimum of USD 1.000.000; or

(2) the Available Amount.

(b) In the event of a cancellation pursuant to Subsection (a) above, the Borrower shall pay to the Bank, on the date of cancellation, a cancellation fee of one eighth of one per cent (0.125%) of the amount being cancelled.

(c) Any cancellation pursuant to this Section shall be applied *pro-rata* to the several maturities of the principal amount of the Loan disbursed and not repaid after the date of such cancellation.

Section 2.12. Default Interest

(a) If the Borrower fails to pay any amount payable by it under the Loan Agreement, the overdue amount shall bear interest at the relevant Default Interest Rate, calculated in accordance with this Section.

(b) Default interest shall:

(1) accrue from day to day from the due date to the date of actual payment,

(2) be prorated on the basis of a 360-day year for the actual number of days in the relevant Default Interest Period;

(3) be compounded at the end of each Default Interest Period; and

(4) be payable forthwith upon demand.

(c) Except as provided in subsection (d) below, the Default Interest Rate shall be the sum of:

(1) two per cent (2%) per annum, and

(2) the Margin, and

(3) the rate for a deposit in the Loan Currency of an amount comparable to the overdue amount offered in the London interbank market for a period equal to the relevant Default Interest Period;

provided, however, that if the Bank determines that deposits in the Loan Currency are not at the relevant time being offered in the London interbank market for a period equal to the relevant Default Interest Period, the Default Interest Rate shall be determined by reference to the cost of funds to the Bank from whatever sources it selects.

(d) If the overdue amount is of loan principal to which a Variable Interest Rate applies and has become due on a date other than an Interest Payment Date, the first Default Interest Period shall end on the next Interest Payment Date and the Default Interest Rate applicable during such period shall be the sum of: two percent (2%) per annum and the interest rate applicable to that amount immediately before it came due.

(e) The determination by the Bank, from time to time, of the Default Interest Period and the Default Interest Rate shall be final and conclusive and shall be binding on the Borrower.

Section 2.13. Payments

Payments of principal, interest, commitment charge, unconditional Reimbursement Commitment charge, front-end fee, prepayment administrative fee, late payment penalty, and any other payment due to the Bank under

(B) potem pa v obratnem vrstnem redu zapadlosti za vnaprejšnje plačilo obrokov tistega dela izplačane glavnice kredita, ki še ni bil odplačan.

Poglavje 2.11. Kreditojemalčev preklic

(a) Razen v primeru, ki ga določa poglavje 6.03 te pogodbe, lahko kreditojemalec prekliče vso razpoložljivo vsoto ali kak njen del na kateri koli datum plačila obresti, če vsaj trideset (30) delovnih dni pred tem banko pisno obvesti o tem. Tak preklic se mora nanašati na znesek, ki je enak manjši od spodnjih vrednosti:

(1) najmanj 1.000.000 USD

(2) ali razpoložljivi vsoti.

(b) Ob preklicu v skladu s predhodno točko (a) bo kreditojemalec na datum preklica banki plačal za preklic provizijo v višini ene osmine odstotka (0.125%) preklicane vsote.

(c) Vsak preklic v skladu s tem poglavjem se sorazmerno porazdeli na izplačane zneske glavnice kredita, ki zapadejo v plačilo in še niso odplačani po datumu takega preklica.

Poglavje 2.12. Zamudne obresti

(a) Če kreditojemalec ne plača kakega zneska, plačljivega po kreditni pogodbi, plača na znesek, s plačilom katerega zamuja, obresti po ustrezni zamudni obrestni meri, ki se obračuna v skladu s tem poglavjem.

(b) Zamudne obresti:

(1) se bodo dnevno pripisovale od datuma zapadlosti do datuma dejanskega plačila,

(2) bodo porazdeljene na podlagi leta, ki ima 360 dni, na dejansko število dni v ustreznem obdobju zamudnih obresti,

(3) se bodo obračunavale ob koncu vsakega obdobja zamudnih obresti

(4) in bodo plačljive takoj na zahtevo.

(c) Razen v primeru iz spodnje točke (d) bo stopnja zamudnih obresti vsota:

(1) dveh odstotkov (2%) na leto in

(2) marže

(3) ter obrestne mere za depozit v valuti kredita v višini, ki je primerljiva znesku zamujenega plačila, ki je predmet ponudbe na londonskem medbančnem trgu v enakem obdobju, kot je ustrezno obdobje zamudnih obresti;

če pa banka ugotovi, da depoziti v valuti kredita v ustreznem času niso predmet ponudbe na londonskem medbančnem trgu v enakem obdobju, kot je ustrezno obdobje zamudnih obresti, se stopnja zamudnih obresti določi na podlagi cene finančnih sredstev za banko iz takšnih virov, ki jih ta izbere.

(d) Če se zamujeni znesek nanaša na glavnico kredita, za katero velja variabilna obrestna mera, in je zapadel v plačilo na kak drug datum od datuma plačila obresti, se prvo obdobje zamudnih obresti konča na naslednji datum plačila obresti, stopnja zamudnih obresti, ki velja v takem obdobju, pa je vsota dveh odstotkov (2%) na leto in obrestne mere, ki je veljala za ta znesek, neposredno preden je zapadel v plačilo.

(e) Obdobje zamudnih obresti in stopnja zamudnih obresti, ki ju banka občasno določi, sta za kreditojemalca dokončna in obvezujoča.

Poglavje 2.13 Plačila

Plačila glavnice, obresti, provizije za neizkoriščeni del glavnice, provizije za brezpogojno plačilno obveznosti, začetno končne provizije, administrativne provizije za vnaprejšnje plačilo, kazni za zamujeno plačilo in vsa druga this Agreement shall be made in the Loan Currency, in immediately available funds at such bank or banks as the Bank shall reasonably request. The determination by the Bank of each such amount shall be final and conclusive unless shown by the Borrower to the satisfaction of the Bank that any such determination has involved manifest error.

ARTICLE III – EXECUTION OF THE PROJECT

Section 3.01. Affirmative Project Covenants
Unless the Bank shall otherwise agree, the Borrower shall:

(a) carry out the Project through NRA with due diligence and efficiency in accordance with sound engineering, administrative, financial, environmental and highway transport standards and practices and shall provide, promptly as needed, the funds, facilities, services and other resources for the Project;

(b) insure or cause the Project to be insured, or make adequate provision satisfactory to the Bank for the insurance of, the imported goods to be financed out of the proceeds of the Loan against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation and against hazards during the construction period; and the indemnity under such insurance shall be payable in a freely usable currency to replace or repair such goods;

(c) at all times operate and maintain, or cause to be operated and maintained, in good working condition any facilities relevant to the Project, and promptly as needed, make or cause to be made all necessary repairs and renewals thereof;

(d) at all times maintain, or cause to be maintained in good condition the roads and other equipment, facilities and infrastructure financed under this Agreement, and make promptly, as required, all necessary repairs and renewals thereof in accordance with sound engineering and public utility practices; and

(e) cause 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.

Section 3.02. Project Implementation Unit
In order to coordinate, manage, monitor and evaluate all aspects of the implementation of the Project, including the procurement of goods, works and services for the Project, the Borrower shall, unless otherwise agreed with the Bank establish within MTC, and at all times during execution of the Project operate, a PIU with adequate resources and suitably qualified personnel, under terms of reference acceptable to the Bank.

Section 3.03. Consultants
In order to assist in the implementation of the Project, the Borrower shall, unless otherwise agreed with the Bank, employ or cause to be employed as required, and use consultants whose qualifications, experience and terms of reference shall be satisfactory to the Bank, including consultants to assist in the implementation of Part C of the Project as described in Schedule 1.

plačila, ki jih je treba plačati banki na podlagi te pogodbe, morajo biti v valuti kredita, pri čemer morajo biti sredstva takoj na razpolago v banki ali bankah, ki jih banka upravičeno lahko določi. Vsak znesek, ki ga banka tako določi, je dokončen, razen če kreditojemalec banki zadovoljivo ne dokaže, da je pri določanju prišlo do očitne napake.

3. ČLEN – IZVEDBA PROJEKTA

Poglavje 3.01. Splošne obveznosti v zvezi s projektom
Če se banka ne dogovori drugače, bo kreditojemalec:

(a) izvajal projekt preko RUC z ustrezno zavzetostjo in učinkovitostjo v skladu s primernimi standardi in prakso, ki se uporabljajo v tehniki, upravi, financah, varovanju okolja in prevozu po avtocestah, in bo pravočasno preskrbel potrebna finančna sredstva, naprave, storitve in druga sredstva za projekt;

(b) zavaroval ali zagotovil zavarovanje projekta ali sprejel za banko sprejemljive ukrepe za zavarovanje uvoženega blaga, financiranega iz sredstev kredita za projekt, pred nevarnostmi v zvezi z njegovo nabavo, prevozom in dostavo na kraj uporabe ali montaže in proti nevarnostim med gradnjo; odškodnina na podlagi takega zavarovanja pa se bo izplačevala v prosto uporabni valuti za zamenjavo ali popravilo tega blaga;

(c) ves čas upravljal in vzdrževal vse objekte in naprave v zvezi s projektom ali zagotavljal njihovo upravljanje in vzdrževanje v primernem delovnem stanju in na njih pravočasno opravljal potrebna popravila in obnovitve ali te zagotavljal;

(d) ves čas upravljal in vzdrževal v primernem obratovalnem stanju ceste in drugo opremo, objekte in naprave ter infrastrukturo, ki se financirajo na podlagi tega sporazuma, ali zagotavljal njihovo upravljanje in vzdrževanje, in na njih pravočasno opravljal potrebna popravila in obnovitve v skladu s primerno prakso na področju tehnike in komunalnih storitev;

(e) in zagotovil, da se bodo blago, dela in storitve, financirani iz sredstev kredita za projekt, uporabljali izključno za projekt.

Poglavje 3.02. Enota za izvedbo projekta
Zaradi usklajevanja, upravljanja, spremljanja in presojanja vseh vidikov v zvezi z izvedbo projekta skupaj z nabavo blaga in zagotavljanjem del in storitev za projekt bo kreditojemalec, če se ne bo drugače dogovoril z banko, v MPZ ustanovil EIP z ustreznimi sredstvi in primerno usposobljenim osebjem; ki jo bo ves čas izvedbe projekta tudi vodil v skladu s pristojnostmi, ki bodo za banko sprejemljive.

Poglavje 3.03. Svetovalci
Zaradi podpore pri izvajanju projekta bo kreditojemalec, če se ne bo drugače dogovoril z banko, po potrebi zaposlil ali zagotovil zaposlitev in uporabo svetovalcev, katerih usposobljenost, izkušnje in pristojnosti bodo za banko sprejemljive, vključno svetovalcev za pomoč pri izvedbi dela C projekta iz Dodatka 1.

Section 3.04. Procurement

(a) Except as the Bank shall otherwise agree, procurement of goods, works and services, including consultants' services, required for the Project and to be financed out of the proceeds of the Loan shall be governed by the EBRD Procurement Rules and the provisions of Schedule 3 to this Agreement.

(b) The Borrower shall not launch tenders for any Road Scheme until:

(A) final planning approvals and location decrees shall have been issued; and

(B) all land and planning approvals becessary for the Road Scheme shall have been obtained.

Section 3.05. Road Expenditure Programme

The Borrower shall:

(a) commencing with the Road Expenditure Programme and Financing Plan for 1995, prepare and furnish to the Bank for review and comment, not later than 30 October of each of its fiscal years beginning in October 1994 and until the Loan is fully disbursed, the following information of such scope and detail as the Bank shall reasonably request:

(1) a report on the progress achieved in carrying out the current Road Expenditure Programme and Financing Plan;

(2) proposed revisions to the current Road Expenditure Programme and Financing Plan and the proposed Road Expenditure Programme and Financing Plan for the following fiscal year including the allocation for routine and periodic maintenance and major new construction; and

(b) afford the Bank a reasonable opportunity to review and comment on the information to be furnished to the Bank in accordance with subsection (a) above, and thereafter, promptly introduce any revisions in a manner that such Road Expenditure Programme and Financing Plan for the following year are satisfactory to the Bank; and

(c) with respect to the foregoing and except as the Bank shall otherwise agree, the Borrower shall not introduce any material change in the Road Expenditure Programme or the Financing Plan as agreed between the Bank and the Borrower, including the Road Expenditure Programme and Financing Plan for 1994.

Section 3.06. Feasibility Criteria for Road Schemes

(a) The Borrower will ensure that Road Schemes submitted to the Bank for consideration under the Project fulfil the following criteria:

(1) the preparation and analysis relating to each Road Scheme shall be in such detail as the Bank may reasonably request;

(2) the economic return of each Road Scheme shall be at least equal to 12 percent (12 %); and

(3) an environmental assesment shall have been carried out and the recommended actions reflected in the implementation programme.

(b) Thereafter, except as the Bank shall otherwise agree, the Borrower shall:

(1) include in Part A of the Project only such Road Schemes which have been approved by the Bank in accordance with this Section; and

(2) carry out such Road Schemes:

(A) in accordance with this Section; and

(B) in their order of priority as determined by their economic rates of return.

Poglavje 3.04. Nabava materiala in oddaja del in storitev

(a) Če se banka ne dogovori drugače, bo nabavo materiala in oddajo del in storitev, vključno s svetovalnimi, za potrebe projekta na podlagi financiranja iz sredstev kredita urejal Pravilnik EBOR o nabavi materiala in oddaji del in storitev skupaj z določbami Dodatka 3 k tej pogodbi.

(b) Kreditojemalec ne bo objavljal razpisov za noben cestni projekt, dokler:

(A) ne bodo izdani dokončni prostorsko ureditveni in lokacijski odloki

(B) in dokler ne bodo pridobljena vsa zemljiška in prostorsko ureditvena soglasja za cestni projekt.

Poglavje 3.05. Program izdatkov v zvezi s cestami

Kreditojemalec bo:

(a) začenši s programom porabe in načrtom financiranja za ceste za leto 1995 najkasneje do 30. oktobra vsakega proračunskega leta z začetkom oktobra 1994 in do dokončnega izplačila kredita pripravil in predložil banki zaradi pregleda in posredovanja pripomb naslednje informacije, ki bodo po obsegu in podrobnostih ustrezale upravičenim zahtevam banke:

(1) poročilo o napredovanju v zvezi z izvedbo tekočega programa porabe in načrta financiranja za ceste;

(2) predlagane popravke tekočega programa porabe in načrta financiranja za ceste ter predlaganega programa porabe in načrta financiranja za ceste za naslednje proračunsko leto skupaj z dodeljenimi sredstvi za tekoče in redno vzdrževanje in pomembnejše nove gradnje.

(b) Banki bo dal možnost, da bo pregledala informacije, ki ji jih mora preskrbeti v skladu s predhodno točko (a), in dala nanje pripombe, morebitne popravke pa bo takoj vnesel v program porabe in načrt financiranja za ceste za naslednje leto, tako da bosta ustrezala zahtevam banke.

(c) V zvezi z navedenim kreditojemalec razen v primeru drugačnega dogovora z banko ne bo vnašal v program porabe in načrt financiranja za ceste, za katera sta se dogovorila banka in kreditojemalec, vključno v program porabe in načrt financiranja za ceste za leto 1994, nobenih bistvenih sprememb.

Poglavje 3.06. Merila upravičenosti za cestne projekte

(a) Kreditojemalec bo zagotovil, da bodo cestni projekti, ki bodo v zvezi s projektom predloženi banki v obravnavo, ustrezali temle merilom:

(1) priprava posameznega cestnega projekta in analize v zvezi z njim morajo biti tako podrobne, kot lahko banka upravičeno zahteva;

(2) ekonomska donosnost posameznega cestnega projekta mora biti vsaj dvanajstodstotna (12 %);

(3) izdelati je treba z okoljem povezano oceno in predlagane ukrepe upoštevati v programu izvedbe.

(b) Če se banka ne dogovori drugače, bo kreditojemalec:

(1) vnesel v del A projekta samo tiste cestne projekte, ki jih banka potrdi v skladu s tem poglavjem.

(2) in bo take cestne projekte izvajal

(A) v skladu s tem poglavjem

(B) in po prednostnem vrstnem redu, določenem v skladu z njihovo stopnjo ekonomske donosnosti.

Section 3.07. Feasibility Study and Environmental Assessment Guidelines

Unless the Bank shall otherwise agree the Borrower shall ensure that Part D of the Project will be implemented in accordance with a timetable agreed with the Bank and shall in any event be completed not later than 30 June 1995.

Poglavje 3.07. Študija upravičenosti in smernice za oceno z okoljem povezanih vidikov

Če se banka ne dogovori drugače, bo kreditojemalec zagotovil, da bo del D projekta izveden v skladu s terminskim načrtom, za katerega se bo dogovoril z banko, v vsakem primeru pa mora biti dokončan najkasneje 30. junija 1995.

Section 3.08. Cooperation and Information

The Bank and the Borrower shall cooperate fully to assure that the purposes for which the Loan is made will be accomplished. To that end, the Bank and the Borrower shall from time to time, at the request of either of them, exchange views with regard to the progress of the Project, the purposes for which the Loan is made, and the performance of the Borrower's obligations under this Agreement and furnish to the other party all such information related thereto as it shall reasonably request, and the Borrower shall promptly inform the Bank of any proposed change in the nature or scope of the Project and of any event or condition which might materially affect the carrying out of the Project.

Poglavje 3.08. Sodelovanje in obveščanje

Banka in kreditojemalec bosta tesno sodelovala, da bi zagotovila doseganje ciljev, zaradi katerih je bil kredit odobren. V ta namen si bosta banka in kreditojemalec na zahtevo katerega koli od njiju občasno med seboj izmenjevala stališča o napredovanju projekta, ciljih, zaradi katerih je bil kredit odobren, in izpolnjevanju obveznosti kreditojemalca po tej pogodbi in drugi stranki dala vse s tem povezane podatke, ki bi jih ta upravičeno zahtevala, kreditojemalec pa bo pravočasno obveščal banko o vsakršni predlagani spremembi v zvezi z naravo ali obsegom projekta in o vsakem dogodku ali stanju, ki bi lahko bistveno vplivalo na izvajanje projekta.

Section 3.09. Records and Reports

(a) The Borrower shall:

(1) maintain procedures and records adequate to record and monitor the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Loan, and to disclose their use in the Project, and will make such records available to the Bank's representatives on request of the Bank;

(2) enable the Bank's representatives at the Bank's request to visit any facilities and construction sites included in the Project and to examine the goods, works and services financed out of the proceeds of the Loan and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Borrower under this Agreement;

(3) furnish to the Bank's representatives semi-annually all such information as the Bank shall reasonably request concerning the Project, including information on environmental matters relating to the Project, its cost and, where appropriate, the benefits to be derived from it, the expenditure of the proceeds of the Loan and the goods, works and services financed out of such proceeds; and

(4) furnish, or cause to be furnished, to the Bank's representatives promptly upon their preparation, any plans, specifications, reports, contract documents and construction and procurement schedules for the Project, and any material modifications thereof or additions thereto, in such detail as the Bank shall reasonably request.

(b) Promptly after completion of the Project, but in any event not later than six months after the date specified in or established under Section 2.03 or such later date as may be agreed for this purpose between the Bank and the Borrower, the Borrower shall prepare and furnish to the Bank a report, of such scope and in such detail as the Bank shall reasonably request, on the execution and operation of the Project, including information on environmental matters relating to the Project, its cost and the benefits derived and to be derived from it, the performance by the Borrower and the Bank of their respective obligations under this Agreement and the accomplishment of the purposes of the Loan.

Poglavje 3.09. Evidenca in poročila

(a) Kreditojemalec bo:

(1) izvajal postopke in vodil evidence zaradi ustreznega beleženja in spremljanja napredovanja projekta (vključno njegovih stroškov in koristi, ki naj bi jih prinašal) ter ugotavljanja blaga, del in storitev, financiranih iz sredstev kredita, in prikazovanja njihove uporabe v projektu in bo dal take evidence na zahtevo banke na razpolago zastopnikom banke;

(2) na zahtevo banke omogočil zastopnikom banke obisk vsakega objekta in gradbišča v okviru projekta in pregled blaga, del in storitev, ki se financirajo iz sredstev kredita, in postrojev, naprav, lokacij, tovarn, zgradb, premoženja, opreme, evidenc in dokumentacije, ki se nanašajo na izpolnjevanje kreditojemalčevih obveznosti po tej pogodbi;

(3) zastopnikom banke vsakega pol leta posredoval vse informacije o projektu, ki bi jih banka upravičeno zahtevala, vključno informacije o vprašanjih varstva okolja, ki zadevajo projekt, o njegovih stroških in, v določenih primerih, o koristih, ki naj bi iz njega izhajale, porabi sredstev kredita in blagu, delih in storitvah, financiranih iz teh sredstev;

(4) in zastopnikom banke takoj po izdelavi posredoval ali poskrbel, da bodo ti dobili vse načrte, specifikacije, poročila, pogodbeno dokumentacijo in terminske načrte s projektom povezane gradnje in nabave in vse pomembne spremembe ali dodatke v zvezi s tem, ki bodo tako podrobni, kot lahko banka upravičeno zahteva.

(b) Takoj po dokončanju projekta, v vsakem primeru pa najkasneje šest mesecev po datumu, navedenem v poglavju 2.03 ali določenem na njegovi podlagi, oziroma po kakem kasnejšem datumu, za katerega se utegneta dogovoriti banka in kreditojemalec, bo kreditojemalec pripravil in posredoval banki poročilo, ki bo po obsegu in podrobnostih ustrezalo upravičenim zahtevam banke o izvedbi in upravljanju projekta, skupaj z informacijami o vprašanjih varstva okolja v zvezi s projektom, stroških v zvezi s tem in že doseženih ali predvidenih koristih, ki naj bi iz njega izhajale, o obveznostih, ki jih izpolnita kreditojemalec in banka po tej pogodbi, ter o doseganju ciljev kredita.

Section 3.10. Land Acquisition

The Borrower shall take, or cause to be taken, all such action as shall be necessary to acquire as and when needed all such land and rights in respect of land as shall be required for carrying out the Project and shall furnish to the Bank, promptly upon its request, evidence satisfactory to the Bank that such land and rights in respect of land are available for purposes related to the Project.

ARTICLE IV – FINANCIAL COVENANTS

Section 4.01. Financial Reporting Requirements

(a) The Borrower shall maintain procedures, records and accounts, necessary for the complete and fair presentation in accordance with consistently maintained sound accounting practices, of the operations, resources and expenditures in respect of the Project of the departments or agencies of the Borrower, including NRA, responsible for carrying out the Project or any part thereof, including its costs and the benefits to be derived from it.

(b) The Borrower shall:

(1) have the records and accounts referred to in paragraph (a) of this Section, including the records and accounts for the Special Account for each fiscal year prepared and audited, in accordance with international generally accepted auditing principles consistently applied, by independent auditors acceptable to the Bank;

(2) furnish to the Bank as soon as available, but in any case not later than six (6) monts after the end of each such fiscal year, the report of such audit by said auditors of such scope and in such detail as the Bank shall have reasonably requested; and

(3) furnis to the Bank such other information concerning said records and accounts as well as the audit thereof, as the Bank shall from time to time reasonably request.

Section 4.02. Negative Pledge

(a) The Borrower undertakes to ensure that no other external debt shall have priority over the Loan in the allocation, realisation or distribution of foreign exchange held under the control or for the benefit of the Borrower. If any lien shall be created on any public assets as security for any external debt, or any arrangement having an equivalent effect, which will or might result in a priority for the benefit of the creditor of such external debt in the allocation, realisation or distribution of foreign exchange, such lien shall, unless the Bank shall otherwise agree, *ipso facto*, and at no cost to the Bank, equally and rateably secure the principal of, and interest and other charges on, the Loan, and the Borrower, in creating or permitting the creation of such lies, shall make express provision to that effect; provided, however, that if for any constitutional or other legal reason such provision cannot be made with respect to any lien created on assets of any of its political or administrative subdivisions, the Borrower shall promptly and at no cost to the Bank secure the principal of, and interest and other charges on, the Loan by an equivalent lien on other public assets satisfactory to the Bank.

(b) The foregoing undertaking shall not apply to:

(1) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of that property or as security for the payment of debt incurred for the purpose of financing the purchase of such property; and

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

Poglavje 3.10. Pridobitev zemljišča

Kreditojemalec bo sprejel oziroma zagotovil sprejetje vseh ukrepov, potrebnih za pridobitev zemljišča in z njim povezanih pravic, potrebnih za izvedbo projekta, in bo banki na njeno zahtevo pravočasno posredoval ustrezna dokazila, ki bodo banko prepričala, da je tako zemljišče s pripadajočimi pravicami na razpolago za projekt.

4. ČLEN – FINANČNE OBVEZNOSTI

Poglavje 4.01. Zahteve v zvezi s finančnimi poročili

(a) Kreditojemalec bo izvajal postopke, vodil evidence in pripravljal obračune, ki so v skladu z dosledno uporabo knjigovodskih postopkov primerne vrste potrebni za popolno in verodostojno predstavitev s projektom povezanih dejavnosti, sredstev in izdatkov njegovih resorjev in agencij skupaj z RUC, odgovornih za izvedbo projekta ali kakega njegovega dela, vključno s posledičnimi stroški in koristmi.

(b) Kreditojemalec bo:

(1) za vsako proračunsko leto izdelavo in pregled evidenc in obračunov iz točke (a) tega poglavja, vključno z evidencami in obračuni v zvezi s posebnim računom, zaupal neodvisnim revizorjem, ki bodo za banko sprejemljivi in bodo pri svojem delu dosledno upoštevali splošno uveljavljena mednarodna revizijska načela;

(2) banki takoj, ko bo na razpolago, vendar pa v vsakem primeru najkasneje šest (6) mesecev po koncu proračunskega leta, predložil poročilo teh revizorjev o takih revizijah, ki bo po obsegu in podrobnostih ustrezalo upravičenim zahtevam banke;

(3) in bo banki dal druge informacije o evidencah in obračunih in njihovi reviziji, ki jih bo banka občasno upravičeno zahtevala.

Poglavje 4.02. Zaveza glede pravice do zaplembe

(a) Kreditojemalec se zavezuje, da bo zagotovil, da noben zunanji dolg ne bo imel prednosti pred tem dolgom pri usmerjanju, unovčevanju ali razporejanju deviznih sredstev, ki so pod njegovim nadzorom ali shranjena v njegovo dobro. Če bo v zvezi s kakim zunanjim dolgom kot varščina zagotovljena pravica do zaplembe določenega javnega premoženja ali sklenjen dogovor z enakim učinkom, ki bo oziroma bi lahko upniku takega zunanjega dolga zagotavljal prednost pri usmerjanju, unovčevanju ali razporejanju deviznih sredstev, bodo s tako pravico do zaplembe, če se banka drugače ne dogovori, ipso facto, brez vsakršnih stroškov za banko prav tako sorazmerno zavarovani glavnica, obresti in druge obremenitve v zvezi s tem kreditom, kreditojemalec pa bo pri dodeljevanju ali zagotavljanju dodelitve take pravice do zaplembe to izrecno določil; če pa zaradi morebitnih ustavnih ali drugih zakonskih razlogov v zvezi s pravico do zaplembe premoženja kake njegove politične ali upravne enote take določbe ni mogoče zagotoviti, bo kreditojemalec brez vsakršnih stroškov za banko zavaroval glavnico in obresti oziroma druge obremenitve v zvezi s tem dolgom z enakovredno pravico do zaplembe kakega drugega javnega premoženja, ki bo za banko sprejemljiva.

(b) Predhodna zaveza pa ne velja za:

(1) pravico do zaplembe kakega imetja, ki je zagotovljena ob nakupu le-tega zgolj kot varščina za plačilo nakupne cene tega imetja ali kot varščina za plačilo dolga za financiranje nakupa takega imetja;

(2) in za pravico do zaplembe, ki izhaja iz običajnih bančnih transakcij zaradi zavarovanja dolga, ki zapade v plačilo najkasneje eno leto po svojem datumu.

Section 4.03. Financial and Economic Data

(a) The Borrower shall furnish to the Bank all such information as the Bank shall reasonably request:

(1) with respect to financial and economic conditions in its territory, including its balance of payments and its external debt as well as that of its political or administrative subdisivions and of any entity owned or controlled by, or operating for the account or benefit of, the Borrower or any such subdivision, and of any institution performing the functions of a central bank or exchange stabilisation fund, or similar functions, for the Borrower, and

(2) with respect to proposals to implement economic reforms, including proposed measures for privatisation, in the road sector which may have an impact on the Project, including reforms in the legal or regulatory framework for such sector.

(b) The Borrower shall afford all reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Loan or the Project.

ARTICLE V – EXEMPTIONS AND CHARGES

Section 5.01. Taxes

(a) This Agreement and any related document shall be free from any and all taxes levied by, or in the territory of, the Borrower on or in connection with the execution, delivery, registration or performance thereof.

(b) The proceeds of the Loan shall not be disbursed on account of payments for any taxes levied by, or in the territory of, the Borrower.

(c) The Bank may, by notice to the Borrower, increase or decrease the percentage for disbursement from any Category in Schedule 2 of this Agreement as required to be consistent with paragraph (b) of this Section.

Section 5.02. Fees and Costs

The Borrower shall bear any professional, banking, transfer or exchange fees and costs incurred in the preparation, execution, registration and implementation of this Agreement and any related document.

Section 5.03. Manner of Payment

All amounts payable to the Bank under this Agreement shall be paid in the Loan Currency:

(a) at such places as the Bank shall reasonably request; and

(b) without deduction for, and free from, any and all taxes, charges and restrictions of any kind imposed by, or in the territory of, the Borrower. Amounts due to the Bank hereunder shall be deemed paid when received without such deductions by the Bank.

ARTICLE VI – SUSPENSION AND CANCELLATION

Section 6.01. Suspension

(a) If any of the following events shall have occurred and be continuing, the Bank may, by notice to the Borrower, suspend in whole or in part the right of the Borrower to make application for disbursements:

(1) the Borrower shall have failed to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal or interest or any other amount due to the Bank,

(A) under this Agreement, or

Poglavje 4.03. Finančni in gospodarski podatki

(a) Kreditojemalec bo posredoval banki vse podatke, ki jih bo ta upravičeno zahtevala:

(1) v zvezi s finančnimi in gospodarskimi razmerami na njegovem ozemlju, vključno s plačilno bilanco in zunanjim dolgom kreditojemalca in tudi njegovih političnih ali upravnih enot ali subjekta, ki je v lasti kreditojemalca ali pod njegovim nadzorom ali deluje za račun oziroma v korist kreditojemalca ali take enote, in katere koli ustanove, ki opravlja funkcijo centralne banke ali deviznega stabilizacijskega fonda ali podobne funkcije za kreditojemalca;

(2) in v zvezi s predlogi za izvedbo gospodarskih reform skupaj s predlaganimi privatizacijskimi ukrepi v cestnem sektorju, ki bi lahko vplivali na projekt in obsegajo tudi reforme zakonodajnega okvira na tem področju.

(b) Kreditojemalec bo zagotovil zastopnikom banke vse potrebne možnosti za obisk katerega koli dela svojega ozemlja, ki bi bil potreben v zvezi s kreditom ali projektom.

5. ČLEN – OPROSTITVE DAVKOV IN DAJATVE

Poglavje 5.01. Dajatve

(a) Ta pogodba z vsemi dokumenti v zvezi z njo bo oproščena vseh dajatev, ki jih predpisuje kreditojemalec ali so predpisane na njegovem ozemlju za njeno podpisovanje, izročitev, registracijo ali izvajanje ali v zvezi z njimi.

(b) Sredstva kredita se ne bodo izplačevala za plačilo morebitnih dajatev, ki jih nalaga kreditojemalec ali so predpisane na njegovem ozemlju.

(c) Banka lahko z obvestilom, ki ga pošlje kreditojemalcu, ustrezno poveča ali zmanjša odstotek za izplačilo v okviru vsake kategorije v Dodatku 2 k tej pogodbi, če je to potrebno za uskladitev s točko (b) tega poglavja.

Poglavje 5.02. Provizije in stroški

Kreditojemalec bo poravnal vse morebitne provizije in stroške za strokovne ali bančne storitve in prenos ali menjavo ter stroške, ki nastanejo pri pripravi, podpisu, registraciji in uveljavljanju te pogodbe in vseh s tem povezanih dokumentov.

Poglavje 5.03. Način plačila

Vsi zneski, ki jih je treba plačati banki po tej pogodbi, bodo plačani v valuti kredita:

(a) na takih mestih, ki jih lahko banka upravičeno zahteva,

(b) in brez vseh morebitnih dajatev, obremenitev ali omejitev oziroma odbitkov zanje, ki jih nalaga kreditojemalec ali so predpisani na njegovem ozemlju. Vsote, ki jih je treba po tej pogodbi plačati banki, bodo dejansko plačane takrat, ko jih bo banka prejela brez takih odbitkov.

6. ČLEN – ZAČASNI ODVZEM IN PREKLIC

Poglavje 6.01. Začasni odvzem

(a) Če se pripeti kateri koli od navedenih dogodkov in če traja, lahko banka z obvestilom, ki ga pošlje kreditojemalcu, temu začasno v celoti ali deloma odvzame pravico do predložitve zahtevkov za izplačila:

(1) če kreditojemalec ne plača glavnice, obresti ali kake druge vsote, ki jo dolguje banki (ne glede na to, da je to plačilo lahko opravila kaka tretja oseba):

(A) na podlagi te pogodbe

(B) under any other loan or guarantee agreement between the Bank and the Borrower, or

(C) in consequence of any guarantee or other financing of any kind provided by the Bank to any third party with the agreement of the Borrower;

(2) the Borrower shall have failed to perform any other obligation under this Agreement, or under Article 21.2 of the Agreement Establishing the Bank;

(3) the Bank shall have suspended in whole or in part the right of the Borrower to make application for disbursements under any other loan agreement with the Bank because of a failure by the Borrower to perform any of its obligations under such agreement or any guarantee agreement with the Bank;

(4) a situation shall have arisen which in the opinion of the Bank shall make it improbable that the Project can be carried out or that the Borrower will be able to perform its obligations under this Agreement;

(5) after the date of this Agreement and prior to the date referred to in Section 9.04 of this Agreement, any event shall have occurred which would have entitled the Bank to suspend the Borrower's right to make applications for disbursements if this Agreement had been effective on the date such event occurred;

(6) the legislative and regulatory framework applicable to the road sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived;

(7) any event specified in Section 7.01(c) shall have occurred;

(8) the Bank shall have suspended or otherwise modified access by the Borrower to Bank resources pursuant to a decision of the Board of Governors of the Bank under Article 8.3 of the Agreement Establishing the Bank.

(b) The right of the Borrower to make application for disbursements shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to suspension shall have ceased to exist, unless the Bank shall have notified the Borrower that the right to make applications for disbursements has been restored; provided, however, that in the case of any such notice of restoration the right to make application for disbursements shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Bank in respect of any other subsequent event described in this Section.

Section 6.02. Cancellation by the Bank

(a) If:

(1) the right of the Borrower to make application for disbursements shall have been suspended with respect to any amount of the Loan for a continuous period of thirty (30) days, or

(2) at any time the Bank determines, after consultation with the Borrower, that an amount of the Loan will not be required to finance the Project's costs to be financed out of the proceeds of the Loan, or

(3) at any time the Bank determines that the procurement of any item is inconsistent with the procedures set forth or referred to in this Agreement and establishes the amount of expenditures in respect of such item which would otherwise have been eligible for financing out of the proceeds of the Loan, or

(4) at any time the Bank determines that the utilisation of funds deposited in the Special Account is inconsistent with the procedures set forth or referred to in this Agreement, or

(B) ali na podlagi kake druge kreditne ali garancijske pogodbe med banko in kreditojemalcem

(C) ali zaradi kakega poroštva ali drugega financiranja, ki ga banka zagotovi kaki tretji stranki s soglasjem kreditojemalca;

(2) če kreditojemalec ne izpolni kake druge obveznosti po tej pogodbi ali iz člena 21.2 Sporazuma o ustanovitvi banke;

(3) če banka kreditojemalcu začasno v celoti ali deloma odvzame pravico do predložitve zahtevkov za izplačila na podlagi kake druge kreditne pogodbe, sklenjene z banko, zaradi tega ker kreditojemalec ni izpolnil kake svoje obveznosti po taki pogodbi ali morebitni garancijski pogodbi z banko;

(4) če bi se pojavile razmere, v katerih bi bilo po mnenju banke malo verjetno, da bi bilo mogoče projekt izvesti ali da bi lahko kreditojemalec izpolnjeval svoje obveznosti po tej pogodbi;

(5) če se po datumu te pogodbe in pred datumom, ki je omenjen v poglavju 9.04 te pogodbe, pripeti kak dogodek, ki bi banki dajal pravico, da kreditojemalcu začasno odvzame pravico do predložitve zahtevkov za izplačila, če bi ta pogodba veljala na datum, ko se je tak dogodek pripetil;

(6) če bi bil dopolnjen, začasno preklican, odpravljen, razveljavljen ali opuščen zakonodajni in regulativni okvir, ki velja za cestni sektor na ozemlju kreditojemalca;

(7) če se pripeti kateri koli dogodek, ki je omenjen v točki (c) poglavja 7.01;

(8) če banka kreditojemalcu začasno odvzame možnost dostopa do bančnih sredstev ali kako drugače spremeni način tega dostopa na podlagi odločitve sveta guvernerjev banke v skladu s členom 8.3 Sporazuma o ustanovitvi banke.

(b) Kreditojemalcu bo pravica do vložitve zahtevkov za izplačila glede na primer v celoti ali deloma začasno odvzeta, dokler ne bo odpravljen dogodek ali dogodki, zaradi katerih je prišlo do začasnega odvzema, razen če banka ne obvesti kreditojemalca o vrnitvi pravice do vložitve zahtevkov za izplačila. Vendar pa bo ob obvestilu o vrnitvi pravice do vložitve zahtevkov za izplačila ta pravica obnovljena le v obsegu in pod pogoji, navedenimi v takem sporočilu, tako obvestilo pa ne bo vplivalo na nobeno pravico, pooblastilo ali pravno sredstvo banke oziroma ne bo na škodo le-teh v zvezi s kakim drugim kasnejšim dogodkom, opisanim v tem poglavju.

Poglavje 6.02. Preklic s strani banke

(a) Če:

(1) se kreditojemalcu začasno za neprekinjeno obdobje tridesetih (30) dni odvzame pravica do vložitve zahtevkov za izplačila v zvezi s katero koli vsoto kredita,

(2) ali če banka v katerem koli trenutku po posvetovanju s kreditojemalcem ugotovi, da kakšen znesek kredita ne bo potreben za financiranje stroškov projekta, ki naj bi se financirali iz sredstev kredita;

(3) ali če banka v katerem koli trenutku ugotovi, da zagotovitev kake postavke ni v skladu s postopki, določenimi ali omenjenimi v tej pogodbi, in določi stroške za tako postavko, ki bi jih bilo drugače mogoče financirati iz sredstev kredita;

(4) ali če banka v katerem koli trenutku ugotovi, da je uporaba sredstev, ki so položena na posebnem računu, neskladna s postopki, ki so določeni ali omenjeni v tej pogodbi.

(5) after the date specified in Section 2.03, any Available Amount shall not have been disbursed, the Bank may, by notice to the Borrower, terminate the right of the Borrower to make application for disbursements with respect to such amount. Upon the giving of such notice, such amount of the Loan shall be cancelled.

(b) Any cancellation pursuant to this Section shall be applied *pro-rata* to the several maturities of the principal amount of the Loan disbursed and not repaid after the date of such cancellation.

Section 6.03. Unconditional Reimbursement Commitment Unaffected by Suspension or Cancellation

No cancellation or suspension by the Bank shall apply to amounts subject to any unconditional Reimbursement Commitment entered into by the Bank pursuant to Section 2.06 except as expressly provided in such commitment.

Section 6.04. Obligations of the Borrower

Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article.

ARTICLE VII – ACCELERATION OF MATURITY

Section 7.01. Events of Acceleration

If any of the following events shall occur and shall continue for any period specified below, then at any subsequent time during the continuance of that event, the Bank may by notice to the Borrower declare the principal of the Loan then outstanding to be due and payable immediately together with the interest and other charges thereon, and upon any such declaration such principal, together with the interest and other charges, shall become due and payable immediately:

(a) any event specified in Section 6.01(a)(1) shall have occurred and shall continue for a period of fifteen (15) days;

(b) any event specified in Section 6.01(a)(2) or (6) shall have occurred and shall continue for a period of thirty (30) days after notice thereof shall have been given by the Bank to the Borrower;

(c) any external debt of the Borrower is declared to be and payable prior to its specified maturity.

ARTICLE VIII – ENFORCEABILITY AND ARBITRATION

Section 8.01. Enforceability

The rights and obligations of the parties to this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary. No party to this Agreement shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for any reason.

Section 8.02. Arbitration

The parties to this Agreement shall endeavour to settle amicably all disputes or differences between them arising out of this Agreement or in connection therewith. If the dispute or difference cannot be amicably settled, it shall be submitted to arbitration by the Arbitral Tribunal as hereinafter provided:

(5) ali če po datumu, ki je določen v poglavju 2.03, kaka razpoložljiva vsota ne bi bila izplačana, lahko banka z obvestilom, ki ga pošlje kreditojemalcu, prekliče pravico kreditojemalca do vložitve zahtevkov za izplačila v zvezi s tako vsoto. Po posredovanju takega obvestila je taka vsota kredita preklicana.

(b) Vsak preklic v skladu s tem poglavjem se sorazmerno porazdeli na izplačane zneske glavnice kredita, ki zapadejo v plačilo in še niso odplačani po datumu takega preklica.

Poglavje 6.03. Brezpogojna plačilna obveznost, na katero ne vpliva začasni odvzem ali preklic pravice

Noben preklic ali začasni odvzem pravice s strani banke ne bo veljal za zneske, za katere velja brezpogojna plačilna obveznost, ki jo je sprejela banka v skladu s poglavjem 2.06, razen če to ni izrecno predvideno v taki obveznosti.

Poglavje 6.04. Obveznosti kreditojemalca

Ne glede na morebiten preklic ali začasen odvzem bodo ob upoštevanju posebnih določb iz tega člena še naprej v celoti veljale vse določbe te pogodbe.

7. ČLEN – POSPEŠITEV ZAPADLOSTI V PLAČILO

Poglavje 7.01. Dogodki, ki povzročijo pospešitev

Če se pripeti kateri koli od navedenih dogodkov in traja tako dolgo, kot je navedeno v nadaljevanju, lahko v katerem koli kasnejšem trenutku med trajanjem tega dogodka banka z obvestilom, ki ga pošlje kreditojemalcu, izjavi, da tedaj še neodplačana glavnica kredita takoj zapade v plačilo skupaj z obrestmi in drugimi obremenitvami v zvezi s tem, po tej izjavi pa glavnica skupaj z obrestmi in drugimi obremenitvami takoj zapade v plačilo:

(a) kak dogodek iz točke 6.01(a)(1), ki se pripeti in traja petnajst (15) dni;

(b) kak dogodek iz točk 6.01(a)(2) ali (6), ki se pripeti in traja trideset (30) dni po obvestilu, ki ga v zvezi z njim banka pošlje kreditojemalcu;

(c) kak zunanji dolg kreditojemalca zapade v plačilo in je plačljiv na podlagi izjave pred njegovim predvidenim datumom zapadlosti.

8. ČLEN – UVELJAVLJANJE PRAVIC IN PRISILNA IZPOLNITEV OBVEZNOSTI TER ARBITRAŽA

Poglavje 8.01. Uveljavljanje pravic in prisilna izpolnitev obveznosti

Pravice in obveznosti pogodbenic veljajo in jih je mogoče uveljavljati oziroma je mogoče doseči njihovo izpolnjevanje v skladu s pogoji, ki so v zvezi z njimi navedeni, ne glede na morebitno nasprotujočo lokalno zakonodajo. Nobena pogodbenica v nobenih okoliščinah nima pravice iz kakršnega koli razloga trditi, da je kaka določba te pogodbe neveljavna ali da je ni mogoče uveljavljati.

Poglavje 8.02. Arbitraža

Pogodbenici bosta skušali vse medsebojne spore in nesoglasja, ki izhajajo iz te pogodbe ali so z njo povezane, razreševati na prijateljski način. Če pa kakega spora ali nesoglasja ne bo možno razrešiti po prijateljski poti, ga bosta predložili v razsodbo arbitražnemu sodišču na tale način:

(a) Arbitration proceedings may be instituted by the Borrower against the Bank or vice versa. In all cases, arbitration proceedings shall be instituted by a notice given by the complainant party to the respondent party.

(b) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one by the claimant party, a second by the respondent party and the third (the "Umpire") by agreement of the two arbitrators. If within thirty days after notice of the institution of arbitration proceedings the respondent party fails to appoint an arbitrator, such arbitrator shall be appointed by the President of the International Court of Justice upon the request of the party instituting the proceedings. If the two arbitrators fail to agree on the Umpire within sixty days after the date of the appointment of the second arbitrator, such Umpire shall be appointed by the President of the International Court of Justice.

(c) The Arbitral Tribunal shall convene at the time and place fixed by the Umpire. Thereafter, it shall determine where and when it shall sit. The Arbitral Tribunal shall determine all questions of procedure and questions relating to its competence.

(d) All decisions of the Arbitral Tribunal shall be reached by majority vote. The award of the Tribunal, which may be rendered even if one party defaults, shall be final and binding on both parties by the arbitration proceedings.

(e) Service of any notice or process in connection with any proceedings under this Section 8.02 or in connection with any proceedings to enforce any award rendered pursuant to this Section shall be made in the manner provided in Section 10.01.

(f) The Arbitral Tribunal shall decide on the manner in which the cost of arbitration shall be borne by either or both parties to the dispute.

Section 8.03. Evidence of Indebtedness

In any arbitral proceeding arising out of this Agreement the certificate of the Bank as to any amount due to the Bank under this Agreement shall be prima facie evidence of such amount.

ARTICLE IX – EFFECTIVE DATE; TERMINATION OF THIS AGREEMENT

Section 9.01. Effective Date

This Agreement shall become effective on the date upon which the Bank dispatches to the Borrower notice of its acceptance of the evidence required by Sections 9.02 and 9.03.

Section 9.02. Conditions Precedent to Effectiveness

The Borrower shall furnish the Bank with documentary evidence in form and substance satisfactory to the Bank that:

(a) the execution and delivery of this Agreement by the Borrower have been duly authorised and ratified and that this Agreement is legally binding upon the Borrower in accordance with its terms; and

(b) the Borrower has established in association with NRA the PIU in accordance with Section 3.02.

Section 9.03. Legal Opinion

The Borrower shall furnish the Bank with a legal opinion of the Minister of Justice of the Borrower, in form and substance satisfactory to the Bank, to the effect that

(a) Arbitražni postopek lahko sproži kreditojemalec proti banki in nasprotno. V vsakem primeru pa je treba arbitražni postopek sprožiti z ustreznim obvestilom, ki ga tožeča stranka pošlje obtoženi stranki.

(b) Arbitražno sodišče sestavljajo trije razsodniki, imenovani takole: enega imenuje tožeča stranka, drugega obtožena stranka, tretjega ("predsednika") pa soglasno izbereta imenovana razsodnika. Če v tridesetih dneh po obvestilu o sprožitvi arbitražnega postopka obtožena stranka ne imenuje svojega razsodnika, tega na zahtevo stranke, ki je sprožila postopek, imenuje predsednik Mednarodnega sodišča. Če se imenovana razsodnika v šestdesetih dneh po datumu imenovanja drugega razsodnika ne moreta sporazumeti o predsedniku, slednjega imenuje predsednik Mednarodnega sodišča.

(c) Arbitražno sodišče se sestane v času in na kraju, ki ju določi njegov predsednik. Ta potem določi, kje in kdaj bo razsodišče zasedalo. Arbitražno sodišče odloča o vseh vprašanjih v zvezi s postopkom in svojimi pristojnostmi.

(d) Vse odločitve arbitražnega sodišča se sprejemajo z večinskim glasovanjem. Razsodba razsodišča, ki jo to lahko izreče, tudi če se ena od strank ne pojavi na sodišču, je dokončna in obvezujoča za stranki v arbitražnem postopku.

(e) Pošiljanje obvestil in sodnih pozivov v zvezi s postopki iz poglavja 8.02 ali postopki za izvršbo kake razsodbe, izdane na podlagi tega poglavja, poteka na način, ki je določen v poglavju 10.01.

(f) Arbitražno sodišče določi način, kako bo stroške arbitraže krila posamezna stranka v sporu oziroma obe skupaj.

Poglavje 8.03. Dokazila o zadolženosti

V vsakem arbitražnem postopku, ki izhaja iz te pogodbe, bo potrdilo banke o vsaki vsoti, ki jo je treba po tej pogodbi plačati banki, veljalo kot prima facie dokaz o taki vsoti.

9. ČLEN – DATUM ZAČETKA VELJAVNOSTI; PREKINITEV POGODBE

Poglavje 9.01. Datum začetka veljavnosti

Ta pogodba začne veljati z dnem, ko banka pošlje kreditojemalcu obvestilo o prejemu zahtevanih dokazil iz poglavij 9.02 in 9.03.

Poglavje 9.02. Pogoji, ki jih je treba izpolniti pred začetkom veljavnosti

Kreditojemalec bo banki posredoval dokumente, ki bodo zanjo sprejemljivi po obliki in vsebini in bodo dokazovali:

(a) da sta bila kreditojemalčev podpis in izročitev te pogodbe ustrezno odobrena in ratificirana in da je pogodba zakonsko obvezujoča za kreditojemalca v skladu z njenimi določili;

(b) in da je kreditojemalec v povezavi z RUC ustanovil EIP v skladu s poglavjem 3.02.

Poglavje 9.03. Pravno mnenje

Kreditojemalec bo posredoval banki oblikovno in vsebinsko zadovoljivo pravno mnenje kreditojemalčevega pravosodnega ministra, s katerim ta zagotavlja, da je this Agreement has been duly authorised and ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms together with such other matters as shall be reasonably requested by the Bank in connection therewith.

Section 9.04. Termination for Failure to Become Effective

If this Agreement shall not have come into force and effect ninety (90) days after the date hereof, this Agreement and all obligations of the parties hereunder shall terminate unless the Bank, after consideration of the reasons for the delay, shall establish a later date for the purposes of this Section.

Section 9.05. Termination on Performance

When the entire principal amount of the Loan shall have been repaid and the interrest and all charges which shall have accrued on the Loan shall have been paid, this Agreement and all obligations of the parties thereunder shall fortwith terminate.

ARTICLE X – NOTICES; DESIGNATED REPRESENTATIVES AND MODIFICATIONS

Section 10.01. Notices

Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it has been delivered by hand, mail, cable, telex or telefax to the party to which it is required to be given or made, at the party's address specified below or at any other address as the party shall have specified in writing to the party giving the notice or making the request.

For the Borrower:
Minister of Finance
Republic of Slovenia
Župančičeva 3, 61000 Ljubljana, Slovenia
Telephone: 010 386 61 1765 248
Telefax: 010 386 61 214 640

For the Bank:
European Bank for Reconstruction and Development
Attention: Operations Administration Unit
One Exchange Square
London EC2A 2EH
England
Telephone: (44-71) 338 6000
Telefax: (44-71) 338 6100
Telex: 881 2161

Section 10.02. Authority to Act

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Agreement on behalf of the Borrower, including the right to withdraw funds from the Special Account, shal be taken or executed by the Borrower's Minister of Finance or such other officer of the Borrower as the Minister of Finance shall designate in writing, and the Borrower shall furnish to the Bank and to the commercial bank referred to in Section 2.02(b) sufficient evidence of the authority and the authorised specimen signature of each such officer of the Borrower.

kreditojemalec to pogodbo ustrezno odobril ali ratificiral, da je bila podpisana in izročena v njegovem imenu in da pomeni veljavno in zakonsko obvezujočo dolžnost kreditojemalca v skladu z njenimi določili, skupaj z drugimi zadevami, ki jih sme v zvezi s tem banka upravičeno zahtevati.

Poglavje 9.04. Prekinitev zaradi tega, ker pogodba ni začela veljati

Če ta pogodba ne začne veljati devetdeset (90) dni po datumu te pogodbe, bo skupaj z vsemi obveznostmi pogodbenic prekinjena, razen če banka po proučitvi razlogov za zamudo ne določi kakega kasnejšega datuma za potrebe tega poglavja.

Poglavje 9.05. Prenehanje pogodbe po izpolnitvi obveznosti

Ko bo celotna vsota glavnice kredita odplačana in ko bodo plačane obresti in vse obremenitve, ki izhajajo iz kredita, bo ta pogodba skupaj z vsemi obveznostmi pogodbenic takoj prenehala veljati.

10. ČLEN – OBVESTILA; IMENOVANI ZASTOPNIKI IN SPREMEMBE

Poglavje 10.01. Obvestila

Vsako obvestilo ali zahteva, ki jo je v skladu s to pogodbo treba oziroma dovoljeno posredovati, mora biti v pisni obliki. Tako obvestilo ali zahteva bo ustrezno posredovana, če bo vročena osebno ali poslana po pošti, telegramsko, po teleksu ali telefaksu stranki, ki ji jo je treba posredovati, na njen spodaj navedeni naslov ali na kak drug naslov, ki ga ta stranka pisno sporoči stranki, ki sporočilo ali zahtevo posreduje.

Za kreditojemalca:
Finančni minister
Republika Slovenija
Župančičeva 3, 61000, Ljubljana, Slovenija
Telefon: 010386 61 1765 248
Telefaks: 010386 61 214 640

Za banko:
European Bank for Reconstruction and Development
Attention: Operations Administration Unit
One Exchange Square
London EC2A 2EH
England
Telefon: (44-71) 338 6000
Telefaks: (44-71) 338 6100
Teleks: 881 2161

Poglavje 10.02. Pooblaščenost za sprejemanje ukrepov

Vsako dejanje, ki je v skladu s to pogodbo potrebno ali dovoljeno, in vsak dokument, ki ga je treba ali dovoljeno podpisati v imenu kreditojemalca, vključno s pravico do dviga sredstev s posebnega računa, lahko sprejme ali podpiše kreditojemalčev finančni minister ali kaka druga uradna oseba kreditojemalca, ki jo v pisni obliki imenuje finančni minister, kreditojemalec pa mora banki in komercialni banki, omenjeni v poglavju 2.02(b), posredovati ustrezna dokazila o pooblaščenosti vsake take pooblaščene osebe in njen overjen podpis.

Section 10.03. Modification

Any modification of the provisions of this Agreement may be agreed to on behalf of the Bank by any officer of the Bank authorised from time to time to execute such modification, and on behalf of the Borrower by written instrument executed on behalf of the Borrower by the officer designated by, or pursuant to, Section 10.02; provided, that in the opinion of such officer of the Borrower the modification is reasonable in the circumstances and will not substantially increase the obligations of the Borrower under this Agreement. The Bank may accept the execution by such representative of any such instrument as conclusive evidence that in the opinion of the Borrower the modification requested by such instrument will not substantially increase the obligations of the Borrower hereunder.

Section 10.04. English Language

Any document delivered pursuant to this Agreement shall be in the English language. Documents in any other language shall be accompanied by an English translation thereof certified as being an approved translation and such approved translation shall be conclusive between the parties hereto.

In witness whereof the parties hereto acting through their duly authorised representatives, have caused this Agreement to be signed and delivered at London, England in three (3) copies in the English language, each considered an original as of the day and year first above written.

REPUBLIC OF SLOVENIA	EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT
By:	By:
Name: **Mitja Gaspari**, (s)	Name: **Roy Knighton**, (s)
Title: Minister	Title: Director

SCHEDULE 1 – DESCRIPTION OF THE PROJECT

The purpose of the Project is to i) assist with regional integration within Slovenia and the development of international trade through removal of bottlenecks on the main east-west highway route; ii) encourage more cost-effective road construction and maintenance activities through competitive tendering; iii) ensure that the road construction and maintenance programme is prepared with due regard to economic, technical and environmental criteria; iv) foster the introduction of private sector investment in the operation of existing motorways and/or in further development of the network; and v) ensure improved recovery of road infrastructure costs.

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

Part A: Road Schemes

Construction, or upgrading and maintenance of Road Schemes including:

(1) reconstruction/upgrading of the route between Počehova and Lendava;

(2) reconstruction/upgrading of the route between Slovenska Bistrica and Ptuj; and

(3) widening of the road between Črnuče to Domžale.

Poglavje 10.03. Spremembe

K spremembi določb te pogodbe lahko da v imenu banke pristanek vsaka uradna oseba banke, ki jo slednja občasno pooblasti za podpis take spremembe, v imenu kreditojemalca pa s pisnim dokumentom, podpisanim v imenu kreditojemalca, uradna oseba, navedena v poglavju 10.02 ali imenovana na njegovi podlagi, pri čemer pa mora biti po mnenju take uradne osebe kreditojemalca sprememba v danih razmerah upravičena in ne bo bistveno povečala obveznosti kreditojemalca po tej pogodbi. Banka lahko podpis takega zastopnika na katerem koli takem dokumentu obravnava kot odločilni dokaz, da po mnenju kreditojemalca v dokumentu zahtevana sprememba ne bo bistveno povečala njegovih obveznosti po tej pogodbi.

Poglavje 10.04. Angleški jezik

Vsak dokument, ki bo posredovan na podlagi te pogodbe, mora biti sestavljen v angleškem jeziku. Dokumente v katerem koli drugem jeziku mora spremljati angleški prevod, ki mora biti potrjen in overjen in bo kot tak odločilen v odnosih med pogodbenicama v tej pogodbi.

V potrditev navedenega sta pogodbenici na dan in leto, ki sta navedena na začetku, po svojih ustrezno pooblaščenih zastopnikih podpisali in izročili to pogodbo v Londonu, Anglija, v treh (3) izvodih v angleškem jeziku, ki vsi veljajo kot izvirniki.

REPUBLIKA SLOVENIJA	EVROPSKA BANKA ZA OBNOVO IN RAZVOJ
Podpis:	Podpis:
Ime: **Mitja Gaspari** l. r.	Ime: **Roy Knighton** l. r.
Naziv: Minister	Naziv: Direktor

DODATEK 1 – OPIS PROJEKTA

Namen projekta je i) zagotoviti pomoč pri regionalnem povezovanju Slovenije in razvijanju mednarodne trgovine z odstranitvijo ozkih grl na glavni trasi avtoceste vzhod-zahod; ii) spodbujati varčnejšo gradnjo cest in vzdrževalne dejavnosti na podlagi razpisov; iii) zagotoviti izdelavo programa gradnje in vzdrževanja cest ob upoštevanju, gospodarskih, tehničnih in z okoljem povezanih meril; iv) spodbujati vlaganja zasebnega sektorja pri upravljanju obstoječih avtocest in/ali pri nadaljnjem razvoju cestne mreže; in v) zagotoviti večje vračanje stroškov cestne infrastrukture.

Projekt je sestavljen iz naslednjih delov, ki jih lahko banka in kreditojemalec občasno z medsebojnim dogovorom spremenita:

Del A: Cestni projekti

Izgradnja ali posodobitev in vzdrževanje cest, ki obsega:

(1) rekonstrukcijo/posodobitev trase med Počehovo in Lendavo;

(2) rekonstrukcijo/posodobitev trase med Slovensko Bistrico in Ptujem;

(3) in razširitev ceste med Črnučami in Domžalami.

Part B: Improvement of NRA's Road Monitoring Capabilities

Acquisition and utilisation of road monitoring equipment to improve NRA's construction supervision capability and enhance the utilisation of its road data bank.

Part C: Institutional Development

Institutional Development including assistance in building up expertise in transport planning and project finance in the road sector.

Part D: Road Planning Studies

(1) Preparation of new feasibility study guidelines and updating of evaluation of new investment methodology; and

(2) strategic environmental assessment for the main transport network.

The Project is expected to be completed by 31 December 1997.

SCHEDULE 2 – DISBURSEMENT OF THE PROCEEDS OF THE LOAN

The table below sets forth the Categories of items to be financed out of the proceeds of the Loan, the allocation of the amounts of the Loan to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Loan Allocated in the Loan Currency	% of Expenditures to be Financed
(1) Civil works under Part A	27,700,000	50 %
(2) Goods	1,500,000	100 % of contract value
(3) Consultants' Services	500,000	100 %
(4) Amount due under Section 2.08(b)	300,000	
TOTAL	USD 30,000,000	

2. Notwithstanding the provisions of paragraph 1 above, no disbursement shall be made in respect of payments made for expenditures prior to the date of this Agreement.

3. Notwithstanding the allocation of the amount of the Loan or the percentages for disbursement set forth in this Schedule, if the Bank has reasonably estimated that the amount of the Loan then allocated to any disbursement Category will be insufficient to finance the agreed percentage of all expenditures in that Category, the Bank may, by notice to the Borrower:

(a) reallocate to such Category, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then allocated to another Category and which in the opinion of the Bank are not needed to meet other expenditures; and

(b) if such reallocation cannot fully meet the estimated shortfall, reduce the percentage for disbursement then applicable to such expenditures in the Category where the shortfall exists in order that further disbursements under such Category may continue until all expenditures thereunder shall have been made.

Del B: Povečanje sposobnosti RUC za cestni nadzor

Zagotovitev in uporaba opreme za cestni nadzor zaradi večje sposobnosti RUC za gradbeni nadzor in večje uporabe njene cestne banke podatkov.

Del C: Institucionalni razvoj

Institucionalni razvoj, ki obsega pomoč pri krepitvi strokovnosti na področju prometnega načrtovanja in financiranja projektov v cestnem sektorju.

Del D: Študije o načrtovanju cest

(1) Izdelava novih smernic za študije upravičenosti in posodobitev vrednotenja metodologije novih vlaganj

(2) in z okoljem povezanih strateških ocen glavne prometne mreže.

Projekt naj bi bil predvidoma končan do 31. decembra 1997.

DODATEK 2 – IZPLAČEVANJE SREDSTEV KREDITA

1. Spodnja tabela prikazuje kategorije postavk, ki naj bi se financirale iz sredstev kredita, posameznim kategorijam dodeljene zneske kredita in odstotek izdatkov za postavke, ki naj bi se na ta način financirale znotraj posamezne kategorije:

Kategorija	Dodeljena vsota kredita v valuti kredita	% financiranih izdatkov
(1) Gradbena dela – Del A	27.700.000	50 %
(2) Material	1.500.000	100 % pogodbene vrednosti
(3) Svetovalne storitve	500.000	100 %
(4) Vsota, plačljiva v skladu s poglavjem 2.08(b)	300.000	
SKUPAJ	30.000.000 USD	

2. Ne glede na določbe predhodne točke 1 pa izplačila ne bodo izvršena v zvezi s plačili za izdatke, nastale pred datumom te pogodbe.

3. Ne glede na dodelitev določenega zneska kredita ali določenih odstotkov izplačil, navedenih v tem dodatku, pa lahko banka, če upravičeno presodi, da znesek kredita, ki je že dodeljen kaki kategoriji, upravičeni do izplačila, ne bo zadostoval za financiranje dogovorjenega odstotka vseh izdatkov te kategorije, z obvestilom kreditojemalcu:

(a) prerazporedi v dobro te kategorije v obsegu, ki je potreben za pokritje ocenjenega primanjkljaja, sredstva iz kredita, ki so tedaj dodeljena kaki drugi kategoriji in po mnenju banke niso potrebna za pokrivanje drugih izdatkov;

(b) če pa s tako prerazporeditvijo ni mogoče v celoti pokriti primanjkljaja, lahko zmanjša odstotek, ki je v tistem trenutku predviden za izplačilo za pokrivanje takih izdatkov znotraj kategorije, v kateri primanjkljaj obstaja, da bi omogočila nadaljnje izplačevanje sredstev za to kategorijo do trenutka, ko bodo uresničeni vsi odhodki v okviru take kategorije.

SCHEDULE 3 – PROCUREMENT

1. Tendering Procedures for goods and works and services:

(a) Goods, works and services (excluding consultants' services which are covered under paragraph (2) of this Schedule) shall be procured through open tendering, except that contracts for goods and services for the introduction of road monitoring equipment under Part B of the Project described in Schedule 1, in an aggregate amount not exceeding the equivalent of USD 400,000 and not exceeding the equivalent of USD 200,000 per contract may be procured through shopping.

(b) For purposes of this paragraph, the procedures for open tendering and shopping are set out in Section 3 of the EBRD Procurement Rules.

2. Consultants' Services:

Consultants to be employed by the Borrower to assist in the carrying out the Project shall be selected in accordance with the procedures set out in Section 5 of the EBRD Procurement Rules.

3. Review by the Bank:

(a) All contracts shall be subject to the review procedures set out in Appendix 1 to the Procurement Rules.

(b) The following contracts shall be subject to prior review:

(i) Contracts for works estimated to cost USD 5,000,000 or more;

(ii) Contracts for goods estimated to cost USD 200,000 or more; and

(iii) Contracts for consultants' services estimated to cost USD 50,000 or more.

SCHEDULE 4 – SPECIAL ACCOUNT

1. For the purposes of this Schedule the following terms shall have the following meaning:

"eligible Category" means Categories 1 and 2 set forth in the table in paragraph 2 of Schedule 2 to this Agreement;

"eligible expenditures" means expenditures in respet of the reasonable cost of works and services required for the Project and to be financed out of the proceeds of the Loan allocated from time to time to the eligible Category in accordance with the provisions of Schedule 2 to this Agreement;

"Special Account Maximum Balance" means an amount equalling three million Dollars (USD 3,000,000); and

"Special Account Minimum Disbursement Amount" means an amout equalling one hundred thousand Dollars (USD 100,000).

2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Bank has received evidence satisfactory to it that the Special Account has been duly opened in accordance with terms and conditions acceptable to the Bank, including appropriate protection against set-off, seizure, or attachment, the Borrower may request the Bank to disburse from the Available Amount and deposit into the Special Account an initial amount that shall not exceed the Special Account Maximum Balance nor be less than the Special Account Minimum Disbursement Amount.

DODATEK 3 – POSTOPEK ZA NABAVO MATERIALA IN ODDAJO DEL IN STORITEV

1. Licitacijski postopek za blago, dela in storitve:

(a) Nabava blaga, del in storitev (razen storitev svetovalcev iz 2. točke tega dodatka) bo temeljila na javnih razpisih, kar pa ne velja za blago in storitve, potrebne pri uvedbi opreme za nadzor v okviru dela B projekta iz Dodatka 1, v skupni vrednosti, ki ne presega protivrednosti 400.000 USD in ki na pogodbo ne presega protivrednosti 200.000 USD, ki jih je mogoče nabaviti z nakupom.

(b) Za namene te točke so postopki za javne razpise in nakup navedeni v 3. poglavju Pravilnika EBOR o postopku nabave materiala in oddaji del in storitev.

2. Svetovalne storitve:

Svetovalci, ki jih namerava kreditojemalec uporabiti za pomoč pri izvedbi projekta, bodo izbrani v skladu s postopki, navedenimi v 5. poglavju Pravilnika EBOR o postopku nabave materiala in oddaji del in storitev.

3. Pregledi, ki jih opravi banka:

(a) Pri vseh pogodbah je treba upoštevati postopke pregledovanja, ki so navedeni v Prilogi 1 k Pravilniku o postopku nabave materiala in oddaji del in storitev.

(b) Predhodno morajo biti pregledane tele pogodbe:

(i) pogodbe za dela s predračunsko vrednostjo 5.000.000 USD ali več;

(ii) pogodbe za blago s predračunsko vrednostjo 200.000 USD ali več;

(iii) in pogodbe za storitve svetovalcev s predračunsko vrednostjo 50.000 USD ali več.

DODATEK 4 – POSEBNI RAČUN

1. V tem dodatku imajo navedeni izrazi tale pomen:

"upravičena kategorija" pomeni kategoriji 1 in 2, ki sta tabelarično prikazani v 2. točki Dodatka 2 k tej pogodbi;

"upravičeni izdatki" pomeni izdatke v zvezi z upravičenimi stroški del in storitev, ki so potrebni za projekt in se financirajo iz sredstev kredita, ki se občasno dodeljujejo upravičeni kategoriji v skladu z določbami Dodatka 2 k tej pogodbi;

"maksimalni saldo posebnega računa" pomeni vsoto, ki je enaka trem milijonom dolarjev (3.000.000 USD); in

"minimalna izplačilna vsota posebnega računa" pomeni vsoto, ki je enaka sto tisoč dolarjem (100.000 USD).

2. Izplačila iz posebnega računa bodo namenjena zgolj za upravičene izdatke v skladu z določbami tega dodatka.

3. Ko bo banka prejela ustrezna dokazila o odprtju posebnega računa na predvideni način v skladu s pogoji, ki so za banko sprejemljivi, vključno z ustrezno zaščito pred pobotom, rubežem ali zaplembo, lahko kreditojemalec banko zaprosi, da iz razpoložljive vsote izplača in položi na posebni račun začetno vsoto, ki ne bo večja od maksimalnega salda posebnega računa niti manjša od minimalne izplačilne vsote posebnega računa.

4. Thereafter, the Borrower may request the Bank to disburse additional amounts from the Available Amount and deposit such amounts into the Special Account, subject to the limitations specified in paragraph 6 below and satisfaction of the following conditions for each requested drawdown:

(a) The Borrower shall have submitted to the Bank account statements and documents, and any other evidence requested by the Bank, to demonstrate that amounts disbursed from the Special Account have been properly applied.

(b) After giving effect to the requested disbursement from the Available Amount and deposit of the amount of such disbursement into the Special Account, the balance of the Special Account shall not exceed the Special Account Maximum Balance.

(c) Except as the Bank may from time to time agree, the amount of the requested disbursement from the Available Amount for deposit into the Special Account shall not be less than the Special Account Minimum Disbursement Amount.

5. Without prejudice to the requirement of paragraph 4(a) above, the Borrower shall furnish, at any time the Bank shall reasonably request, a report on the balance and other details of the Special Account, including account statements and such other documents and other evidence as the Bank may request to show that payments made from the Special Account have been in accordance with the requirements set forth in this Schedule.

6. Notwithstanding the provisions of paragraph 4 of this Schedule, the Bank, unless it agrees otherwise, shall not disburse funds from the Available Amount for deposit into the Special Account:

(a) if, at any time, the Bank shall have determined that all further disbursements from the Available Amount should be made in accordance with the provisions of Section 2.02(a) of this Agreement; or

(b) once the Available Amount allocated to the eligible Categories shall equal twice the amount of the Special Account Maximum Balance.

Thereafter, disbursements from the Available Amount allocated to the eligible Categories shall follow such procedures as the Bank shall specify by notice to the Borrower. Such further disbursements shall be made only after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilised in making payments for eligible expenditures.

7. (a) If the Bank shall have determined at any time that any payment out of, or any use of, the Special Account:

(i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or

(ii) was not justified by the evidence furnished to the Bank;

(b) then the Bank may require the Borrower to:

(i) provide such additional evidence as the Bank may request; or

(ii) deposit into the Special Account (or, if the Bank shall so request, repay to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified.

In the event the Bank makes such a determination under (a)(i) or (ii) above, no further disbursements shall be made from the Available Amount for deposit into the Special Account (unless the Bank agrees otherwise) until such time as the Borrower has (x) deposited into the Special Account or repaid to the Bank an amount equal to the amount of such payment (or portion thereof)

4. Nato lahko kreditojemalec zaprosi banko, da izplača dodatne zneske iz razpoložljive vsote ter jih položi na posebni račun, pri tem pa je treba upoštevati omejitve, ki so navedene v točki 6 v nadaljevanju, in za vsak zaprošeni dvig izpolnjevati tele pogoje:

(a) Kreditojemalec bo banki predložil bančne izkaze in dokumente ter vsakršna druga dokazila, ki jih bo banka zahtevala o tem, da so bili zneski, izplačani s posebnega računa, pravilno porabljeni.

(b) Po izvedbi zahtevanega izplačila iz razpoložljive vsote in pologu te izplačane vsote na posebni račun, saldo posebnega računa ne sme biti večji od maksimalnega salda posebnega računa.

(c) Znesek zahtevanega izplačila iz razpoložljive vsote za polog na posebni račun razen na podlagi občasne odobritve banke ne sme biti manjši od minimalne izplačilne vsote posebnega računa.

5. Ne glede na zahtevo iz predhodne točke 4(a) pa bo kreditojemalec, kadar koli bo banka to upravičeno zahtevala, predložil poročilo o saldu in drugih podrobnostih posebnega računa, vključno bančne izkaze in druge dokumente in dokazila, ki jih utegne banka zahtevati kot dokaz, da so bila plačila iz posebnega računa opravljena v skladu z zahtevami, navedenimi v tem dodatku.

6. Ne glede na določbe 4. točke tega dodatka pa banka razen v primeru, če bi se drugače dogovorila, ne bo izplačala sredstev iz razpoložljive vsote in jih položila na posebni račun:

(a) če banka v katerem koli trenutku ugotovi, da bi morala biti vsa nadaljnja izplačila razpoložljive vsote opravljena v skladu z določbami poglavja 2.02(a) te pogodbe;

(b) ali ko razpoložljiva vsota, dodeljena upravičenim kategorijam, doseže dvakratno vsoto maksimalnega salda posebnega računa.

Izplačila razpoložljive vsote, dodeljena upravičenim kategorijam, bodo potem potekala po postopku, ki ga določi banka z ustreznim obvestilom kreditojemalcu. Taka nadaljnja izplačila bodo izvedena le, ko se bo banka prepričala, da bodo vsi zneski, ki bodo ostali položeni na posebnem računu na datum takega obvestila, uporabljeni za plačilo upravičenih izdatkov in bodo v višini, ki bo za banko sprejemljiva.

7. (a) Če banka v katerem koli trenutku ugotovi, da je bilo kako plačilo s posebnega računa:

(i) izvedeno za izdatke ali v višini, ki po točki 2 tega dodatka niso upravičeni,

(ii) ali da glede na dokazila, predložena banki, ni bilo upravičeno,

(b) lahko kreditojemalca zaprosi:

(i) da preskrbi dodatna dokazila, ki bi jih banka lahko zahtevala,

(ii) ali da položi na posebni račun (če pa banka tako zahteva, tej povrne) znesek, ki bo enak znesku nedopustnega ali neupravičenega plačila ali dela le- tega.

Če pride banka do kake ugotovitev iz predhodnih točk (a)(i) ali (ii), ne bo opravljala nobenih nadaljnjih pologov na posebni račun (razen če se ne dogovori drugače), dokler kreditojemalec (x) ne bo položil na posebni račun ali banki povrnil zneska, enakega znesku plačila (ali delu le-tega), za katerega je bilo ugotovljeno, da ni bil upravičen, ali (y) dokler ne bo preskrbel dodatnih determined not to be eligible or justified, or (y) provided additional evidence, which satisfies the Bank, that the amounts previously disbursed from the Special Account were applied properly.

8. (a) If the Bank shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, then the Borrower shall, promptly upon notice from the Bank prepay to the Bank such outstanding amount. Likewise, if the Bank shall direct the Borrower to repay to the Bank an amount pursuant to paragraph 7(b)(ii), then the Borrower shall promptly upon notice from the Bank prepay to the Bank such outstanding amount. For these purposes, the requirement that prepayments must occur on Interest Payment Dates is waived, subject to paragraph 8(c) below.

(b) The Borrower, upon prior notice to the Bank given in accordance with Section 2.10(a) of this Agreement, may prepay on any Interest Payment Date all or any portion of the funds deposited into the Special Account.

(c) Any prepayments of the amounts identified in subparagraphs (a) and (b) above shall be made in accordance with Section 2.10 of this Agreement; provided, however, that such prepayments shall not be subject to the minimum amounts specified in Section 2.10(c)(1) of this Agreement; and provided further that any prepayments that are made on a date other than an Interest Payment Date shall be subject to payment by the Borrower of any costs to the Bank arising from the unwinding of the financial position or foreign exchange position, or both, taken by the Bank in order to provide the Loan or any part thereof, assessed by the Bank (and notified to the Borrower). Furthermore, prepayments of the amounts identified in subparagraphs (a) and (b) above shall be applied by the Bank as provided in Section 2.10(c)(2) of this Agreement.

dokazil, ki bodo banko prepričala, da so bili zneski, ki so bili prej izplačani iz posebnega računa, pravilno uporabljeni.

8. (a) Če banka v kakem trenutku ugotovi, da kak neplačan znesek na posebnem računu ne bo potreben za pokritje nadaljnjih plačil za upravičene izdatke, bo kreditojemalec, potem ko ga bo banka o tem obvestila, tej takoj vnaprej plačal ta neplačani znesek. Prav tako bo kreditojemalec, v primeru če bo banka od njega zahtevala, da ji povrne določen znesek v skladu s točko 7(b)(ii), takoj po prejemu obvestila od banke tej vnaprej plačal tak neplačani znesek. V takem primeru zahteva, da morajo biti vnaprejšnja plačila opravljena na datum plačila obresti, skladno s spodnjo točko 8(c) ne velja.

(b) Kreditojemalec lahko s predhodnim obvestilom banki v skladu s poglavjem 2.10(a) te pogodbe vnaprej plača vsa sredstva ali del sredstev, položenih na posebni račun, na kateri koli datum plačila obresti.

(c) Vsa vnaprejšnja plačila zneskov iz predhodnih točk (a) in (b) bodo opravljena v skladu s poglavjem 2.10 te pogodbe. Za taka vnaprejšnja plačila ne veljajo minimalne vsote, navedene v poglavju 2.10(c)(1) te pogodbe, vendar pa mora kreditojemalec za vsa vnaprejšnja plačila, opravljena na kak drug datum od datuma plačila obresti, plačati banki vse stroške, ki jih bo banka sama ocenila (in sporočila kreditojemalcu) in jih je utrpela zaradi razreševanja finančnega ali deviznega položaja ali obeh, da bi zagotovila kredit ali kak njegov del. Vnaprejšnja plačila zneskov iz predhodnih točk (a) in (b) bo banka uporabila, kot je določeno v poglavju 2.10(c)(2) te pogodbe.

3. člen

Za izvajanje kreditne pogodbe ter vseh pravic in obveznosti za Republiko Slovenijo, ki izhajajo iz kreditne pogodbe, skrbi ministrstvo, pristojno za finance.

4. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 440-03/94-48/1
Ljubljana, dne 19. julija 1994.

Predsednik
Državnega zbora
Republike Slovenije
mag. Herman Rigelnik, l. r.

71.

Na podlagi druge alinee prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

UKAZ
o razglasitvi Zakona o ratifikaciji Garancijske pogodbe med Republiko Slovenijo in Evropsko investicijsko banko za Slovenski železniški projekt II

Razglašam Zakon o ratifikaciji Garancijske pogodbe med Republiko Slovenijo in Evropsko investicijsko banko za Slovenski železniški projekt II, ki ga je sprejel Državni zbor Republike Slovenije na seji 28. julija 1994.

Št. 012-01/94-105
Ljubljana, dne 5. avgusta 1994.

Predsednik
Republike Slovenije
Milan Kučan l. r.

ZAKON O RATIFIKACIJI GARANCIJSKE POGODBE MED REPUBLIKO SLOVENIJO IN EVROPSKO INVESTICIJSKO BANKO ZA SLOVENSKI ŽELEZNIŠKI PROJEKT II

1. člen

Ratificira se Garancijska pogodba med Republiko Slovenijo in Evropsko investicijsko banko za Slovenski železniški projekt II, podpisana v Ljubljani dne 11. julija 1994.

2. člen

Garancijska pogodba se v angleškem izvirniku in slovenskem prevodu glasi:

EUROPEAN INVESTMENT BANK
SLOVENIA RAILWAYS PROJECT II

GUARANTEE AGREEMENT BETWEEN THE REPUBLIC OF SLOVENIA AND EUROPEAN INVESTMENT BANK
Luxembourg, 7th July 1994
Ljubljana, 11th July 1994

This Agreement is made between:

The Republic of Slovenia, represented by Mr. Mitja Gaspari, Minister of Finance,

hereinafter called: "THE GUARANTOR", of the first part, and

European Investment Bank having its Head Office at 100 Boulevard Konrad Adenauer, Luxembourg-Kirchberg, Grand-Duchy of Luxembourg, represented by Mr. Bruno Eynard, Head of Directorate, and by Mr. Michel Deleau, Head of Directorate,

hereinafter called: "THE BANK", of the second part.

Whereas:

– Within the framework of the Protocol (hereinafter called the "Protocol") relating to financial cooperation and the Cooperation Agreement betwen the European Economic Community (now European Community) (hereinafter called "THE EC") and the Republic of Slovenia, signed in Luxembourg on 5th April 1993, THE GUARANTOR has requested THE BANK to grant a credit to Slovenske Železnice (hereinafter called "THE BORROWER") for the purpose of financing a project which consists in the partial rehabilitation and upgrading of Slovenia's trunk east-west railway line.

– By an agreement (hereinafter called "THE FINANCE CONTRACT«) dated 7/11 July 1994 and made between THE BANK and THE BORROWER, THE BANK has agreed to establish in favour of THE BORROWER a credit in an amount equivalent to 13 000 000 (thirteen million) ecus (defined in Schedule A to this Agreement).

– The obligations of THE BANK under THE FINANCE CONTRACT are conditional upon the prior execution and delivery by the Republic of Slovenia of a guarantee of performance by THE BORROWER of its financial obligations under THE FINANCE CONTRACT and the delivery of a favourable legal opinion thereon.

– By Article 12 of the Protocol THE GUARANTOR undertook to make available to debtors, being beneficiaries of loans granted pursuant to the Protocol, or to guarantors of such loans, the currency necessary for the payment of interest and commission and for the amortisation of such loans.

– By Article 10 of the Protocol THE GUARANTOR agreed to grant exemption from all national or local duties or fiscal charges on the interest and all other payments due in respect of loans granted by THE BANK pursuant to the financial cooperation.

– Execution of this Guarantee Agreement has been authorised by the Parliament of Slovenia (Annexure I).

Now therefore it is hereby agreed as follows:

Article 1

Finance Contract

1.01 The GUARANTOR declares that it is well acquainted with the terms, conditions and clauses of THE FINANCE CONTRACT, a true copy of which as signed by the parties is delivered to it.

EVROPSKA INVESTICIJSKA BANKA
SLOVENSKI ŽELEZNIŠKI PROJEKT II

GARANCIJSKA POGODBA MED REPUBLIKO SLOVENIJO IN EVROPSKO INVESTICIJSKO BANKO
Luksemburg, 7. julij 1994
Ljubljana, 11. julij 1994

Pogodba je sklenjena med:

Republiko Slovenijo, ki jo zastopa g. Mitja Gaspari, minister za finance,

v nadaljevanju imenovano: "GARANT", na eni strani, in

Evropsko investicijsko banko s sedežem na 100 Boulevard Konrad Adenauer, Luxembourg-Kirchberg, Grand Duchy of Luxembourg, ki jo zastopata g. Bruno Eynard, predstojnik urada in g. Michel Deleau, predstojnik urada,

v nadaljevanju imenovano: "BANKO", na drugi strani.

Z ozirom na to,

– da je v okviru Protokola (v nadaljevanju imenovanega "Protokol") o finančnem sodelovanju med Evropsko gospodarsko skupnostjo (zdaj Evropsko skupnostjo) (v nadaljevanju imenovano "ES") in Republiko Slovenijo, ki je bil podpisan v Luksemburgu dne 5. aprila 1993, GARANT zaprosil BANKO, da odobri kredit Slovenskim železnicam (v nadaljevanju imenovanim "POSOJILOJEMALEC") za namen financiranja projekta, ki ga sestavljata delna obnova in modernizacija magistralne slovenske železniške proge v smeri vzhod-zahod;

– da se je s pogodbo (v nadaljevanju imenovano "FINANČNA POGODBA"), sklenjeno med BANKO in POSOJILOJEMALCEM dne 7/11 julija 1994, banka dogovorila, da odpre v korist POSOJILOJEMALCA kredit v znesku, enakem 13,000.000 ECU (trinajst milijonov) (vrednost ECU je določena v Prilogi A te pogodbe);

– da so obveznosti BANKE v okviru FINANČNE POGODBE odvisne od predhodnega podpisa in izročitve garancije Republike Slovenije o POSOJILOJEMALČEVEM izvrševanju njegovih finančnih obveznosti v okviru FINANČNE POGODBE in od izročitve ugodnega pravnega mnenja o tem;

– da se je GARANT v skladu s členom 12 Protokola obvezal, da bo dal dolžnikom, ki so koristniki posojil, odobrenih v skladu s Protokolom, ali garantom takih posojil, na razpolago valuto, ki je potrebna za plačilo obresti in provizije in za odplačilo takšnih posojil;

– da se je v skladu s členom 10 Protokola GARANT strinjal, da bo obresti in vsa druga plačila, dolžna z ozirom na posojila, ki jih odobri BANKA v skladu s finančnim sodelovanjem, oprostil vseh državnih in lokalnih dajatev ali finančnih stroškov;

– da je sklenitev te pogodbe odobril parlament Slovenije (Aneks I),

se zato zdaj s tem dogovori, kot sledi:

Člen 1

Finančna pogodba

1.01 GARANT izjavlja, da je dobro seznanjen z roki, pogoji in določbami FINANČNE POGODBE, katere pristni izvod, podpisan s strani pogodbenic, mu je bil izročen.

Article 2

Undertakings by THE GUARANTOR

2.01 THE GUARANTOR, as primary obligor and not merely as surety, guarantees entirely the full and punctual performance of all the monetary obligations of THE BORROWER to THE BANK under THE FINANCE CONTRACT, including all payments of interest without any limitation, commissions, incidental charges and other expenses and all the sums being due by THE BORROWER to THE BANK under any provision of THE FINANCE CONTRACT, when the guarantee is enforced.

2.02 If THE GUARANTOR should hereafter grant to any third party security for the performance of any of its external debt obligations or any preference or priority in respect thereof, THE GUARANTOR shall so infom THE BANK and shall, if so required by THE BANK, provide to THE BANK equivalent security for the performance of its obligations hereunder or grant to THE BANK equivalent preference or priority. THE GUARANTOR represents that no such security, preference or priority presently exists.

Nothing in this Article 2.02 shall apply to any vendor's lien or to any charge which secures only the purchase price of any land or goods.

2.03 THE GUARANTOR undertakes:

a) to take all necessary measures to ensure the timely completion of THE PROJECT;

b) to furnish information on legislation or regulatory framework affecting the railway sector which may have an impact on the implementation of THE PROJECT.

Article 3

Eforcement of guarantee

3.01 Demand may be made under this Agreement as soon as THE BORROWER has not performed all or part of the obligations guaranteed pursuant to Article 2 of this Agreement.

3.02 THE GUARANTOR hereby waives irrevocably any objection or exception in law to the total or partial enforcement of this guarantee. It undertakes to perform its obligations upon request in writing or by telegram by THE BANK whenever demand is made and to pay the sums due without any limitation, retention or condition, without THE BANK having to furnish any special evidence in support of its request other than the reason for the demand under this guarantee. In particular, THE BANK is not bound to prove that it has taken any action against THE BORROWER; it is not obliged, prior to the enforcement of this guarantee, to realise securities or to enforce any other security that THE BORROWER or a third party may have constituted.

3.03 The payment by THE GUARANTOR shall fall due on the fifteenth day following that on which demand is made.

3.04 In the event of THE BANK making demand, the GUARANTOR shall have the right to discharge immediately, under the conditions set out in THE FINANCE CONTRACT, all the monetary obligations of THE BORROWER under THE FINANCE CONTRACT which are still outstanding at the time of such discharge.

Article 4

Subrogation

4.01 When THE GUARANTOR has made a payment to THE BANK, it is subrogated, to the extent of such payment, to the rights and actions relating to the said payment that THE BANK has against THE BORROWER; this right of subrogation shall not be invoked to the detriment of THE BANK.

Article 5

Information

5.01 THE BANK shall inform THE GUARANTOR of any fact or event of which it becomes aware which is likely to jeopardise the payment or repayment by THE BORROWER of the sums hereby guaranteed: provided however that THE BANK is not bound to seek any such information and shall incur no liability by reason of this provision.

Člen 2

Obveznosti GARANTA

2.01 GARANT kot prvi zavezanec in ne samo porok v okviru FINANČNE POGODBE v celoti jamči za popolno in točno izvrševanje finančnih obveznosti POSOJILOJEMALCA nasproti BANKI, vkjučno z vsemi plačili obresti brez kakršnekoli omejitve, vključno s provizijami, priložnostnimi stroški in drugimi izdatki, in za vse vsote, ki jih POSOJILOJEMALEC dolguje BANKI v okviru katerekoli določbe FINANČNE POGODBE, ko garancija stopi v veljavo.

2.02 Če bi GARANT po tem odobril neki tretji stranki jamstvo za izvrševanje katerekoli obveznosti zunanjega dolga ali kakršnokoli preferenco ali prioriteto s tem v zvezi, mora o tem GARANT BANKO obvestiti in mora, če BANKA tako zahteva, priskrbeti BANKI enakovredno jamstvo za izvršitev njegovih obveznosti v tem okviru ali dati BANKI enakovredno preferenco ali prioriteto. GARANT potrdi, da zdaj ne obstaja nobeno takšno jamstvo, preferenca ali prioriteta.

Nič v tem členu 2.02 se ne nanaša na kakršnokoli pravico prodajalca do zaplembe ali do kakršnekoli obremenitve, ki zavaruje samo nabavno ceno za neko zemljišče ali blago.

2.03 GARANT se obveže:

a) da bo ukrenil vse potrebno, da bo zagotovil pravočasno dovršitev PROJEKTA;

b) da bo priskrbel informacije o zakonodaji ali okviru zakonske ureditve v zvezi z železniškim sektorjem, kar bi lahko vplivalo na realizacijo PROJEKTA.

Člen 3

Uveljavitev garancije

3.01 Takoj, ko POSOJILOJEMALEC ni izpolnil vseh ali dela svojih obveznosti, ki jih garantira člen 2.02 te pogodbe, se lahko uveljavlja zahteva v okviru te pogodbe.

3.02 GARANT se s tem nepreklicno odreče vsakemu ugovoru ali izjemi po zakonu do popolne ali delne uveljavitve te garancije. Obveže se, da bo izvršil svoje obveznosti na zahtevo v obliki pisma ali telegrama, ki ga pošlje BANKA, kadarkoli pride do zahteve, in da bo plačal dolžne vsote brez kakršnekoli omejitve, pridržanja ali pogoja, ne da bi BANKA morala predložiti kakršnokoli drugo posebno dokazilo v podporo svoje zahteve, razen razloga za zahtevo v okviru te garancije. BANKA ni dolžna dokazovati, da je vložila tožbo proti POSOJILOJEMALCU; pred uveljavitvijo te garancije ni obvezana, da vnovči varščino ali uveljavlja katerokoli drugo jamstvo, ki ga je vzpostavil POSOJILOJEMALEC ali neka tretja stranka.

3.03 Plačilo GARANTA zapade na petnajsti dan po datumu, na katerega je bila zahteva dana.

3.04 V primeru, da BANKA pošlje zahtevo, ima GARANT pravico, da v okviru pogojev, navedenih v FINANČNI POGODBI, takoj izpolni vse finančne obveznosti POSOJILOJEMALCA v okviru FINANČNE POGODBE, ki še niso plačane ob času takšne izpolnitve.

Člen 4

Subrogacija (prenos pravic)

4.01 Ko je garant izvršil plačilo BANKI, preidejo nanj v obsegu takšnega plačila pravice in tožbe v zvezi s tem plačilom, ki jih BANKA ima proti POSOJILOJEMALCU; ta pravica subrogacije se ne sme izvršiti na škodo BANKE.

Člen 5

Obveščanje

5.01 BANKA obvesti GARANTA o vsakem dejstvu ali dogodku, za katerega izve, da bi lahko ogrozil POSOJILOJEMALČEVO plačilo ali vračilo vsot, ki se jih s tem garantira; pod pogojem, da BANKA ni zavezana iskati takšne informacije in ne prevzema nobenih dolžnosti v zvezi s to določbo.

5.02 THE GUARANTOR shall inform THE BANK forthwith of any fact or event likely to jeopardise the performance of its obligations under this Agreement.

5.03 THE GUARANTOR shall inform THE BANK of any security given to a third party for the purpose of Article 2.02.

Article 6

Modification of the FINANCE CONTRACT

6.01 THE BANK shall inform THE GUARANTOR of changes, which do not increase the obligations of THE GUARANTOR, made to the FINANCE CONTRACT by THE BANK for the purpose of improving or strengthening the position of THE BANK towards THE BORROWER.

THE BANK shall have the right to grant to THE BORROWER extensions of time of up to three months in respect of each repayment of principal or payment of interest and any other incidental expenses as it sees fit, without being bound to submit its decision to THE GUARANTOR.

Any modifications in THE FINANCE CONTRACT other than those referred to in the above paragraphs of this Article 6 shall be submitted for approval to THE GUARANTOR. The later may refuse its approval only if the proposed modifications are likely to be prejudicial to it in its capacity as guarantor.

Article 7

Guarantee of the EC

7.01 This Guarantee is independent of guarantees given to THE BANK by the EC. THE GUARANTOR hereby waives any right to contribution or indemnity from the EC. If payment is made to THE BANK by the EC on account of any guaranteed sum, the EC may recover from THE GUARANTOR the amount so paid by it.

Article 8

Taxes, Charges and Expenses

8.01 Taxes or fiscal charges, legal costs and other expenses incurred in the execution or implementation of this Guarantee Agreement shall be borne by THE GUARANTOR. THE GUARANTOR shall make payments hereunder without withholding or deduction on account of tax or fiscal charges.

Article 9

Legal regime of the Agreement

9.01 Applicable Law

The legal relations between the parties to this Agreement, its formation and validity shall be governed by the French law.

9.02 Performance

The place of performance of this Agreement is the head office of THE BANK.

9.03 Jurisdiction

The parties hereto submit to the exclusive jurisdiction of the Court of Justice of the European Communities and all disputes concerning the Guarantee Agreement shall be submitted to such court.

The decision of the Court of Justice of the European Communities shall be conclusive and shall be accepted as such by the parties without restriction or reservation.

9.04 Waiver

The parties hereto agree that this Guarantee Agreement is of a commercial nature and hereby undertake to waive any immunities which they may now or hereafter enjoy in any country from the jurisdiction of the Court of Justice of the European Communities.

9.05 Evidence of Sums due

In any legal action arising out of this Guarantee Agreement the certificate of THE BANK as to any amount due to THE BANK under this Guarantee Agreement shall be prima facie evidence of such amount.

9.06 Entry into effect

This Agreement shall enter into effect after its ratification by the Parliament of the Republic of Slovenia.

5.02 GARANT takoj obvesti BANKO o vsakem dejstvu ali dogodku, ki bi lahko ogrozil izvrševanje njegovih obveznosti v okviru te pogodbe.

5.03 GARANT BANKO obvesti o vsakem jamstvu, ki ga da neki tretji stranki za namen v skladu s členom 2.02.

Člen 6

Spremembe FINANČNE POGODBE

6.01 BANKA GARANTA obvesti o spremembah, ki ne povečujejo obveznosti GARANTA, ki jih v FINANČNI POGODBI BANKA postavlja za namen izboljšanja ali okrepitve položaja BANKE nasproti POSOJILOJEMALCU.

BANKA ima pravico, da POSOJILOJEMALCU odobri podaljšanje rokov do tri mesece z ozirom na vsako vračilo glavnice ali plačilo obresti in katerihkoli drugih priložnostnih stroškov, ki se ji zdijo primerni, ne da bi zato bila zavezana, da predloži svojo odločitev GARANTU.

Katerokoli spremembo v FINANČNI POGODBI, razen teh, opisanih v zgornjih odstavkih člena 6, je treba predložiti v odobritev GARANTU. Le-ta lahko odkloni svojo odobritev, če bi predlagane spremebe lahko bile zanj kot garanta škodljive.

Člen 7

Garancija ES

7.01 Ta garancija ni odvisna od garancij, ki jih BANKI da ES. GARANT se s tem odreče vsaki pravici do prispevka ali jamstva s strani ES. Če ES izvrši plačilo BANKI na račun katerekoli garantirane vsote, ES lahko zahteva tako plačani znesek nazaj od GARANTA.

Člen 8

Davki, stroški in izdatki

8.01 Davke ali finančne stroške, pravne stroške in druge izdatke, ki nastanejo pri izvršitvi ali izvajanju te Garancijske pogodbe, nosi GARANT. V okviru te pogodbe mora GARANT izvršiti plačila brez pridržka ali odbitka na račun davka ali finančnih stroškov.

Člen 9

Pravni režim pogodbe

9.01 Veljavno pravo

Pravna razmerja med strankami te pogodbe, oblika in veljavnost pogodbe se podrejajo francoskemu pravu.

9.02 Izvedba

Kraj izvedbe te pogodbe je sedež BANKE.

9.03 Pristojnost sodne oblasti

Stranke te pogodbe se podrejajo izključni pristojnosti sodne oblasti Sodišča Evropskih skupnosti in vse spore v zvezi s to Garancijsko pogodbo se predloži takšnemu sodišču.

Odločitev sodišča Evropskih skupnosti je dokončna in jo morajo stranke kot tako sprejeti brez omejitve ali pridržka.

9.04 Odrekanje

Stranke te pogodbe se strinjajo, da je ta Garancijska pogodba komercialne narave in se s tem obvežejo, da se odrečejo vsem imunitetam, ki bi jih zdaj ali kasneje imeli v kakšni državi od pristojnosti sodne oblasti Sodišča Evropskih skupnosti.

9.05 Dokazilo o zapadlih vsotah

Pri vsakem pravnem postopku, ki izhaja iz te Garancijske pogodbe, je potrdilo BANKE za katerikoli znesek, dolžan BANKI v okviru te Garancijske pogodbe, dokaz prima facie o takšnem znesku.

9.06 Začetek veljavnosti

Ta pogodba stopi v veljavo potem, ko jo je ratificiral parlament Republike Slovenije.

Article 10

Final Clauses

10.01 Notices

Notices and other communications given hereunder shall be sent to the respective address set out below except that notices to THE GUARANTOR relating to litigation whether pending or threatened shall be sent to address mentioned under 2) below where THE GUARANTOR elects domicile:

- for THE GUARANTOR:

1) Ministry of Finance
Zupanciceva, 3
61000 Ljubljana
Slovenia

2) Embassy of the Republic of Slovenia
179, Avenue Louise
1050 Brussels
Belgium

- for THE BANK:

100 Boulevard Konrad Adenauer
L-2950 Luxembourg-Kirchberg

Each party may, by notice to the other, change its addresses as set out above, provided that the address in 2) above may only be changed to another address within THE EC.

10.02 Form of Notice

Notices and other communications, for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, shall be served by hand delivery, registered letter, telegram, telex, confirmed fax or any other means of transmission which afords evidence of receipt by the addressee. The date of registration or, as the case may be, the stated date of receipt of transmission shall be conclusive for the determination of a period.

10.03 Recitals, Schedule and Annexes

The Recitals and Schedule A (Definition of the Ecu) form part of this Guarantee Agreement.

The following Annex is attached hereto: Annex I – Authority of Signatory.

In witness whereof the parties hereto have caused this Agreement to be executed in three originals in the English language.

This Guarantee Agreement has been initialed on behalf of SLOVENIA by Mr. Andrej Kavcic and on behalf of THE BANK by Ms. Stefania Caltabiano.

igned for and on behalf of EPUBLIC OF SLOVENIA he Minister of Finance **litja Gaspari,** (s)	Signed for and on behalf of EUROPEAN INVESTMENT BANK The Head of Directorate **Bruno Eynard,** (s) The Head of Directorate **Michel Deleau,** (s)

this 7th day of July 1994, at Luxembourg
this 11th day of July 1994, at Ljubljana

Schedule A

DEFINITION OF THE ECU

Pursuant to the Regulation of the Council of the European Communities (now Council of the European Union) No 3180/78 of 18th December 1978, published in the Official Journal of the European Communities of 30th December 1978 (No L 379), as amended by Regulation of the Council No 2626/84 of 15th September 1984 published in the Official Journal of the European Communities of 16th September 1984 (No L 247) and by Regulation of the Council No 1971/89 of 18th June 1989 published in the Official Journal of the European Communities of 4th July 1989 (No L 189), and in particular its first Article, and in accordance with the announcement published by the European Communities in the Official Journal of 21st September 1989 (No C 241), the ecu is defined as the sum of the following amounts of the currencies of the Member States of the EC:

Člen 10

Končne določbe

10.01 Obvestila

Obvestila in druga sporočila, ki se jih pošilja v tem okviru, se pošilja na ustrezne naslove, navedene spodaj, razen obvestil, ki jih je GARANTU v zvezi s pravdo v teku ali s katero se grozi, treba poslati na naslov, naveden spodaj pod 2), kjer si GARANT izbere domicil:

- za GARANTA:

1) Ministrstvo za finance
Župančičeva 3
61000 Ljubljana
Slovenija

2) Veleposlaništvo Republike Slovenije
179, Avenue Louise
1050 Brussels
Belgium

- za BANKO:

100 Boulevard Konrad Adenauer
L-2950 Luxembourg-Kirchberg

Vsaka od strank lahko z obvestilom, ki ga pošlje drugi stranki, spremeni svoje zgoraj navedene naslove, pod pogojem, da se naslov pod 2) zgoraj lahko zamenja samo z drugim naslovom znotraj ES.

10.02 Oblika obvestil

Obvestila in druga sporočila, za katera so določeni roki v tej pogodbi ali v katerih so določeni roki, ki so zavezujoči za naslovnika, se izročijo osebno, s priporočenim pismom, telegramom, teleksom, potrjenim faksom ali nekim drugim sredstvom obveščanja, ki omogoča dokazilo, da je prejemnik sporočilo prejel. Datum oddaje ali prejema sporočila je odločilen za določitev roka.

10.03 Uvodne navedbe, priloga in aneksi

Uvodne navedbe in Priloga A (Definicija ECU) tvorijo del te Garancijske pogodbe.

K tej pogodbi je priložena tudi priloga: Priloga I – Pooblastilo podpisnika.

V dokaz tega so stranke sklenile to pogodbo v treh izvirnikih v angleškem jeziku.

Garancijsko pogodbo je parafiral za Slovenijo g. Andrej Kavčič in za BANKO ga. Stefania Caltabiano.

Podpisano za in v imenu REPUBLIKE SLOVENIJE minister za finance **Mitja Gaspari** l. r.	Podpisano za in v imenu EVROPSKE INVESTICIJSKE BANKE predstojnik urada **Bruno Eynard** l. r. predstojnik urada **Michel Deleau** l. r.

7. julija 1994, v Luksemburgu
11. julija 1994, v Ljubljani

Priloga A

DEFINICIJA ECU

V skladu z uredbo Sveta Evropskih skupnosti (zdaj Svet Evropske unije) št. 3180/78 z dne 18. decembra 1978, objavljeno v Uradnem listu Evropskih skupnosti 30. decembra 1978 (št. L 379), in dopolnjeno z uredbo Sveta št. 2626/84 z dne 15. septembra 1984, objavljeno v Uradnem listu Evropskih skupnosti 16. septembra 1984 (št. L 247) in z uredbo Sveta št. 1971/89 z dne 19. junija 1989, objavljeno v Uradnem listu Evropskih skupnosti 4. julija 1989 (št. L 189), in še posebej z njenim prvim členom, in v skladu z objavo Evropskih skupnosti, objavljeno v Uradnem listu 21. septembra 1989 (št. C 241), je ECU definiran kot vsota naslednjih zneskov valut držav članic ES:

German mark	0,6242
French franc	1,332
pound Sterling	0,08784
Italian lira	151,8
Dutch guilder	0,2198
Belgian franc	3,301
Luxembourg franc	0,130
Spanish peseta	6,885
Danish krone	0,1976
Irish pound	0,008552
Greek drachma	1,440
Portuguese escudo	1,393

Any change in the composition of the ecu which is decided upon pursuant to Article 2 of Regulation No 3180/78 shall apply automatically to the present definition.

If THE BANK should consider that the ecu shall have ceased to be used within the European Monetary System (as established by the Resolution of the European Council of 5th December 1978) and for the settlement of transactions between the central monetary authorities of the Member States of the European Communities and the institutions created by or by virtue of the treaties establishing the European Communities, it shall so notify THE BORROWER. As from the date of notification, the ecu shall be replaced by the amounts of the currencies of which it was composed according to the most recent definition of the ecu decided upon by the Council of the European Union before the date of such notification.

The value of the ecu in any currency shall correspond to that determined by the Commission of the European Communities on the basis of daily quotations of market exchange rates. In default of such a determination, the value of the ecu in any currency shall be fixed by applying the cross-rate between that currency and any curency listed in the daily tables published by the Commission of the European Communities. If neither of the two preceding methods is applicable, the value of the ecu in any currency shall be equal to the sum of the equivalents in that currency of the amounts of the currencies listed in the first paragraph above.

The exchange rates between the ecu and the national currencies most widely traded on the international foreign exchange markets are available daily and are published periodically in the Official Journal of the European Communities.

nemška marka	0,6242
francoski frank	1,332
funt sterling	0,08784
italijanska lira	151,8
nizozemski gulden	0,2198
belgijski frank	3,301
luksemburški frank	0,130
španska pezeta	6,885
danska krona	0,1976
irski funt	0,008552
grška drahma	1,440
portugalski escudo	1,393

Vsaka sprememba sestave ECU, ki je določena v skladu z 2. členom uredbe št. 3180/78, se avtomatsko nanaša na sedanjo definicijo.

Če bi BANKA menila, da se bo ECU nehal uporabljati v okviru evropskega monetarnega sistema (kot je določeno z Resolucijo Evropskega sveta z dne 5. decembra 1978) in za ureditev transakcij med centralnimi monetarnimi oblastmi držav članic Evropskih skupnosti in institucijami, ki so ustanovljene s pogodbami ali na osnovi pogodb, ki ustanavljajo Evropske skupnosti, mora o tem obvestiti POSOJILOJEMALCA. Z datumom obvestila bo ECU nadomeščen z zneski valut, iz katerih je bil sestavljen po zadnji definiciji ECU, ki jo je določil Svet Evropske unije pred datumom tega obvestila.

Vrednost ECU v katerikoli valuti mora ustrezati tisti, ki jo je določila Komisija Evropskih skupnosti na osnovi dnevnih tržnih deviznih tečajev. V primeru izostanka takšne določitve, se vrednost ECU v katerikoli valuti določi s pomočjo povprečja tečaja med to valuto in neko drugo valuto, navedeno v dnevnih tabelah, ki jih objavlja Komisija Evropskih skupnosti. Če nobena od obeh prej navedenih metod ni uporabna, je vrednost ECU v vsaki valuti enaka vsoti ekvivalentnih zneskov valut v tej valuti, ki so navedeni v prvem odstavku zgoraj.

Menjalni tečaji med ECU in nacionalnimi valutami, s katerimi se najbolj na široko trguje na mednarodnih deviznih trgih, so dnevno na razpolago in se občasno objavljajo v Uradnem listu Evropskih skupnosti.

3. člen

Slovenske železnice Ljubljana sklenejo z ministrstvom, pristojnim za finance, pogodbo o načinu in pogojih zavarovanja garancije Republike Slovenije. S pogodbo se uredijo viri za vračilo zneskov, plačanih iz naslova garancije, instrumenti zavarovanja in realizacije terjatev ter način urejanja odnosov v primeru statusnih sprememb.

4. člen

Za izvajanje te garancijske pogodbe ter vseh pravic in obveznosti za Republiko Slovenijo, ki izhajajo iz pogodbe, skrbi ministrstvo, pristojno za finance.

5. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 440-03/94-49/1
Ljubljana, dne 28. julija 1994

Predsednik
Državnega zbora
Republike Slovenije
mag. Herman Rigelnik l. r.

MEDNARODNE POGODBE

Izdaja Časopisni zavod Uradni list RS – Direktor in odgovorni urednik Marko Polutnik – Tiska tiskarna Tone Tomšič v Ljubljani