

32. Zakon o ratifikaciji Finančne pogodbe med Republiko Slovenijo in Evropsko investicijsko banko (Slovenija – projekt sektorja železniškega prometa) (MFEIBŽ)

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

U K A Z

O RAZGLASITVI ZAKONA O RATIFIKACIJI FINANČNE POGODBE MED REPUBLIKO SLOVENIJO IN EVROPSKO INVESTICIJSKO BANKO (SLOVENIJA – PROJEKT SEKTORJA ŽELEZNIŠKEGA PROMETA) (MFEIBŽ)

Razlašam Zakon o ratifikaciji Finančne pogodbe med Republiko Slovenijo in Evropsko investicijsko banko (Slovenija – projekt sektorja železniškega prometa) (MFEIBŽ), ki ga je sprejel Državni zbor Republike Slovenije na seji 5. aprila 2004.

Št. 001-22-51/04
Ljubljana, 13. aprila 2004

Predsednik
Republike Slovenije
dr. Janez Drnovšek l. r.

ZAKON

O RATIFIKACIJI FINANČNE POGODBE MED REPUBLIKO SLOVENIJO IN EVROPSKO INVESTICIJSKO BANKO (SLOVENIJA – PROJEKT SEKTORJA ŽELEZNIŠKEGA PROMETA) (MFEIBŽ)

1. člen

Ratificira se Finančna pogodba med Republiko Slovenijo in Evropsko investicijsko banko (Slovenija – projekt sektorja železniškega prometa), sklenjena v Luxembourgju 18. novembra 2003.

2. člen

Besedilo finančne pogodbe se v izvorniku v angleškem jeziku in prevodu v slovenskem jeziku glasi:

EUROPEAN INVESTMENT BANK
SLOVENIA – RAILWAY TRANSPORT SECTOR PROJECT

FI Nr:
Agora N°: 2002 0040

EVROPSKA INVESTICIJSKA BANKA
SLOVENIJA – PROJEKT SEKTORJA ŽELEZNIŠKEGA PROMETA

FI št.:
Agora N°: 2002 0040

FINANCE CONTRACT
between
REPUBLIC OF SLOVENIA
and
EUROPEAN INVESTMENT BANK

Ljubljana, 12 November 2003
Luxembourg, 18 November 2003

THIS CONTRACT IS MADE BETWEEN:
Republic of Slovenia, acting through the Ministry of Finance, having its office at Župančičeva 3, 1502 Ljubljana, Slovenia, represented by Dr. Dušan Mramor, Minister of Finance hereinafter called: the "Borrower"
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. Cormac Murphy, Head of Division and Mr. Gian Domenico Spota, Principal Counsel
hereinafter called: the "Bank"
of the second part.

FINANČNA POGODBA
med
REPUBLIKO SLOVENIJO
in
EVROPSKO INVESTICIJSKO BANKO

Ljubljana, 12. novembra 2003
Luxembourg, 18. novembra 2003

TA POGODBA JE SKLENJENA MED:
Republiko Slovenijo prek Ministrstva za finance s sedežem na Župančičevi 3, 1502 Ljubljana, ki ga zastopa dr. Dušan Mramor, minister za finance,
v nadaljevanju: "posojiljemalka",
na eni strani in
Evropsko investicijsko banko s sedežem na 100 boulevard Konrad Adenauer, Luxembourg-Kirchberg, Veliko vojvodstvo Luksemburg, ki jo zastopata g. Cormac Murphy, vodja oddelka, in g. Gian Domenico Spota, glavni svetovalec,
v nadaljevanju: "banka",
na drugi strani.

WHEREAS:

1. The Council of the European Union invited the Bank to renew its pre-accession facility and the Board of Governors of the European Investment Bank authorised the granting of loans from the Bank's own resources for investment projects in Malta, Cyprus and the countries of Central and Eastern Europe having applied to the European Union with a view to adhering to it.

2. A Framework Agreement concerning the financial cooperation between the Bank and Slovenia (hereinafter the Framework Agreement) was signed by Slovenia on 1 December 1997 and by the Bank on 15 December 1997.

3. Within the framework of a six-year priority programme for the rehabilitation and upgrading of the national railway network the Borrower undertakes sub-projects (hereinafter the "Sub-Projects") to improve travel times, safety, comfort and reliability of railway services as well as to promote an environmentally friendly mode of transport (hereinafter collectively called the "Project") as more particularly described in the technical description set out in Schedule A. The Sub-projects are selected for ISPA financing and located along the Pan-European corridors V and X. The Sub-projects shall be carried out by the Railway Transport Agency (hereinafter "RTA").

4. The total cost of the Project as estimated by the Bank is EUR 68 000 000 million (sixty eight million euro) including VAT, contingencies and interest during construction.

5. The total cost of the Project is intended to be financed, inter alia, with an ISPA grant (hereinafter the "ISPA Grant") in an amount equivalent to EUR 28 million and with EIB financing in an amount equivalent to EUR 34 million.

6. The Bank, being satisfied that the financing of the Project comes within the scope of its functions and having regard to the matters recited above, has decided to give effect to the Borrower's request for a loan in an amount equivalent to EUR 34 million.

7. Execution of this contract (hereinafter the "Contract") by the Borrower has been duly authorised (Attachment 1).

8. References herein to "Articles", "Recitals", "Paragraphs", "Sub-paragraphs", "Indents", "Schedules" and "Attachment" are references respectively to articles, recitals, paragraphs, sub-paragraphs, indents, schedules and annexes to this Contract.

NOW THEREFORE it is hereby agreed as follows:

ARTICLE 1
Disbursement

01.01 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit (hereinafter the "Credit") in an amount equivalent to EUR 34 000 000 (thirty four million euro), for the sole purpose of part financing the Project.

1.02 Disbursement Procedures

- A. The Credit shall be available for drawing by the Borrower in one tranche (hereinafter referred as the "Tranche") of up to an amount equivalent to EUR 34 million.
- B. Disbursement of the Tranche shall be made upon written request (hereinafter referred to as a "Request") from the Borrower specifying:
- the amount requested for disbursement under the Tranche;
 - the currency in which the Borrower prefers the Tranche to be disbursed, being a currency referred to in Paragraph 1.03;

GLEDE NA TO:

1. da je Svet Evropske unije pozval banko, da obnovi svojo predpristopno pomoč, in je Odbor guvernerjev banke odobril dodelitev posojil iz svojih sredstev za investicijske projekte na Malti in Cipru ter v državah Srednje in Vzhodne Evrope, ki so zaprosile za članstvo v Evropski uniji;

2. da je Okvirni sporazum o finančnem sodelovanju med banko in Slovenijo (v nadaljevanju okvirni sporazum) Slovenija podpisala 1. decembra 1997, banka pa 15. decembra 1997;

3. da posojiljemalka v okviru šestletnega programa prednostnih nalog za obnovo in posodobitev železniškega omrežja v državi izvaja podprojekte (v nadaljevanju: "podprojekti") za hitrejšo potovalne čase, večjo varnost, udobje in zanesljivost železniških storitev ter za uveljavljanje okolju prijaznega načina prometa (v nadaljevanju skupaj imenovano "projekt"), kot je podrobneje opisano v tehničnem opisu v Prilogi A. Podprojekti so izbrani za financiranje po programu infrastrukturnih naložb v promet in okolje (ISPA) in so na V. in X. vseevropskem koridorju. Podprojekte izvaja Agencija za železniški promet (v nadaljevanju "AŽP");

4. da skupni stroški projekta znašajo po oceni banke 68 000 000 EUR (oseminšestdeset milijonov evrov), vključno z DDV, nepredvidenimi stroški in obrestmi med gradnjo;

5. da naj bi se skupni stroški projekta med drugim financirali iz nepovratnih sredstev ISPA (v nadaljevanju "sredstva ISPA") v znesku v protivrednosti 28 milijonov EUR in s financiranjem EIB v znesku v protivrednosti 34 milijonov EUR;

6. da se je banka prepričala, da je financiranje projekta v okviru njene dejavnosti, in se ob upoštevanju zgoraj navedenega odločila ugoditi zaprosilu posojiljemalke za posojilo v znesku v protivrednosti 34 milijonov EUR;

7. da je posojiljemalka pravilno pooblaščenca za podpis te pogodbe (v nadaljevanju "pogodba");

8. da so sklicevanja v tej pogodbi na člene, uvodne navedbe, odstavke, pododstavke, točke, priloge in dodatke sklicevanja na člene, uvodne navedbe, odstavke, pododstavke, točke, priloge in dodatke k tej pogodbi,

JE s tem dogovorjeno naslednje:

1. ČLEN
Izplačilo

1.01 Znesek kredita

S to pogodbo banka daje v korist posojiljemalke in posojiljemalka sprejema kredit (v nadaljevanju "kredit") v znesku v protivrednosti 34 000 000 EUR (štiriinideset milijonov evrov) za izključni namen delnega financiranja projekta.

1.02 Postopki izplačila

- A. Kredit je na voljo za črpanje posojiljemalki v eni tranši (v nadaljevanju "tranša") do zneska v protivrednosti 34 milijonov EUR.
- B. Izplačilo tranše se izvede na podlagi pisnega zaprosila (v nadaljevanju "zaposilo") posojiljemalke, v katerem se navedejo:
- znesek, za katerega se prosi izplačilo po tej tranši;
 - valuta, v kateri želi posojiljemalka, da se tranša izplača, pri čemer je to valuta, omejena v odstavku 1.03;

- (c) whether the Tranche is to bear a fixed rate of interest (hereinafter referred to as "Fixed-Rate Tranche" as defined in Sub-paragraph 3.01A) or a variable rate of interest (hereinafter referred to as "Variable-Rate Tranche" as defined in Sub-paragraph 3.01B);
- (d) the applicable interest rate, if any, previously indicated by the Bank without commitment, determined in accordance with Paragraph 3.01;
- (e) the Borrower's preferred repayment terms, such terms being chosen in accordance with Paragraph 4.01; and
- (f) the preferred date for disbursement, it being understood that the Bank may disburse the Tranche up to four calendar months from the date of the Request.

No Request may be made later than 31 December 2004. Subject to the proviso to Sub-paragraph 1.02C, each Request is irrevocable.

- C. Between fifteen and ten days before the date of disbursement of the Tranche the Bank shall, if the Request conforms to Sub-paragraphs 1.02A and B and subject to Paragraphs 1.04 and 1.07, deliver to the Borrower a notice (hereinafter a "Disbursement Notice") which shall:
 - (a) confirm the amount and currency of the Tranche specified in the Request;
 - (b) confirm whether the Tranche shall be a Fixed-Rate Tranche or a Variable-Rate Tranche;
 - (c) specify the interest rate determined pursuant to Sub-paragraph 3.01A. or during the first Reference Period pursuant to Sub-paragraph 3.01B.;
 - (d) specify the repayment terms applicable to the Tranche; and
 - (e) specify the date of disbursement of the Tranche.

Provided that if one or more elements specified in the Disbursement Notice does not conform to the corresponding element in the Request, the Borrower may, within three Luxembourg business days following receipt of the Disbursement Notice, revoke the Request by notice to the Bank and thereupon the Request and the Disbursement Notice shall be of no effect.

- D. Disbursement of the Tranche shall be made to such bank account in the name of the Borrower as the Borrower shall notify to the Bank not less than ten days before the date of disbursement.

1.03 Currency of Disbursement

Subject to availability, the Bank shall disburse the Tranche in the currency for which the Borrower has expressed a preference. The currency of disbursement shall be the euro, a currency of one of the Member States of the Bank not participating in the third stage of EMU or any other currency, which is widely traded on the principal foreign exchange markets and which, in case of a Variable-Rate Tranche is a currency which the Bank disposes of at a variable-rate funding.

For the calculation of the sum to be disbursed in a currency other than euro, the Bank shall apply the reference exchange rates computed and published by the European Central Bank in Frankfurt, or failing which the exchange rates prevailing on any other financial market chosen by the Bank, on such day within fifteen days before the date of disbursement as the Bank shall decide.

- (c) ali naj bo tranša obrestovana s stalno obrestno mero (pri čemer se taka tranša imenuje "tranša s stalno obrestno mero", kot je opredeljena v pododstavku 3.01 A) ali spremenljivo obrestno mero (pri čemer se taka tranša imenuje "tranša s spremenljivo obrestno mero", kot je opredeljena v pododstavku 3.01 B);
- (d) veljavna obrestna mera, če je takšno obrestno mero banka predhodno navedla neobvezno kot obrestno mero, določeno v skladu z odstavkom 3.01;
- (e) želeni roki posojilojemalke za vračanje, če so bili ti roki izbrani v skladu z odstavkom 4.01, in
- (f) želeni datum izplačila, pri čemer se razume, da lahko banka izplača tranšo v največ štirih koledarskih mesecih od datuma posameznega zaprosila.

Nobeno zaprosilo ne sme biti predloženo po 31. decembru 2004. Ob upoštevanju pridržka k pododstavku 1.02 C je vsako zaprosilo nepreklicno.

- C. Od petnajst do deset dni pred datumom izplačila tranše pošlje banka, če je zaprosilo skladno s pododstavkoma 1.02 A in B in ob upoštevanju odstavkov 1.04 in 1.07, posojilojemalki obvestilo (v nadaljevanju "obvestilo o izplačilu"), v katerem:
 - (a) potrdi znesek in valuto tranše, navedene v zaprosilu;
 - (b) potrdi, ali bo to tranša s stalno obrestno mero ali tranša s spremenljivo obrestno mero;
 - (c) navede obrestno mero, določeno na podlagi pododstavka 3.01 A ali med prvim referenčnim obdobjem na podlagi pododstavka 3.01 B;
 - (d) določi pogoje odplačevanja, ki veljajo za to tranšo, in
 - (e) določi datum izplačila tranše.

Če en ali več elementov, navedenih v obvestilu o izplačilu, ni skladen z ustreznim elementom v zaprosilu, lahko posojilojemalka v treh delovnih dneh v Luxembourg po prejemu obvestila o izplačilu zaprosilo prekliče z obvestilom banki, nato pa zaprosilo in obvestilo o izplačilu nimata več nobenega učinka.

- D. Izplačilo tranše se izvede na tisti posojilojemalkin bančni račun, ki ga je posojilojemalka sporočila banki najmanj deset dni pred datumom izplačila.

1.03 Valuta izplačila

Glede na razpoložljivost izplača banka tranšo v valuti, ki jo je posojilojemalka navedla kot želeno valuto. Valuta izplačila je evro, valuta ene od držav članic banke, ki ne sodelujejo v tretji fazi EMU, ali katera koli druga valuta, s katero se v večjem obsegu trguje na vodilnih mednarodnih finančnih trgih in ki jo ima banka na razpolago za financiranje po spremenljivi obrestni meri, če gre za tranšo s spremenljivo obrestno mero.

Za izračun zneskov, ki se izplačajo v drugih valutah in ne evrih, uporabi banka referenčne menjalne tečaje, ki jih izračunava in objavlja Evropska centralna banka v Frankfurtu, sicer pa menjalne tečaje, ki veljajo na katerem koli drugem finančnem trgu po izbiri banke na dan v obdobju petnajstih dni pred datumom izplačila, kot se odloči banka.

1.04 Conditions of Disbursement

- A. The disbursement of the Tranche pursuant to Paragraph 1.02 shall be subject to the fulfilment of the following conditions to the satisfaction of the Bank, namely that before the date of the Request:
- the Attorney General of the Borrower shall have issued a favourable legal opinion in the English language satisfactory to the Bank on the due execution of this Contract by the Borrower and on the relevant documentation;
 - the Borrower shall have furnished to the Bank evidence of the authority of the person or persons authorised to sign the Request and the authenticated specimen signature of such person or persons; and
 - the Bank shall have received the details of a person appointed by the Ministry of Transport of Slovenia and satisfactory to the Bank, in accordance with Paragraph 6.08.
- B. If a Request for the disbursement of the Tranche is made by the Borrower before receipt by the Bank of evidence satisfactory to it that such conditions of this Paragraph 1.04 have been fulfilled, such Request shall be deemed to have been received by the Bank on the date the conditions shall have been completed.

1.05 Deferment Commission

If disbursement of the Tranche is deferred at the request of the Borrower (with the consent of the Bank), or by reason of the non-fulfilment of a condition of disbursement, the Borrower shall pay deferment commission on the undisbursed portion of the Tranche at an annual rate of 1%, calculated from the originally specified disbursement date to the actual disbursement date, or if the Tranche is not (wholly) disbursed, to the date of annulment or cancellation of the Tranche. The request for deferral must be received by the Bank at least eight days before the original disbursement date. Such commission shall accrue from day to day and shall be payable on each quarterly date specified in Paragraph 5.03.

1.06 Annulment of Credit

If the cost of the Project should fall short of the figure stated in the Recitals, the Bank may, by notice to the Borrower, annul the undisbursed portion of the Credit in proportion to the shortfall.

The Borrower may at any time, by notice to the Bank, in whole or in part annul any undisbursed portion of the Credit.

If the Borrower annuls the Tranche and the relevant Request made by the Borrower has not been revoked pursuant to the proviso of Sub-paragraph 1.02C, it shall pay a commission calculated on the amount annulled at a flat rate equal to half the rate of interest specified in the respective Disbursement Notice. Such commission shall be payable in addition to any commission payable under Paragraph 1.05.

The Bank may annul, by notice to the Borrower, any part of the Credit in respect of which no disbursement has been made by 30 April 2005.

1.07 Cancellation and Suspension of Credit

The Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit at any time and with immediate effect:

- following the occurrence of any event mentioned in Sub-Paragraph 10.01A or B; or
- if exceptional circumstances shall arise which adversely affect the Bank's access to national or international capital markets,

1.04 Pogoji izplačila

- A. Za izplačilo tranše na podlagi odstavka 1.02 se zahteva za banko sprejemljiva izpolnitev naslednjih pogojev, in sicer da pred datumom zaprosila:
- državni pravobranilec posojilojemalke izda ugodno za banko sprejemljivo pravno mnenje v angleškem jeziku o tem, da je posojilojemalka pravilno podpisala to pogodbo in da je dokumentacija ustrezna;
 - posojilojemalka dostavi banki dokazilo o pooblastilu osebe ali oseb, ki so pooblaščenec za podpis zaprosila, ter overjen deponiran podpis te osebe ali oseb in
 - banka prejme podrobne podatke o osebi, ki jo je v skladu z odstavkom 6.08 imenovalo Ministrstvo za promet Slovenije in je za banko sprejemljiva.
- B. Če posojilojemalka zaprosi za izplačilo tranše, preden je banka prejela dokaz, ki je zanj sprejemljiv, da so pogoji iz odstavka 1.04 izpolnjeni, se šteje, da je banka tako zaprosilo prejela na datum izpolnitve pogojev.

1.05 Provizija za odlog izplačila

Če se izplačilo tranše odloži na zaprosilo posojilojemalke (s soglasjem banke) ali zato, ker niso bili izpolnjeni pogoji za izplačilo, plača posojilojemalka na neizplačani delež tranše provizijo za odlog izplačila po stopnji 1% na leto, izračunano od prvotno določenega datuma izplačila do dejanskega datuma izplačila, ali če tranša ni (v celoti) izplačana, do datuma razveljavitve ali preklica tranše. Banka mora prejeti zaprosilo za odlog izplačila vsaj osem dni pred prvotnim datumom izplačila. Takšna provizija teče od dneva do dneva in zapade v plačilo na vsak četrtletni datum, določen v odstavku 5.03.

1.06 Razveljavitev kredita

Če bi bili stroški projekta nižji od zneska, navedenega v uvodnih navedbah, lahko banka z obvestilom posojilojemalki razveljavi neizplačani del kredita v sorazmerju z zmanjšanjem zneska.

Posojilojemalka lahko kadar koli z obvestilom banki v celoti ali deloma razveljavi kateri koli neizplačani del kredita.

Če posojilojemalka razveljavi tranšo in ustrezno zaprosilo posojilojemalke ni bilo preklicano v skladu s pridržkom iz pododstavka 1.02 C, plača provizijo, ki se izračuna od razveljavljenega zneska po pavšalni stopnji, enaki polovični obrestni meri, navedeni v ustreznem obvestilu o izplačilu. Takšna provizija se plača dodatno h kateri koli proviziji, ki jo je treba plačati po odstavku 1.05.

Banka lahko z obvestilom posojilojemalki razveljavi kateri koli del kredita, ki ni izplačan do 30. aprila 2005.

1.07 Preklic in odlog kredita

Banka lahko z obvestilom posojilojemalki prekliče neizplačani del kredita kadar koli in s takojšnjim učinkom:

- ob kakršnem koli dogodku, omenjenem v pododstavku 10.01 A ali B, ali
- ob izrednih okoliščinah, ki neugodno vplivajo na dostop banke na nacionalne ali mednarodne trge kapitala,

provided that the Bank shall not be entitled to cancel, on grounds of case (b), any Tranche which has been the subject of a Disbursement Notice.

Alternatively, if the Bank is of the opinion that a situation described in Indent (a) and (b) has arisen and is temporary, it may by notice to the Borrower suspend the undisbursed portion of the Credit. In such case, the suspension shall continue until, following a further Request, the Bank is again in a position to issue a Disbursement Notice. Suspension shall not imply any extension of the annulment date pursuant to Paragraph 1.06.

The Credit shall be considered as cancelled if the Bank demands repayment under Article 10.

If the Credit is cancelled other than by reason of the circumstances mentioned under Indent (b) above, the Borrower shall pay a commission on the cancelled amount of the undisbursed Tranche which has been the subject of a Disbursement Notice, at an annual rate of 0.75%, calculated from the date of the relevant Disbursement Notice to the date of cancellation.

Such commission shall be payable in addition to any commission payable under Article 1.06.

1.08 Currency of Commissions

Commissions due from the Borrower to the Bank under this Article 1 shall be calculated and payable in euro.

ARTICLE 2 The Loan

2.01 Amount of the Loan

The loan (hereinafter called the "Loan") shall comprise the aggregate of the amounts disbursed by the Bank, as notified by the Bank pursuant to Paragraph 2.04.

2.02 Currency of Repayments

The repayment of the Loan under Article 4 or, as the case may be, Article 10 shall be effected in the currency disbursed.

2.03 Currency of Interest and Other Charges

Interest and other charges payable under Articles 3, 4 and 10 shall be calculated and be payable proportionally in the currency in which the Loan is repayable.

Any other payment shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

2.04 Notification by the Bank

After disbursement of the Tranche, the Bank shall deliver to the Borrower a summary statement showing the amount, currency, disbursement date, repayment schedule and the fixed or prevailing variable rate of and for the Tranche.

ARTICLE 3 Interest

3.01 Rate of Interest

A. The outstanding balance of the Fixed-Rate Tranche shall bear interest at the rate specified in the Disbursement Notice relative thereto, which rate shall be the interest rate applied by the Bank at the date of issue of the Disbursement Notice, in accordance with procedures from time to time laid down by its board of directors, to loans denominated in the relevant currency and granted by the Bank to its borrowers on the same repayment terms and on the same terms for the payment of interest as the Tranche in question.

vedar pa banka nima pravice, da iz razlogov pod (b) prekliče katero koli tranšo, za katero je bilo že dano obvestilo o izplačilu.

Druga možnost je, da lahko banka, če meni, da je prišlo do okoliščin, opisanih pod (a) ali (b), in so te začasne, z obvestilom posojilojemalki odloži črpanje neizplačanega dela kredita. V takem primeru odlog izplačila traja, dokler po izdaji naslednjega zaprosila banka znova ne izda obvestila o izplačilu. Odlog izplačila pa ne pomeni podaljšanja roka do datuma za razveljavitev kredita po odstavku 1.06.

Šteje se, da je kredit preklican, če banka zahteva odplačilo po 10. členu.

Če je kredit preklican iz drugih razlogov in ne zaradi okoliščin, omenjenih v točki (b) prvega odstavka tega člena, plača posojilojemalka provizijo na preklicani znesek neizplačane tranše, napovedane v obvestilu o izplačilu, po letni stopnji 0,75%, izračunano od datuma ustreznega obvestila o izplačilu do datuma preklica.

Takšna provizija se plača dodatno h kateri koli proviziji, ki se plača po členu 1.06.

1.08 Valuta provizij

Provizije, ki jih mora posojilojemalka plačati banki po tem 1. členu, se izračunajo in plačajo v evrih.

2. ČLEN Posojilo

2.01 Znesek posojila

Posojilo (v nadaljevanju "posojilo") obsega skupni seštevek zneskov, ki jih izplača banka, v skladu z obvestili banke na podlagi odstavka 2.04.

2.02 Valuta odplačil

Vsako odplačilo posojila po 4. členu oziroma po 10. členu se izvede v valuti, v kateri je bilo izvedeno izplačilo.

2.03 Valuta obresti in drugih obračunanih stroškov

Obresti in drugi stroški, ki se plačujejo po 3., 4. in 10. členu, se izračunajo in jih je treba plačati sorazmerno v valuti, v kateri se odplačuje posojilo.

Vsako drugo plačilo se izvede v valuti, ki jo je določila banka glede na valuto izdatkov, ki se s tem plačilom povrnejo.

2.04 Obvestilo banke

Po izplačilu tranše pošlje banka posojilojemalki povzetek poročila, v katerem so prikazani znesek, valuta, datum izplačila, načrt odplačevanja in stalna ali prevladujoča obrestna mera te tranše in za to tranšo.

3. ČLEN Obresti

3.01 Obrestna mera

A. Neodplačana razlika katere koli tranše s stalno obrestno mero se obrestuje po obrestni meri, navedeni v obvestilu o izplačilu, ki se nanaša nanjo, pri čemer je ta obrestna mera obrestna mera, ki jo banka uporablja na dan izdaje obvestila o izplačilu v skladu s postopki, ki jih vsakokrat določi njen nadzorni svet za posojila, ki so izražena v ustrezni valuti in jih je banka odobrila svojim posojilojemalcem po enakih pogojih odplačevanja in po enakih pogojih za plačilo obresti, kot veljajo za to tranšo.

Interest on the Fixed-Rate Tranche shall be payable semi-annually in arrears on the dates specified in Paragraph 5.03 Indent (a), commencing on the first such date following the date of disbursement of that Tranche.

- B. The interest rate applicable to the amount outstanding under the Variable-Rate Tranche shall be the Interest Rate from time to time applicable to each Reference Period pursuant to the following definitions.

For the purpose hereof:

- (a) the "Interest Rate":
- (i) shall be the interest rate determined by the Bank for each successive Reference Period in accordance with procedures from time to time laid down by its board of directors in relation to loans granted by it at variable interest rates and financed out of Relevant Resources, provided, however that it shall not exceed by more than 0.13% (13 basis points) the three-month interest rate offered in the principal interbank market of the relevant currency (for the US Dollar in the London interbank market and for the euro in the euro-zone interbank market), as selected by the Bank;
 - (ii) shall be the flat Interbank Rate, if the date of disbursement of the Variable-Rate Tranche is not a date of commencement of a Reference Period and for the duration only of the first interest period; and
 - (iii) shall be notified as such by the Bank to the Borrower and the Financial Manager within ten days following the date of commencement of the Reference Period to which it applies;
- (b) "Interbank Rate" means:
- (i) in respect of any interest period of one month or more, the rate of interest for interbank deposits of a period being the number of whole months corresponding to the duration of such interest period; and
 - (ii) in respect of any interest period of less than a month, the rate of interest for interbank deposits for a period of one month, offered in the principal interbank market of the relevant currency (for the US Dollar in the London interbank market and for the euro in the euro-zone interbank market), as selected by the Bank;
- (c) "Reference Period" means a period of three months, commencing on 15 March, 15 June, 15 September or 15 December of any year; and
- (d) "Relevant Resources" means borrowings and other resources denominated in the currencies referred to in Paragraph 1.03 and raised on such markets as the Bank may from time to time select for the purpose of funding loans made by it in such currencies and at variable interest rates.

Interest on a Variable Rate Tranche shall be payable quarterly in arrears on the dates specified in Paragraph 5.03 Indent (b), commencing on the first such date following the date of disbursement of that Tranche.

Obresti na tranšo s stalno obrestno mero se plačajo polletno za nazaj na datume, navedene v točki (a) odstavka 5.03, z začetkom na prvi tak datum po datumu izplačila te tranše.

- B. Obrestna mera, ki se uporablja za neodplačani znesek po tranši s spremenljivo obrestno mero, je obrestna mera, ki velja za vsakokratno referenčno obdobje na podlagi naslednjih opredelitev.

V tej pogodbi:

- (a) "obrestna mera":
- (i) pomeni obrestno mero, ki jo določi banka za vsako zaporedno referenčno obdobje v skladu s postopki, ki jih vsakokrat določi njen nadzorni svet za posojila, ki jih je banka odobrila po spremenljivih obrestnih merah in se financirajo iz ustreznih sredstev, vendar pod pogojem, da ne preseže za več kot 0,13% (13 bazičnih točk) trimesečne obrestne mere, ponujene na glavnem medbančnem trgu ustrezne valute (za ameriški dolar na londonskem medbančnem trgu in za evro na medbančnem trgu območja evra), ki jo je izbrala banka;
 - (ii) pomeni pavšalno medbančno obrestno mero, če datum izplačila tranše s spremenljivo obrestno mero ni datum začetka referenčnega obdobja, in samo za trajanje prvega obrestnega obdobja in
 - (iii) pomeni obrestno mero, ki jo banka uradno sporoči posojilojemalki in finančniku v desetih dneh po dnevu začetka referenčnega obdobja, za katero se uporablja;
- (b) "medbančna obrestna mera" pomeni:
- (i) za katero koli obrestno obdobje enega meseca ali več obrestno mero za medbančne depozite za obdobje, ki je enako številu celih mesecev, ki ustrezajo trajanju takega obrestnega obdobja, in
 - (ii) za katero koli obrestno obdobje, krajše od enega meseca, obrestno mero za medbančne depozite za obdobje enega meseca, ponujeno na glavnem medbančnem trgu ustrezne valute (za ameriški dolar na londonskem medbančnem trgu in za evro na medbančnem trgu območja evra), ki jo je izbrala banka;
- (c) "referenčno obdobje" pomeni trimesečno obdobje, ki se začne 15. marca, 15. junija, 15. septembra ali 15. decembra vsakega leta, in
- (d) "ustrezna sredstva" pomenijo izposojena in druga sredstva, izražena v valutah, navedenih v odstavku 1.03, in najeta na takšnih trgih, kot jih lahko banka vsakokrat izbere za financiranje posojil, ki jih je dala v teh valutah in po spremenljivih obrestnih merah.

Obresti na tranšo s spremenljivo obrestno mero se plačujejo četrtletno za nazaj na datume, določene v točki (b) odstavka 5.03, z začetkom na prvi tak datum po datumu izplačila te tranše.

3.02 Interest on Overdue Sums

Without prejudice to Article 10 and by way of exception to Paragraph 3.01, interest shall accrue from day to day on any overdue sum payable under the terms of this Contract in any currency, from its due date to the date of its payment, at a rate equal to the higher of:

- (a) the sum of: (i) 0.25% (25 basis points); and (ii) the rate from time to time applicable under Paragraph 3.01 to the Tranche; and
- (b) the sum of: (i) the rate of interest for interbank deposits for a period of one month offered in the principal interbank market of the relevant currency (for the US Dollar in the London interbank market and for the euro in the euro-zone interbank market), as chosen by the Bank; and (ii) 2% (200 basis points) per annum. For the purposes of this Indent (b), the interest periods of reference shall consist of successive periods of one month, commencing on the due date of the overdue sum.

Such interest shall be payable in the same currency as the overdue sum on which it accrues.

ARTICLE 4**Repayment****4.01 Normal Repayment**

The Borrower shall repay the Tranche on the dates indicated in the Disbursement Notice in equal principal instalments in accordance with the terms of the repayment schedule specified in the relevant statement mentioned in Paragraph 2.04 (which schedule shall form part of this Contract) provided that:

- (a) the first repayment date shall fall not later than the first semi-annual date specified in Paragraph 5.03 falling immediately after the fourth anniversary of the date of disbursement of the Tranche;
- (b) the last repayment date shall not fall prior to the first date specified in Paragraph 5.03 falling immediately after the fourth anniversary of the date of disbursement of the Tranche nor later than the nearest semi-annual date specified in Paragraph 5.03 immediately preceding the fifteenth anniversary of such date of disbursement.

4.02 Voluntary Prepayment

A. The Borrower may prepay all or part of the Loan upon giving thirty days' written notice (hereinafter a "Prepayment Notice") specifying the amount (the "Prepayment Amount") to be prepaid and the proposed date of prepayment (the "Prepayment Date"), which shall be a date specified in Paragraph 5.03 Indent (a) for a Fixed-Rate Tranche and Paragraph 5.03 Indent (b) for a Variable-Rate Tranche (each a "Payment Date"). In the case of Fixed-Rate Tranches prepayment shall be subject to the payment by the Borrower of the compensation, if any, due to the Bank in accordance with the provisions of Sub-paragraphs B and C below.

B. The amount of compensation due on a Fixed-Rate Tranche shall be the amount of the shortfall in interest incurred by the Bank in respect of each year ending on successive Payment Dates falling after the Prepayment Date calculated in the manner stated in the following Sub-paragraph and discounted in accordance with Sub-paragraph C.

The amount of the shortfall shall be calculated as the amount by which:

- (x) the interest that would have been payable during that year on the prepaid part of the Loan

3.02 Zamudne obresti

Brez vpliva na 10. člen in drugače, kot je določeno v odstavku 3.01, tečejo obresti od dneva do dneva na vsak zapadel neplačan znesek, ki ga je treba plačati po določilih te pogodbe v kateri koli valuti, in sicer od datuma zapadlosti do datuma plačila po obrestni meri, ki je enaka višji od:

- (a) vsote: (i) 0,25% (25 bazičnih točk) in (ii) obrestne mere, ki se vsakokrat uporabi po odstavku 3.01 za to tranšo, in
- (b) vsote: (i) obrestne mere za medbančne depozite za obdobje enega meseca, ponujene na glavnem medbančnem trgu ustrezne valute (za ameriški dolar na londonskem medbančnem trgu in za evro na medbančnem trgu območja evra), ki jo je izbrala banka, in (ii) 2% (200 bazičnih točk) na leto. Za namene te točke (b) so referenčna obrestna obdobja sestavljena iz zaporednih enomesečnih obdobj, ki se začnejo z datumom zapadlosti neplačanega zneska.

Takšne obresti se plačujejo v isti valuti kot zamujeni neplačani znesek, na katerega se obračunavajo.

4. ČLEN**Odplačevanje****4.01 Običajno odplačevanje**

Posojilojemalka odplačuje tranšo na datume, navedene v obvestilu o izplačilu, v enakih obrokih glavnice v skladu s pogoji načrta odplačevanja, določenega v ustreznem poročilu, omenjenem v odstavku 2.04 (ta načrt odplačevanja je sestavni del pogodbe), pri čemer pa:

- (a) prvi datum odplačila ne sme biti pozneje kot na prvi polletni datum, določen v odstavku 5.03, ki sledi takoj po četrti obletnici datuma izplačila tranše;
- (b) zadnji datum odplačila ne sme biti niti prej kot na prvi datum, določen v odstavku 5.03, ki sledi takoj po četrti obletnici datuma izplačila tranše, niti pozneje kot na najbližji polletni datum, določen v odstavku 5.03, ki je tik pred petnajsto obletnico datuma izplačila.

4.02 Prostovoljno predčasno odplačilo

A. Posojilojemalka lahko predčasno odplača celotno posojilo ali del posojila po pisnem obvestilu, danem trideset dni vnaprej (v nadaljevanju "obvestilo o predčasnem odplačilu"), v katerem navede znesek ("znesek predčasnega odplačila"), ki bo predčasno odplačan, in predlagani datum predčasnega odplačila ("datum predčasnega odplačila"), ki je datum, naveden v točki (a) odstavka 5.03 za tranšo s stalno obrestno mero in v točki (b) odstavka 5.03 za tranšo s spremenljivo obrestno mero (vsak od njiju "datum plačila"). Pri tranšah s stalno obrestno mero mora posojilojemalka pri predčasnem odplačilu plačati banki morebitno nadomestilo v skladu z določbami pododstavkov B in C v nadaljevanju.

B. Znesek nadomestila, ki se plača za tranšo s stalno obrestno mero, je znesek primanjkljaja v obrestih, ki bi ga imela banka za vsako leto v obdobju med predčasnim odplačilom in datumi plačila, izračunan na način, naveden v naslednjem pododstavku, in diskontiran v skladu s pododstavkom C.

Znesek primanjkljaja se izračuna kot znesek, za katerega:

- (x) obresti, ki bi jih bilo treba plačati med tem letom na predčasno odplačani del posojila,

exceeds

(y) the interest which would have been so payable during that year if calculated at the Reference Rate; for which purpose the "Reference Rate" means the rate of interest (reduced by 15 (fifteen) basis points) which the Bank determines on the date falling one month prior to the Prepayment Date to be the standard rate for a loan quoted by the Bank in the relevant currency, having the same financial characteristics as the loan, in particular the same periodicity for the payment of interest, the same remaining life to maturity and the same type of repayment profile.

- C. Each amount so calculated shall be discounted to the Prepayment Date by applying a discount rate equal to the rate determined pursuant to indent (y) of Sub-paragraph 4.02B.
- D. The Bank shall give notice to the Borrower of the compensation due or, as the case may be, of the absence of compensation by 12:00 Luxembourg time on a business day in Luxembourg and Ljubljana following delivery of a Prepayment Notice. If by 17:00 Luxembourg time on the date of the notification (if that was given by 12:00 or otherwise by 12:00 next business day in Luxembourg and Ljubljana) the Borrower fails to confirm in writing its intention to effect prepayment on the terms notified by the Bank, the Prepayment Notice shall be of no effect. Save as aforesaid, the Borrower shall be obliged to effect payment in accordance with the Prepayment Notice, together with accrued interest on the Prepayment Amount as well as any sum due under this Paragraph 4.02.

4.03 Compulsory Prepayment

- A. If the Borrower voluntarily prepays a part or the whole of any other loan originally contracted for a term of more than five years, the Bank may demand prepayment of such proportion of the amount of the Loan then outstanding as the prepaid sum bears to the aggregate outstanding amount of all such loans.

The Bank shall address its demand, if any, to the Borrower within four weeks of receipt of the relevant notice under Sub-paragraph 8.02 (b) (i). Any sum demanded by the Bank shall be paid, together with accrued interest, on the date indicated by the Bank, which date shall not precede the date of prepayment of the other loan.

Prepayment of a loan by means of a new loan having a term at least as long as the unexpired term of the loan prepaid shall not be considered to be a prepayment.

- B. If the total cost of the Project should fall substantially short of the figure stated in the Recitals, the Bank may in proportion to the shortfall demand prepayment of the Loan.
- C. If disbursement of the ISPA Grant is suspended, cancelled or if the Borrower is required to repay the ISPA Grant in respect of any of the Sub-projects, the Bank may demand the Borrower to consult with it. Such consultation shall take place within thirty days from the date of the Bank's request.

presejajo

(y) obresti, ki bi jih bilo treba plačati med tem letom, če bi se izračunale po referenčni obrestni meri; v ta namen pomeni "referenčna obrestna mera" obrestno mero (zmanjšano za 15 (petnajst) bazičnih točk), ki jo banka določi na datum, ki nastopi en mesec pred datumom predčasnega odplačila, kot standardno obrestno mero za posojilo, ki ga je banka ponudila v ustrezni valuti in ima enake finančne značilnosti kot to posojilo, zlasti enako periodičnost za plačilo obresti, enako preostalo dobo do zapadlosti in enak način odplačevanja.

- C. Vsak tako izračunan znesek se diskontira na datum predčasnega odplačila z uporabo diskontne stopnje, ki je enaka stopnji, določeni na podlagi točke (y) pododstavka 4.02 B.
- D. Banka obvesti posojilojemalko o dolgovanem nadomestilu oziroma o tem, da takega nadomestila ni, do 12. ure po luksemburškem času na delovni dan v Luxembourg in Ljubljani, ki sledi dostavi obvestila o predčasnem odplačilu. Če do 5. ure popoldne po luksemburškem času na datum obvestila (če je bilo to dano do 12. ure, sicer pa do 12. ure naslednjega delovnega dne v Luxembourg in Ljubljani) posojilojemalka pisno ne potrdi svoje namere, da bo izvedla predčasno odplačilo po pogojih, o katerih jo je banka obvestila, nima obvestilo o predčasnem odplačilu nobenega učinka. Razen navedenega mora posojilojemalka izvesti plačilo v skladu z obvestilom o predčasnem odplačilu skupaj z natečenimi obrestmi na znesek predčasnega odplačila in plačati vsak znesek, dolgovan po tem odstavku 4.02.

4.03 Obvezno predčasno odplačilo

- A. Če posojilojemalka prostovoljno predčasno odplača del ali celoto katerega koli drugega posojila, ki je bilo prvotno dano za več kot petletno obdobje, lahko banka zahteva predčasno odplačilo takšnega deleža zneska tedaj še neodplačanega posojila, kot predčasno plačani znesek pomeni v skupnem neodplačanem znesku vseh takšnih posojil.

Banka naslovi svoj morebitni zahtevek na posojilojemalko v štirih tednih od prejema ustreznega obvestila po pododstavku 8.02 (b) (i). Vsak znesek, ki ga banka zahteva, je treba plačati skupaj z natečenimi obrestmi na datum, ki ga banka navede, pri čemer ta datum ne sme biti pred datumom predčasnega odplačila drugega posojila.

Predčasno odplačilo posojila s pomočjo novega posojila, ki ima vsaj tako dolg rok, kot je nepotekli rok predčasno odplačanega posojila, se ne šteje za predčasno odplačilo.

- B. Če bi bila skupna vrednost projekta bistveno nižja od zneska, navedenega v uvodnih navedbah, lahko banka v sorazmerju s to razliko zahteva predčasno odplačilo posojila.
- C. Če je odloženo ali preklicano izplačilo sredstev ISPA ali če mora posojilojemalka vrniti sredstva ISPA za kateri koli podprojekt, lahko banka zahteva, da se posojilojemalka z njo posvetuje. Tako posvetovanje je treba opraviti v tridesetih dneh od datuma take zahteve banke.

If the Bank in its full discretion decides that the reasons for ISPA's demand for suspension, cancellation or repayment have, or are likely to have, a material adverse effect on the future implementation of the Project by the Borrower, then the Bank may request the Borrower to prepay the Loan together with accrued interest and the indemnity payment, if any, calculated in accordance with Sub-paragraph 4.02 B and C. The Borrower shall effect payment of the amount demanded on the date indicated by the Bank, such date being a date falling not less than thirty days from the date of the demand.

ARTICLE 5

Payments

5.01 Place of Payment

Each sum payable by the Borrower under this Contract shall be paid to the respective account notified by the Bank to the Borrower in written form. The Bank shall indicate the account not less than fifteen days before the due date for the first payment by the Borrower and shall notify any change of account not less than fifteen days before the date of the first payment to which the change applies.

This period of notice does not apply in the case of payment under Article 10.

5.02 Calculation of Payments relating to a Fraction of a Year

Any amount due by way of interest, commission or otherwise from the Borrower under this Contract, and calculated in respect of any fraction of a year, shall be calculated:

- (a) on the basis of a year of three hundred and sixty days and:
 - (i) in respect of a Fixed-Rate Tranche a month of thirty days;
 - (ii) in respect of a Variable-Rate Tranche the number of days elapsed; or
- (b) in respect of a Variable-Rate Tranche expressed in pounds sterling (GBP), on the basis of a year of three hundred and sixty-five days and the number of days elapsed.

5.03 Dates of Payment

Sums due:

- (a) semi-annually under this Contract are payable to the Bank on 15 March and 15 September in each year; and
- (b) quarterly under this Contract are payable to the Bank on the 15 March, 15 June, 15 September and 15 December in each year.

Any payment due on a day which is not a Business Day shall be payable on the nearest succeeding Business Day. "Business Day" means a day on which banks are open for business in the financial centre of the country whose national currency is the currency of the amount due provided that, in the case of the euro, Business Day means a day on which credit or transfer instructions in euro are processed through the euro settlement system entitled Trans-European Automated Real-Time Gross Express Transfer System ("TARGET").

Other sums due hereunder are, if not specified otherwise, payable within seven days of receipt by the Borrower of the demand made by the Bank.

A sum due from the Borrower shall be deemed paid when it is received by the Bank.

Če banka povsem po svoji presoji odloči, da razlogi za zahtevani odlog, preklic ali vračilo sredstev ISPA pomembno negativno vplivajo ali bi lahko negativno vplivali na nadaljnje izvajanje projekta posojiljemalke, lahko banka zahteva, da posojiljemalka predčasno odplača posojilo skupaj z natečenimi obrestmi in morebitno odškodnino, izračunano v skladu s pododstavkom 4.02 B in C. Posojiljemalka plača zahtevani znesek na datum, ki ga banka navede, pri čemer pa ta datum ne sme biti prej kot trideset dni po datumu zahteve.

5. ČLEN

Plačila

5.01 Kraj plačila

Vsak znesek, ki ga mora posojiljemalka plačati po tej pogodbi, se plača na ustrezen račun, ki ga banka pisno uradno sporoči posojiljemalki. Banka navede račun najmanj petnajst dni pred datumom zapadlosti prvega plačila posojiljemalke in jo obvesti o vsaki spremembi računa najmanj petnajst dni pred datumom prvega plačila, za katero sprememba velja.

Ta obvestilni rok pa ne velja za plačilo po 10. členu.

5.02 Izračun plačil, ki se nanašajo na del leta

Kateri koli znesek, ki ga mora plačati posojiljemalka po tej pogodbi za obresti, provizijo ali drugo in je izračunan za kateri koli del leta, se izračuna:

- (a) na podlagi leta iz tristo šestdesetih dni in:
 - a. za tranšo s stalno obrestno mero na podlagi meseca iz tridesetih dni
 - (ii) za tranšo s spremenljivo obrestno mero na podlagi števila poteklih dni ali
- (b) za tranšo s spremenljivo obrestno mero, izraženo v angleških funtih (GBP), na podlagi leta iz tristošestdeset dni in števila poteklih dni.

5.03 Datumi plačila

Zneski, ki zapadejo v plačilo:

- (a) vsakega pol leta po tej pogodbi, se plačajo banki 15. marca in 15. septembra vsakega leta, in
- (b) vsakega četrta leta po tej pogodbi, se plačajo banki 15. marca, 15. junija, 15. septembra in 15. decembra vsakega leta.

Vsako plačilo, ki zapade v plačilo na dan, ki ni delovni dan, se plača prvi naslednji delovni dan. "Delovni dan" pomeni dan, ko so banke odprte za poslovanje v finančnem središču države, katere nacionalna valuta je valuta zapadlega zneska, pri čemer za evro delovni dan pomeni dan izvedbe naloga za plačilo ali prenakazilo v evrih prek evro sistema poravnave, imenovanega Vseevropski avtomatski ekspresni sistem bruto poravnave v realnem času ("TARGET").

Drugi zneski, ki zapadejo v plačilo po tej pogodbi, se plačajo, če ni drugače določeno, v sedmih dneh, potem ko je posojiljemalka prejela zahtevo banke za plačilo.

Znesek, ki ga dolguje posojiljemalka, se šteje za plačanega, ko ga banka prejme.

ARTICLE 6

Particular Undertakings

- 6.01 Use of Loan and other Funds**
The Borrower shall use the proceeds of the Loan and the other funds mentioned in the financing plan described in the Recitals exclusively for the financing of the Project as described in the Technical Description.
- 6.02 Completion of the Project**
The Borrower undertakes to carry out the Project in accordance with, and to complete it by the date envisaged in the Technical Description, as it may be modified from time to time with the approval of the Bank.
- 6.03 Increased Cost of the Project**
If the cost of the Project exceeds the estimated figure set out in the Recitals, the Borrower shall obtain the finance to fund the excess cost without recourse to the Bank, so as to enable it to complete the Project. The plans for funding the excess cost shall be submitted in a timely manner to the Bank's approval.
- 6.04 Tendering Procedure**
The Borrower shall ensure that equipment will be purchased, services will be secured and works shall be ordered for the Project, so far as appropriate and in line with relevant EU procedures, by international tender open to nationals of the member states of the European Union and of Romania, Bulgaria, the Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia, Slovenia, Malta, Cyprus and Turkey.
- 6.05 Insurance**
So long as the Loan is outstanding, the Borrower shall ensure that measures for insuring all works and property forming part of the Project will be taken in accordance with normal practice for similar works of public interest in the Republic of Slovenia.
- 6.06 Maintenance**
So long as the Loan is outstanding, the Borrower shall ensure that all property forming part of the Project will be maintained, repaired, overhauled, renewed and replaced, as required to keep it in good working order in accordance with its original concept.
- 6.07 Environmental Covenants**
So long as the Loan is outstanding, the Borrower shall ensure that:
- (a) the Project is implemented in conformity with the environmental laws and regulations applicable to it and, whenever applicable, with European Union standards related to environmental protection as they may be amended or modified, and that all necessary authorisations applicable thereto are secured and maintained;
 - (b) all maintenance and rehabilitation works are carried out as well as all mitigating measures which may be necessary for the Project in conformity with good utility practice and the standards referred to in Indent (a) of this Paragraph are implemented and monitored; and
 - (c) no materials or substances, which could have adverse effects on the environment, will be used in the implementation of the Project.
- 6.08 Assistance**
So long as the Loan is outstanding, the Borrower shall ensure that a contact person satisfactory to the Bank, who will act as a service point for the Bank regarding the implementation of the Project, is appointed by the Ministry of Transport.

6. ČLEN

Posebne obveznosti

- 6.01 Uporaba posojila in drugih finančnih virov**
Posojiljemalka uporabi sredstva posojila in druge finančne vire, omenjene v načrtu financiranja, opisanem v uvodnih navedbah, izključno za financiranje projekta, kot je opisan v tehničnem opisu.
- 6.02 Dokončanje projekta**
Posojiljemalka se obvezuje, da bo projekt izvedla v skladu s tehničnim opisom in ga dokončala do roka, predvidenega v tehničnem opisu, kot se ta lahko z odobritvijo banke vsakokrat spremeni.
- 6.03 Povečani stroški projekta**
Če stroški projekta presežejo ocenjeni znesek, naveden v uvodnih navedbah, pridobi posojiljemalka finančna sredstva za financiranje povečanih stroškov, ne da bi se v ta namen obrnila na banko, da bi ta posojiljemalki omogočila dokončanje projekta. Načrte za financiranje povečanih stroškov je treba pravočasno predložiti banki v potrditev.
- 6.04 Razpisni postopek**
Posojiljemalka zagotovi, da bo kupila opremo, zagotovila storitve in naročila dela za projekt, kolikor bo to primerno in v skladu z ustreznimi postopki EU, prek mednarodnega javnega razpisa, na katerega se lahko prijavijo državljani držav članic Evropske unije ter Romunije, Bolgarije, Češke republike, Estonije, Madžarske, Latvije, Litve, Poljske, Slovaške, Slovenije, Malte, Cipra in Turčije.
- 6.05 Zavarovanje**
Dokler posojilo ni odplačano, posojiljemalka zagotovi, da so sprejeti ukrepi za zavarovanje del in premoženja, ki so del projekta, v skladu z običajno prakso za podobna dela v javnem interesu v Republiki Sloveniji.
- 6.06 Vzdrževanje**
Dokler posojilo ni odplačano, posojiljemalka zagotovi, da se vse premoženje, ki je del projekta, vzdržuje, popravlja, generalno pregleduje, obnavlja in zamenjuje tako, kot je potrebno, da se ohranja v dobrem delovnem stanju in v skladu s svojim prvotnim namenom.
- 6.07 Okoljske zaveze**
Dokler posojilo ni odplačano, posojiljemalka zagotovi, da se:
- (a) projekt izvaja skladno z zakoni in predpisi o varstvu okolja, ki zanjo veljajo, kadar je to primerno, pa tudi s standardi Evropske unije o varstvu okolja, kot se lahko dopolnijo ali spremenijo, ter zagotovi in vzdržuje vsa potrebna dovoljenja, ki se na to nanašajo;
 - (b) izvajajo vsa vzdrževalna in sanacijska dela ter vsi ukrepi za ublažitev vplivov na okolje, ki so potrebni za izvajanje in spremljanje projekta v skladu z dobro prakso in standardi iz točke (a) tega odstavka, in
 - (c) pri izvajanju projekta ne uporabljajo nobeni materiali ali snovi, ki bi lahko škodljivo vplivale na okolje.
- 6.08 Pomoč**
Dokler posojilo ni odplačano, posojiljemalka zagotovi, da Ministrstvo za promet imenuje osebo za stike, ki je za banko sprejemljiva in bo delovala kot servis za banko v zvezi z izvajanjem projekta.

ARTICLE 7

Security**7.01 Additional Security**

If the Borrower should hereafter grant to a third party any security interest over any of its assets for the performance of any of its external indebtedness or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide equivalent security interest to the Bank for the performance of its obligations under this Contract or grant the Bank equivalent preference or priority. The Borrower represents that no such security interest, preference or priority presently exists.

ARTICLE 8

Information and Visits**8.01 Information concerning the Project**

The Borrower shall:

- (a) deliver to the Bank: (i) at the latest six months after the signature of this Contract, copies of the monitoring reports regarding each Sub-project in the form as drawn up for ISPA (including the semi-annual monitoring reports; and (ii) from time to time, any such further document or information concerning the financing, implementation and operation of the Project as the Bank may reasonably require;
- (b) submit for the approval of the Bank any material change to the general plans, timetable or expenditure programme for the Project, by relation to the disclosures made to the Bank prior to the signing of this Contract;
- (c) inform the Bank of any fact or event known to the Borrower, which reasonably may substantially prejudice or affect the conditions of execution or operation of the Project; and
- (d) retain in a single location the full terms of the work contracts, as well as all material documents pertaining to the procurement process and to the execution of such contracts, for inspection during six years from the conclusion of each such contract financed by means of the Loan.

8.02 Information concerning the Borrower

The Borrower shall:

- (a) ensure that its records clearly show all operations relating to the financing and execution of the Project;
- (b) ensure that the Bank is informed:
 - (i) immediately of any decision made by it for any reason or of any fact, which obliges it, or any demand made to it to prepay any loan originally granted for a term exceeding five years;
 - (ii) immediately of any intention on its part to create any security interest, preference or priority pursuant to Paragraph 7.01; or
 - (iii) generally of any fact or event which reasonably may prevent the fulfilment of any obligation of the Borrower under this Contract.

All documents and information are to be provided in English language.

8.03 Visits

The Borrower shall permit persons designated by the Bank to visit the sites, installations and works comprising the Project and to conduct such checks as they may wish, and shall provide them with all necessary assistance for this purpose.

7. ČLEN

Poroštvo**7.01 Dodatno poroštvo**

Če bi posojilojemalka dala tretji osebi kakršno koli poroštvno pravico nad katerimi koli svojimi sredstvi za poplačilo katere koli zunanje obveznosti ali kakršno koli posebno pravico ali prednostno pravico v zvezi s tem, mora posojilojemalka zagotoviti banki, če ta tako zahteva, enakovredno poroštvno pravico za izpolnitev svojih obveznosti po tej pogodbi ali dati banki enakovredno posebno pravico ali prednostno pravico. Posojilojemalka izjavlja, da zdaj ne obstaja nobena taka poroštvna, posebna ali prednostna pravica.

8. ČLEN

Informacije in ogledi**8.01 Informacije o projektu**

Posojilojemalka:

- (a) pošlje banki: (i) najpozneje šest mesecev po podpisu te pogodbe kopije poročil o spremljanju stanja za vsak podprojekt v obliki, kot so sestavljena za ISPA (vključno s polletnimi poročili o spremljanju stanja), in (ii) vsakokrat vsak tak nadaljnji dokument ali informacijo o financiranju, izvajanju in potekanju projekta, kot jo lahko banka upravičeno zahteva;
- (b) predloži banki v potrditev kakršno koli pomembno spremembo splošnih načrtov, časovnega razporeda ali programa izdatkov projekta glede na podatke, predstavljene banki pred podpisom te pogodbe;
- (c) obvesti banko o vsakem dejstvu ali dogodku, ki ga posojilojemalka pozna in bi lahko bistveno posegel v pogoje izvajanja ali poteka projekta ali vplival nanje, in
- (d) hrani za vpogled na enem mestu vse pogoje pogodb o izvajanju del ter vso pomembno dokumentacijo v zvezi z naročanjem in izvajanjem takšnih pogodb še šest let po sklenitvi vsake takšne pogodbe, financirane s posojilom.

8.02 Informacije o posojilojemalki

Posojilojemalka:

- (a) zagotovi, da so v njenih evidencah jasno prikazani vsi posli v zvezi s financiranjem in izvajanjem projekta;
- (b) zagotovi, da je banka:
 - (i) takoj obveščena o vsaki odločitvi, ki jo je sprejela iz kakršnega koli razloga, ali o vsakem dejstvu, ki jo zavezuje, ali o vsaki zahtevi, da predčasno odplača katero koli posojilo, ki ji je bilo prvotno odobreno za rok, daljši od petih let;
 - (ii) takoj obveščena o vsakem njenem namenu, da bo dala kakršno koli poroštvno, posebno ali prednostno pravico na podlagi odstavka 7.01, ali
 - (iii) na splošno obveščena o vsakem dejstvu ali dogodku, ki bi lahko preprečil izpolnitev katere koli obveznosti posojilojemalke po tej pogodbi.

Vsa dokumentacija in informacije morajo biti zagotovljene v angleškem jeziku.

8.03 Ogledi

Posojilojemalka dovoli osebam, ki jih banka določi, da si ogledajo lokacije, objekte in naprave ter dela, ki sestavljajo projekt, in da opravijo take preglede, kot želijo, ter jim zagotovi vso potrebno pomoč za ta namen.

ARTICLE 9

Charges and Expenses**9.01 Taxes, Duties and Fees**

The Borrower shall pay all taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation of any security for the Loan.

The Borrower shall pay all principal, interest, commission and other amounts due under this Contract gross without deduction of any national or local impositions whatsoever; provided that, if the Borrower is obliged by law to make any such deduction, it will gross up the payment to the Bank so that after deduction, the net amount received by the Bank is equivalent to the sum due.

9.02 Other Charges

The Borrower shall bear any professional, banking, transfer or exchange costs incurred in the execution or implementation of this Contract or related document, and in the creation of any security for the Loan.

ARTICLE 10

Prepayment upon an Event of Default**10.01 Right to demand Repayment**

The Borrower shall prepay the Loan or any part thereof forthwith upon demand being made therefor by the Bank:

A. immediately:

- (a) if any written information or document given to the Bank by or on behalf of the Borrower in connection with the negotiation of this Contract or during its lifetime proves to have been incorrect in any material particular;
- (b) if the Borrower fails on due date to repay any part of the Loan, to pay interest thereon or to make any other payment to the Bank as herein provided;
- (c) if, following any default in relation thereto, the Borrower is required to prepay or discharge ahead of maturity any loan originally granted to it for a term exceeding five years;
- (d) if the Borrower fails to fulfil any financial obligation under any other loan made to it by the Bank from the resources of the Bank, or of the European Union;
- (e) if any distress, execution, sequestration or other process is levied or enforced upon any property forming part of the Project; or

B. upon expiry of a reasonable period of time according to the provisions of this Contract and specified in a notice served by the Bank on the Borrower, without the matter being remedied to the satisfaction of the Bank:

- (a) if the Borrower fails to comply with any obligation under this Contract other than one mentioned in Sub-paragraph 10.01 A. (b); or
- (b) if any material fact stated in the Recitals substantially alters or proves erroneous and the alteration or error either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project.

9. ČLEN

Stroški in izdatki**9.01 Davki, dajatve in pristojbine**

Posojiljemalka plača vse davke, dajatve, pristojbine in druge davščine katere koli vrste, vključno s kolkovino in pristojbinami za registracijo, ki izhajajo iz sklenitve ali izvajanja te pogodbe ali katerega koli z njo povezanega dokumenta ter iz kakršnega koli poroštva za posojilo.

Posojiljemalka plača vse zneske glavnice, obresti, provizij in druge zneske, dolgovane po tej pogodbi, bruto brez odbitka kakršnih koli nacionalnih ali lokalnih dajatev; posojiljemalka bo, če je po zakonu zavezana odvesti kakršen koli odbitek, plačilo banki povečala za toliko, da bo po odbitku neto znesek, ki ga prejme banka, enak dolgovanemu znesku.

9.02 Drugi stroški

Posojiljemalka krije vse stroške strokovnega dela, bančnega poslovanja, prenakazil ali tečajnih razlik, ki nastanejo pri sklenitvi ali izvajanju te pogodbe ali z njo povezanega dokumenta in pri vsakem poroštvu za posojilo.

10. ČLEN

Predčasno odplačilo ob neizpolnjevanju obveznosti**10.01 Pravica zahtevati predčasno odplačilo**

Posojiljemalka na zahtevo banke nemudoma predčasno odplača posojilo ali del posojila:

A. takoj:

- (a) če se izkaže, da je kakršna koli pisna informacija ali dokument, ki ga je banka dobila od posojiljemalke ali v njenem imenu v zvezi s pogajanjem za sklenitev te pogodbe ali med njenim trajanjem, nepravilen v kakršni koli pomembni podrobnosti;
- (b) če posojiljemalka ob zapadlosti ne odplača katerega koli dela posojila, ne plača obresti nanj ali ne izvede kakršnega koli drugega plačila banki, kot je določeno v tej pogodbi;
- (c) če mora po kakršnem koli neizpolnjevanju obveznosti posojiljemalka predčasno odplačati ali vrniti pred zapadlostjo kakršno koli posojilo, ki ji je bilo prvotno odobreno za več kot pet let;
- (d) če posojiljemalka ne izpolni kakšne finančne obveznosti po kakršnem koli drugem posojilu, ki ga je dala banka iz sredstev banke ali Evropske unije;
- (e) če se na katerem koli premoženju, ki je del projekta, uvede ali sodno uveljavi kakršna koli zablamba, izvršba, sekvestracija ali drug postopek, ali

B. po poteku razumnega roka v skladu z določbami te pogodbe in navedenega v obvestilu, ki ga banka pošlje posojiljemalki, če zadeva za banko ne ni bila zadovoljivo rešena:

- (a) če posojiljemalka ne izpolni katere koli obveznosti po tej pogodbi razen obveznosti iz točke (b) pododstavka 10.01 A ali
- (b) če se katero koli pomembno dejstvo, navedeno v uvodnih navedbah, bistveno spremeni ali izkaže za napačno in če ta sprememba ali napaka škoduje interesom banke kot posojilodajalke posojiljemalki ali neugodno vpliva na izvajanje ali potekanje projekta.

10.02 Other Rights at Law

Paragraph 10.01 shall not restrict any other right of the Bank at law to require prepayment of the Loan.

10.03 Damages

A. In case of demand under Paragraph 10.01 applicable to a Fixed-Rate Tranche, the Borrower shall pay to the Bank an amount calculated as at the date of demand, as the greater of:

- (a) an amount calculated, according to the provisions of Sub-paragraphs 4.02B and C, on the sum which has become due and payable, and with effect from the due date specified in the Bank's notice of demand; and
- (b) an amount calculated at the annual rate of 0.25% from the date of the demand to the respective date on which each instalment of the sum demanded would have been repayable but for the making of the demand.

B. In case of demand under Paragraph 10.01 applicable to a Variable-Rate Tranche, the Borrower shall pay to the Bank a sum calculated as at the date of demand at an annual rate of 0.25% from the date of the demand to the respective date on which each instalment of the sum demanded would have been repayable but for the making of the demand.

10.04 Non-Waiver

No failure or delay by the Bank in exercising any of its rights under this Article 10 shall be construed as a waiver of such right.

10.05 Application of Sums Received

Sums received following a demand under Article 10 shall be applied first in payment of damages, commission and interest in that order and secondly in reduction of outstanding instalments in inverse order of maturity.

ARTICLE 11

Law and Jurisdiction**11.01 Law**

This Contract and its formation, construction and validity shall be governed by the laws of the Grand Duchy of Luxembourg.

11.02 Jurisdiction

All disputes concerning this Contract shall be submitted to the Court of Justice of the European Communities.

A decision of the Court given pursuant to this Sub-paragraph 11.02 shall be conclusive and binding on the parties without restriction or reservation.

The parties to this Contract hereby waive any immunity from or right to object to the jurisdiction of the Court.

11.03 Evidence of Sums due

In any legal action arising out of this Contract the certificate of the Bank as to any amount due to the Bank under this Contract shall be prima facie evidence of such amount in the absence of manifest error.

11.04 Entry into force

This Contract shall enter into force upon confirmation by the Bank to the Borrower that it has received a certified copy of the instrument of ratification by the Borrower.

ARTICLE 12

Final Clauses**12.01 Notices**

Notices and other communications given hereunder shall be sent to the addresses mentioned under 1) below except that notices to the Borrower relating to litigation whether pending or threatened shall be sent to the address mentioned under 2) below where the Borrower elects domicile:

10.02 Druge zakonite pravice

Odstavek 10.01 ne omejuje kakršne koli druge zakonite pravice banke, da zahteva predčasno odplačilo posojila.

10.03 Odškodnina

A. Ob zahtevi za odplačilo po odstavku 10.01, ki se uporablja za tranšo s stalno obrestno mero, plača posojilojemalka banki večjega od naslednjih zneskov, izračunanih na datum zahtevka:

- (a) znesek, izračunan po določbah pododstavkov 4.02 B in C, za znesek, ki je zapadel in ga je treba plačati, in z veljavnostjo od datuma zapadlosti, ki je naveden v zahtevi banke za plačilo, in
- (b) znesek, izračunan po letni stopnji 0,25% od datuma zahtevka za plačilo do datuma, na katerega bi bilo treba odplačati vsak obrok zahtevanega zneska, če zahteva za predčasno odplačilo ne bi bila dana.

B. Ob zahtevi za predčasno odplačilo po odstavku 10.01, ki se uporablja za tranšo s spremenljivo obrestno mero, plača posojilojemalka banki znesek, izračunan na datum zahtevka po letni stopnji 0,25% od datuma zahtevka do datuma, na katerega bi bilo treba plačati vsak obrok zahtevanega zneska, če zahteva za predčasno odplačilo ne bi bila dana.

10.04 Neodpoved pravicam

Nobena neizpolnitev ali zamuda banke pri uveljavljanju katere koli njene pravice po tem 10. členu se ne sme razlagati kot odpoved takšni pravici.

10.05 Uporaba prejetih zneskov

Zneski, prejeti po zahtevku na podlagi 10. člena, se uporabijo najprej za plačilo odškodnine, provizije in obresti v tem zaporedju, zatem pa za znižanje neodplačanih obrokov v obratnem zaporedju zapadlosti.

11. ČLEN

Pravo in sodna pristojnost**11.01 Pravo**

To pogodbo in njeno sklenitev, razlaganje in veljavnost ureja pravo Velikega vojvodstva Luksemburg.

11.02 Sodna pristojnost

Vsi spori v zvezi s to pogodbo se predložijo Sodišču Evropskih skupnosti.

Odločitev sodišča, ki jo sodišče sprejme na podlagi tega pododstavka 11.02, je dokončna in zavezujoča za pogodbenici brez omejitve ali pridržka.

Pogodbenici se s tem odrekata vsakršni imuniteti ali pravici do ugovora zoper pristojnost tega sodišča.

11.03 Dokaz o dolgovanih zneskih

V vsakem pravnem sporu, ki izhaja iz te pogodbe, je potrdilo banke o katerem koli znesku, dolgovanem banki po tej pogodbi, dokaz prima facie o takem znesku, če ni očitne napake.

11.04 Začetek veljavnosti

Ta pogodba začne veljati, potem ko banka posojilojemalki potrdi, da je prejela overjeno kopijo akta posojilojemalke o ratifikaciji.

12. ČLEN

Končne določbe**12.01 Obvestila**

Obvestila in druga sporočila po tej pogodbi se pošljejo na ustrezna naslova, navedena v nadaljevanju pod 1), razen obvestil posojilojemalki v zvezi s sodnimi spori ne glede na to, ali potekajo ali grozijo, ki se pošljejo na naslov, naveden v nadaljevanju pod 2), kjer si posojilojemalka izbere domicil:

- for the Borrower: 1) Ministry of Finance
Zupanciceva, 3
1502 Ljubljana
Slovenia;
2) Embassy of the Republic of Slovenia
179, Avenue Louise
1050 Brussels
Belgium;
- for the Bank: 1) 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 European Union.

12.02 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 or other means of transmission which affords 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.

12.03 Recitals, Schedule and Attachment

The Recital, and the following Schedule form part of this Contract:

Schedule A Technical Description.

The following Attachment is enclosed hereto:

Attachment I Authority of Signatories of the Borrower.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in four originals in the English language, each page having been initialled by Ms. Maja Košak, on behalf of the Borrower and by Mr. Gian Domenico Spota, on behalf of the Bank.

Signed for and on behalf of
REPUBLIC OF SLOVENIA
D. Mramor (s)

Signed for and on behalf of
EUROPEAN INVESTMENT BANK
C. Murphy (s) G.D. Spota (s)

This November 12, 2003, at Ljubljana,
This November 18, 2003, at Luxembourg.

- za posojilojemalko: 1) Ministrstvo za finance
Župančičeva 3
1502 Ljubljana
Slovenija;
2) Veleposlaništvo Republike Slovenije
179, Avenue Louise
1050 Bruselj
Belgija;
- za banko: 1) 100 boulevard Konrad Adenauer
L-2950 Luxembourg-Kirchberg.

Vsaka pogodbenica lahko z obvestilom drugi pogodbenici spremeni svoje zgoraj navedene naslove pod pogojem, da se sme naslov pod 2) zamenjati samo z drugim naslovom znotraj Evropske unije.

12.02 Oblika obvestila

Obvestila in druga sporočila, za katera so v tej pogodbi določeni fiksni roki ali ki sama določajo roke, ki so za naslovnika zavezujoči, se vročijo osebno, s priporočenim pismom, telegramom, teleksom ali drugim načinom prenosa, s katerim je mogoče dokazati, da jih je naslovník prejel. Datum priporočenega sporočila oziroma navedeni datum prejema obvestila je odločilen za določitev roka.

12.03 Uvodne navedbe, priloga in dodatek

Uvodne navedbe in naslednja priloga so sestavni del te pogodbe:

Priloga A Tehnični opis.

Prilogi je priložen naslednji dodatek:

Dodatek I Pooblastilo podpisnikov za posojilojemalko.

V POTRDITEV NAVEDENEGA sta pogodbenici podpisali to pogodbo v štirih izvornikih v angleškem jeziku. Vsako stran pogodbe je v imenu posojilojemalke parafirala ga. Maja Košak, v imenu banke pa g. Gian Domenico Spota.

Podpisano za
REPUBLIKO SLOVENIJO
in v njenem imenu
D. Mramor l. r.

Podpisano za
EVROPSKO INVESTICIJSKO BANKO
in v njenem imenu
C. Murphy l. r. G. D. Spota l. r.

Dne 12. novembra 2003 v Ljubljani,
dne 18. novembra 2003 v Luxembourg.

SCHEDULE A

PRILOGA A

SLOVENIA – RAILWAY TRANSPORT SECTOR
PROJECTSLOVENIJA – PROJEKT SEKTORJA ŽELEZNIŠKEGA
PROMETA

Technical Description

Tehnični opis

The Project consists of three Sub-projects that are also to be financed under an ISPA support programme. The various items to be financed consist, inter alia, of track upgrading, signalling improvements and remote control of fixed installations as follows:

1) Renewal of cut Krizni vrh with renewal of line sections on the Zidani most- Maribor track

This Sub-project consists of the following interventions:

Krizni vrh cutting

- a. Rehabilitation of the walls of the cutting of 416 m including rehabilitation of the slopes
- b. Restoration of the track bed including drainage over the same length
- c. Renewal of the superelevation of the track between Km 563+346 and km 564+860

Line section Policane to km 563+346

– renewal of track foundations and superstructure

Renewal of tracks in Povnikva Station

– renewal of tracks 1,2,3 foundations and superstructure in or approaching the station.

2) Modernisation of signalling and safety devices along the railway line Divaca – Koper

This Sub-project consists of a modernisation of the signalling system on the single track line between Divaca and Koper to enable the line to be integrated with the joint Central Traffic Centre which will handle all Slovenian railway traffic in the future. The modernisation includes UPS power supply, points heaters, level crossing automation, information systems and other works and will improve safety, reduce maintenance costs, increase line capacity and facilitate staff reductions.

3) The railway line Ljubljana – Maribor: upgrading for higher speed (1st and 2nd phase)

The works involve 7 points of priority intervention selected by an analysis using a track geometry car and visual inspection. The interventions include replacement of the track to UIC 60, switches to UIC60-300-6, rehabilitation of the sub-structure and upgrading of the signalling, power and safety equipment at Stations Kresnice, Sava, Trbovlje, Hoče, Line section Hoče Maribor, Station Maribor Tezno, and line Station Maribor Tezno to Maribor.

The Project is expected to be completed by December 2004.

3. člen

Za izvajanje finančne pogodbe skrbi Ministrstvo za finance.

4. člen

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

Št. 440-03/04-126/1

Ljubljana, dne 5. aprila 2004

EPA 1173-III

Projekt sestavljajo trije podprojekti, ki se financirajo tudi po programu pomoči ISPA. Različne rešitve, ki naj bi se financirale, so med drugim posodobitev proge, izboljšanje signalnih naprav in daljinsko upravljanje stabilnih naprav, in sicer:

1) Obnova useka Križni vrh z obnovo odsekov proge Zidani Most–Maribor

Ta podprojekt sestavljajo naslednja dela:

Usek Križni vrh

- a. Obnova zidov useka v dolžini 416 m skupaj z obnovo brežin
- b. Obnova grede tira skupaj z drenažo na enaki dolžini proge
- c. Obnova nadvišanja proge med km 563+346 in km 564+860

Odsek proge od Poličan do km 563+346

– obnova spodnjega in zgornjega ustroja proge

Obnova tirov na postaji Ponikva

– obnova spodnjega in zgornjega ustroja tirov 1, 2 in 3 na postaji ali na uvozu na postajo.

i. Posodobitev signalnovarnostnih naprav na progi Divača–Koper

Ta podprojekt sestavljajo: posodobitev sistema signalnovarnostnih naprav na enotirni progi med Divačo in Koper, tako da bo ta proga lahko vključena v skupni osrednji prometni center, od koder se bo v prihodnje upravljal ves slovenski železniški promet. Posodobitev vključuje brezprekinitveno napajanje, kretniške grelce, avtomatizacijo cestnih prehodov, informacijske sisteme in druga dela ter bo izboljšala varnost, zmanjšala stroške vzdrževanja, povečala zmogljivost prog in omogočila zmanjšanje števila osebja.

ii. Železniška proga Ljubljana–Maribor: nadgradnja za večje hitrostjo (1. in 2. faza)

Dela vključujejo posege na sedmih prednostnih odsekih, izbranih po analizi z merjenjem geometrije proge in vizualnim pregledom. Med deli so zamenjava tirov z UIC 60, kretnic z UIC60-300-6, obnova spodnjega ustroja in posodobitev signalnovarnostnih in napajalnih naprav na postajah Kresnice, Sava, Trbovlje, Hoče, odseku proge Hoče–Maribor, postaji Maribor Tezno in na progi od postaje Maribor Tezno do Maribora.

Projekt naj bi bil končan do decembra 2004.

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

O b v e s t i l o

o začetku veljavnosti mednarodne pogodbe

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list Republike Slovenije, št. 113/03 – uradno prečiščeno besedilo) Ministrstvo za zunanje zadeve Republike Slovenije

s p o r o č a,

– da je dne 29. marca 2004 za Republiko Slovenijo začela veljati Severnoatlantska pogodba, podpisana v Washingtonu 4. aprila 1949 in objavljena v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 5/04 (Uradni list Republike Slovenije, št. 21/04).

Ljubljana, 14. aprila 2004

Ministrstvo za zunanje zadeve
Republike Slovenije

VSEBINA

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|-----|--|------|
| 32. | Zakon o ratifikaciji Finančne pogodbe med Republiko Slovenijo in Evropsko investicijsko banko (Slovenija – projekt sektorja železniškega prometa) (MFEIBŽ) | 3745 |
| – | Obvestilo o začetku veljavnosti mednarodne pogodbe | 3760 |

