

GUIDELINES FOR WITHDRAWAL OF PROCEEDS  
OF WORLD BANK LOANS AND IDA CREDITS  
(October 1974)

TABLE OF CONTENTS

1. General
2. Schedule of Withdrawal of Proceeds
3. Currency of Payment
4. Withdrawal Applications
5. Application for Reimbursement -  
Procedure I
6. Application to Enable Payment  
to be Made - Procedure III
7. Application for Agreement to  
Reimburse - Procedures V and VI
  - 7.1 Irrevocable Agreement to  
Reimburse - Procedure V
  - 7.2 Qualified Agreement to  
Reimburse - Procedure VI

VODIČ ZA POVLAČENJE SREDSTAVA ZAJMA SVJETSKE BANKE I  
KREDITA MEĐUNARODNOG UDRUŽENJA ZA RAZVOJ  
(listopad 1974)

S A D R Ž A J

1. Općenito
2. Raspored povlačenja sredstava
3. Valuta plaćanja
4. Zahtjev za povlačenje
5. Zahtjev za isplatu -  
postupak I
6. Zahtjev da se omogući  
plaćanje - postupak III
7. Zahtjev za dobivanje pristanka na  
isplatu - postupci V i VI
  - 7.1 Neopozivi pristanak na  
isplatu - postupak V
  - 7.2 Kvalificirani pristanak na  
isplatu - postupak VI

## 1. GENERAL

The Articles of Agreement of the International Bank for Reconstruction and Development (the Bank) and the International Development Association (IDA) provide that the Bank and IDA shall make arrangements to ensure that the proceeds of financing are used only for the purposes for which the financing was provided and that funds may be withdrawn only to meet expenses in connection with the project as they are actually incurred.

Accordingly, when a loan or development credit agreement becomes effective, the Bank or IDA does not pay the amount of the loan or credit to the Borrower, but credits the full amount to a loan or credit account. Withdrawals from this account may be made only to finance goods or services which are suitable for the project for which the loan or credit has been made.

Disbursement procedures must, of course, conform to the provisions of the loan or development credit agreements under which disbursements are made. Although the procedures described in this pamphlet are applicable to the great majority of loans or credits made by the Bank or IDA, it must not be assumed that they are applicable to all loans or development credits.

## 2. SCHEDULE OF WITHDRAWAL OF PROCEEDS

At the time the loan or credit is negotiated, or as soon as practicable thereafter, a schedule entitled *Withdrawal of Proceeds of Loan (or Credit)* is drawn up in agreement between the Bank or IDA and the Borrower. Amendments to this schedule are made by the Bank or IDA in accordance with the provisions of the contractual documents for the loan or credit. Where no such provision

## 1. OPĆENITO

Statut Međunarodne banke za obnovu i razvoj (Banka) i Međunarodnog udruženja za razvoj (MUR) određuje da Banka i MUR zaključuju sporazume kako bi osigurali da se sredstva za financiranje troše samo u svrhe za koje je financiranje određeno i da iznosi mogu biti povučeni samo radi plaćanja troškova, u vezi s projektom, koji stvarno postoje.

Prema tome, kad sporazum o zajmu ili razvojnom kreditu stupi na snagu, Banka ili MUR ne plaća iznos zajma ili kredita zajmoprimcu, već odobrava puni iznos zajamskom ili kreditnom računu. Povlačiti se s tog računa može samo za financiranje robe ili usluga koje su prikladne za projekt za koji je učinjen zajam ili kredit.

Postupak isplate treba naravno biti usklađen s odredbama sporazuma o zajmu ili razvojnom kreditu po kojem se isplaćuje. Iako se postupak što ga opisuje ova knjižica primjenjuje na veliku većinu zajmova ili kredita što ga daje Banka ili MUR, ne treba prepostavljati da se primjenjuje na sve zajmove i razvojne kredite.

## 2. RASPORED POVLAČENJA SREDSTAVA

U vrijeme pregovaranja o zajmu ili kreditu ili nakon toga, čim je to praktički moguće, sastavlja se u sporazumu između Banke ili MUR-a i zajmoprimca raspored pod nazivom *Povlačenje zajamskih (ili kreditnih) sredstava*. Banka ili MUR dopunjuje taj raspored u skladu s odredbama ugovorne dokumentacije koje se odnose na zajam ili

exists in the loan or credit documents changes may be made by agreement with the Borrower. The withdrawal of proceeds schedule usually consists of a few main categories which correspond to a summary of the types of goods and services needed for the project to be carried out.

### 3. CURRENCY OF PAYMENT

Article IV, Section 4.01 of both the General Conditions Applicable to Loan and Guarantee Agreements and the General Conditions Applicable to Development Credit Agreements provide that except as the Borrower and the Bank or IDA shall otherwise agree, withdrawals from the Loan or Credit Account shall be made in the respective currencies in which the expenditures to be financed out of the proceeds of the Loan or Credit have been paid or are payable; provided, however, that withdrawals in respect of expenditures in the currency of the member of the Bank or IDA which is the Borrower or the Guarantor shall be made in such currency or currencies as the Bank or IDA shall from time to time reasonably select.

### 4. WITHDRAWAL APPLICATIONS

The General Conditions, Article V, Section 5.01 provides that the Borrower shall be entitled to withdraw from the Loan or Credit Account amounts expended or, if the Bank or IDA shall so agree, amounts to be expended for the Project in accordance with the provisions of the Loan or Development Credit Agreement and of the General Conditions. Except as shall be otherwise agreed between the Bank or IDA and the Borrower, no withdrawals shall be made on account of expenditures in the territories of any country which is not a member of the Bank (other than

kredit. Ako takve odredbe ne postoje u zajamskoj ili kreditnoj dokumentaciji, do izmjena može doći sporazumno sa zajmoprimcem. Raspored povlačenja sredstava obično se sastoji od nekoliko kategorija koje odgovaraju sažetku tipova robe i usluga koji su potrebni za izvršenje projekta.

### 3. VALUTA PLAĆANJA

Čl.IV, odjeljak 4.01 Općih uvjeta koji se primjenjuju na sporazume o zajmu i garanciji kao i Općih uvjeta koji se primjenjuju na sporazume o razvojnom kreditu propisuju, osim ako zajmoprimac i Banka ili MUR drugačije ne odrede, da se povlačenje sa zajamskog ili kreditnog računa izvrši u odnosnoj valuti u kojoj su plaćeni ili platiti izdaci koji se financiraju iz zajamskih ili kreditnih sredstava, no povlačenja koja se tiču izdataka u valuti članice Banke ili MUR-a, koja je zajmoprimac ili garant, izvršavaju se u valuti ili valutama koje Banka povremeno razumno izabere.

### 4. ZAHTEV ZA POVLAČENJE

Opći uvjeti, član V, odjeljak 5.01 propisuju da je zajmoprimac ovlašten povlačiti sa zajamskog ili kreditnog računa iznose koji su utrošeni ili - ako Banka ili MUR tako odredi - iznose koji će se utrošiti za projekt u skladu s određbama sporazuma o zajmu ili sporazuma o razvojnom kreditu i s određbama Općih uvjeta. Osim ako je drugačije ugovoreno između Banke ili MUR-a i zajmoprimca, nikakvo povlačenje se ne vrši radi plaćanja izdataka na području neke države koja nije članica Banke (osim Švi-

- 9 -

Switzerland) or for goods produced in, or services supplied from, such territories

#### 5. APPLICATION FOR REIMBURSEMENT - PROCEDURE I

A Borrower having made a payment which is eligible for financing under the loan or credit, may apply to the Bank or IDA for reimbursement. The application may cover a number of purchase transactions provided they are all in the same currency. A separate application is required for each currency involved. Each item for which reimbursement is requested in the application should be related to the appropriate category in the Schedule of Withdrawal of Proceeds. The payment made by the Borrower may have been a payment for a completed transaction (i.e. full payment for goods which have been delivered) or it may have been a down or progress payment on a contract. In either case the Borrower will submit a formal application for reimbursement. The application will be the same in each case but the documentation required by the Bank or IDA at the time the disbursement is made will differ in the case of a progress payment and a payment on a completed transaction. In the case of a progress payment on a contract, the documentation required by the Bank or IDA, would consist of a copy of the contract showing that the payment was due, together with evidence that payment to the supplier had been made. Shipping evidence will not be available but the Borrower would be required to furnish evidence of shipment as soon as possible after shipment had taken place.

If the payment for which reimbursement is requested is for a completed transaction, the Borrower will be required to submit in support of the application:

carske) ili za robu proizvedenu, ili usluge učinjene na takvim područjima.

#### 5. ZAHTJEV ZA ISPLATU - POSTUPAK I

Zajmoprimec koji je izvršio plaćanje koje je prikladno za financiranje na osnovi zajma ili kredita, može zahtijevati isplatu od Banke ili MUR-a. Zahtjev se može odnositi na više kupovina ako su one sve u istoj valuti. Poseban zahtjev se traži za svaku valutu. Svaka stavka za koju se traži isplata u zahtjevu treba biti uvrštena u prikladnu kategoriju "Rasporeda za povlačenje sredstava". Plaćanje zajmoprimeca može biti plaćanje za završenu transakciju (tj. potpuno plaćanje za isporučenu robu) ili može biti plaćanje prema stupnju ispunjenja ugovora. U oba slučaja zajmoprimec podnosi formalni zahtjev za isplatu. Zahtjev je uvijek jednak, ali dokumentacija koju traži Banka ili MUR kad isplaćuje razlikuje se u slučaju plaćanja prema stupnju ispunjenja ugovora i plaćanja nakon završene transakcije. U slučaju plaćanja prema stupnju ispunjenja ugovora dokumentacija koju Banka ili MUR traži sastoji se od kopije ugovora koji pokazuje da je plaćanje doispunjeno, zajedno s dokazom da je izvršeno plaćanje dobitnika. Ne traži se dokaz o prodaji na prijevoz, ali od zajmoprimeca se zahtijeva da pribavi dokaze o prijevozu odmah nakon što je prijevoz izvršen.

Ako se zahtijeva isplata za završenu transakciju, zajmoprimec treba podnijeti u potporu svog zahtjeva:

- a) an invoice from the supplier (either the original or a legible copy)
- b) evidence of payment to the supplier--this should be either:
  - i) a receipted invoice or a formal receipt of the supplier or
  - ii) a cancelled bank check or draft or a photostatic copy of such bank check or draft or
  - iii) a commercial bank's report of payment if the payment has been made under a letter of credit or
  - iv) any other evidence satisfactory to the Bank or IDA.
- c) evidence of shipment--this would consist of either:
  - i) a copy of the bill of lading (this need not be a signed copy) or
  - ii) a statement by the supplier that the goods have been shipped. Such a statement should give details of the shipment or
  - iii) a forwarder's certificate.

If the evidence of payment consists of a report of payment by a commercial bank under a letter of credit, no evidence of shipment is required if the commercial bank's Report of Payment indicates that documents evidencing shipment were produced to the commercial bank at the time payment was made.

After approval of an application, the Bank or IDA makes disbursement to the Borrower or to the Borrower's order and notifies the Borrower of each disbursement made.

- a) račun dobavljača (bilo u originalu ili u čitljivoj kopiji),
- b) dokaz o plaćanju dobavljaču, što treba biti:
  - i) plaćeni račun ili formalna potvrda o plaćanju dobavljača, ili
  - ii) barirani bankovni ček ili mjenica ili fotografiska kopija takvog bankovnog čeka ili mjenice, ili
  - iii) izvještaj trgovačke banke o plaćanju, ako je plaćanje učinjeno putem akreditiva, ili
  - iv) neki drugi dokaz koji zadovoljava Banku ili MUR.
- c) dokaz o prijevozu koji se sastoji od:
  - i) kopije teretnice (ne treba biti potpisani primjerak), ili
  - ii) izjave dobavljača da je roba prevezena; takva izjava treba sadržavati potankosti o prijevozu, ili
  - iii) špediterove potvrde.

Ako se dokaz o plaćanju sastoji od izvještaja o plaćanju koje je učinila trgovačka banka putem akreditiva, ne traži se nikakav dokaz o prijevozu, ako izvještaj o plaćanju trgovačke banke navodi da su toj banci podneseni dokumenti koji dokazuju prijevoz u času kad se plaćalo.

Nakon odobrenja zahtjeva, Banka ili MUR vrši isplate zajmoprimcu ili po njegovoj naredbi i obavještava ga o svakoj učinjenoj isplati. Zajmoprimac je obvezan platiti

The Borrower is obligated to repay the Bank the amount of the currency actually disbursed unless the Bank has used some other currency to acquire the currency disbursed, in which case the Borrower is obligated to repay the Bank the amount of currency used to acquire the currency disbursed. In the case of IDA, Borrowers elect at the time a development credit is negotiated the currency in which repayment may be made. The amount repayable is the equivalent as of the date of repayment of the value of the currency or currencies withdrawn expressed in terms of US dollars of the weight and fineness in effect on January 1, 1960. If for any reason an application is not approved by the Bank or IDA, a letter is sent to the Borrower notifying it of the disapproval and the reasons therefor.

#### 6. APPLICATION TO ENABLE PAYMENT TO BE MADE - PROCEDURE III

A Borrower may also submit an application prior to having paid for good or services. In such a case the application will request that the Bank or IDA, if they so agree, will make a payment direct to a supplier on the Borrower's behalf. The formal application should be supported by a copy of the contract or purchase order under which the payment is to be made, and if available, a copy of the supplier's invoice. If payment is to be made on a contract on the basis of work performed, an engineer's certificate or progress report should be submitted showing that the payment has become due.

Evidence of shipment should be furnished to the Bank or IDA as soon as possible after the goods have been shipped, together with a copy of the final invoice of the

Banci iznose valute koji su stvarno isplaćeni, osim ako je Banka koristila drugu valutu da bi dobila valutu u kojoj isplaćuje. U slučaju MUR - u času kad se pregovara o razvojnom kreditu - zajmoprimci biraju valutu u kojoj se može izvršiti vraćanje. Iznos koji se vraća na dan vraćanja jednak je vrijednosti povučene valute ili valuta izraženih u vidu težine i finoće \$ US na snazi 1. siječnja 1960. Ako zbog nekog razloga Banka ili MUR nije odobrila zahtjev, zajmoprimcu se šalje dopis kojim ga se obavještava o neodobravanju i o razlozima za to.

#### 6. ZAHTJEV DA SE OMOGUĆI PLAĆANJE - POSTUPAK III

Zajmoprimac može podnijeti zahtjev takodjer prije plaćanja za robu ili usluge. U takvom se slučaju u zahtjevu traži da Banka ili MUR, ako oni na to pristanu, plate neposredno dobavljaču u zajmoprimčevu ime. Formalni zahtjev treba biti potkrijepljena primjerkom ugovora ili narudžbe po kojoj se treba platiti, i, ako postoji, primjerkom snabdjevačevog računa. Ako se plaćanje treba izvršiti po ugovoru na temelju izvršenog rada, treba podnijeti potvrdu inženjera ili izvještaj o napretku kojim se pokazuje da je plaćanje dospjelo.

Dokaz o prijevozu treba pružiti Banci ili MUR-u čim prije je moguće nakon što je roba prevezena, zajedno

supplier. Evidence of shipment should be in the form of:

- i) a copy of the bill of lading (not necessarily a signed copy) or
- ii) a statement of the supplier that the goods have been shipped. This statement should give details of the shipment or
- iii) forwarder's certificate.

#### 7. APPLICATION FOR AGREEMENT TO REIMBURSE - PROCEDURES V AND VI

In many transactions involving the purchase of goods to be financed out of a Bank loan or IDA credit, the Borrower may wish to open a letter of credit and in certain cases may find that the commercial bank in the supplier's country is unwilling to open or confirm the credit without some guarantee or security. The Bank and IDA have set up two forms of agreements to reimburse under which they may provide the commercial bank with the assurance it requires. It must be pointed out that the Bank or IDA is under no obligation to issue such agreements to reimburse commercial banks and before doing so would wish to consider all the circumstances of the case. These two procedures are identical in operation but in one case the Bank's or IDA's Agreement to Reimburse the commercial bank is irrevocable, and in the other case it is qualified. It will depend primarily on the relations between the Borrower or its bankers in its own country and the commercial bank in the supplier's country which of the two procedures the Borrower will find it necessary to use.

s primjerkom konačnog snabdjevačevog računa. Dokaz o prijevozu treba biti u obliku:

- i) primjerka teretnice (nije potreban potpisani primjerak) ili
- ii) izjave snabdjevača da je roba prevezena; ta izjava treba sadržavati potankosti o prijevozu, ili
- iii) potvrde špeditera.

#### 7. ZAHTJEV ZA DOBIVANJE PRISTANKA ZA ISPLATU - POSTUPCI V I VI

U mnogim poslovima koji uključuju kupovinu robe koja se financira iz Bančinog zajma ili MUR kredita, zajmoprimac može željeti da se otvori akreditiv i u nekim slučajevima može ustanoviti da trgovacka banka u snabdjevačevoj državi nije voljna otvoriti ili potvrditi kredit bez garancije ili osiguranja. Banka i MUR sastavili su dva oblika pristanka radi isplate po kojima mogu dati trgovackoj banci osiguranja koja traži. Treba napomenuti da Banka ili MUR nisu obvezane da izdaju takve pristanke radi isplate trgovackih banaka. One stoga žele, prije izdanja takvog pristanka, ispitati sve okolnosti slučaja. Ta dva postupka su identična u radnji, no u jednom je slučaju pristanak Banke ili MUR-a da isplate trgovacku banku neopoziv, a u drugom je ograničen. Od odnosa izmedju zajmoprimca ili njegovih bankara u njegovoj vlastitoj zemlji i trgovacke banke u snabdjevačevoj zemlji prvenstveno zavisi koji od ta dva postupka zajmoprimac smatra nužnim da se upotrijebi.

#### 7.1 IRREVOCABLE AGREEMENT TO REIMBURSE - PROCEDURE V

Under the procedure of "irrevocable agreement to reimburse", the Borrower will submit a formal application requesting the Bank or IDA to issue to the commercial bank in the supplier's country its irrevocable agreement to reimburse the commercial bank for payments made under a letter of credit. If the Bank or IDA in the exercise of its discretion agrees, pursuant to Section 5.03 of the General Conditions, to issue its agreement to reimburse the commercial bank it will notify the commercial bank and the Borrower of such agreement. An additional commitment charge is payable by the Borrower on all special commitments entered into by the Bank or IDA pursuant to Section 3.02 of the General Conditions. This additional Commitment charge, which for some time has been at the rate of one half of one per cent ( $1/2$  of  $1\%$ ) per annum, is payable on the principal amount of such special commitments outstanding from time to time. Special commitments entered into by the Bank or IDA under the provisions of Section 5.02 of the General Conditions, being irrevocable, are not affected by any subsequent suspension or cancellation of the Bank's loan or the IDA credit. It will be readily understood, therefore, that the Bank or IDA would be unwilling to enter into such commitments without first being satisfied that they were really necessary and that it would be prudent to do so.

A Borrower finding it necessary to use the above procedure should submit a formal application to the Bank or IDA supported by the following documents:

- i) a copy of the contract or purchase order in respect of which the payment is to be made

#### 7.1 NEOPOZIVI PRISTANAK NA ISPLATU - POSTUPAK V

Po postupku "neopozivog pristanka na isplatu" zajmoprimec podnosi formalni zahtjev kojim od Banke ili MUR-a traži da izda trgovackoj banci u snabdjevačevoj zemlji svoj neopozivi pristanak da isplati trgovacku banku za plaćanje učinjeno po akreditivu. Ako Banka ili MUR po nalogjenju pristane, u skladu s odjeljkom 5.03 Općih uvjeta, da izda svoj pristanak na isplatu trgovacke banke, o tome obavještava trgovacku banku i zajmoprimeca. Zajmoprimec plaća dodatnu proviziju zbog svih posebnih aranžmana u koje udje Banka ili MUR u skladu s odjeljkom 3.02 Općih uvjeta. Ta posebna provizija po godišnjoj stopi od jedne polovine od jedan posto ( $1/2$  od  $1\%$ ) plaća se na iznos glavnice takvog posebnog angažiranja koji je neplaćen. Neopozivo je posebno angažiranje Banke ili MUR-a, po odredbama odjeljka 5.02 Općih uvjeta, pa na njega ne utječe naknadna suspenzija ili poništenje Bankinog zajma ili MUR-ovog kredita. Zato je posve razumljivo da Banka i MUR nerado preuzimaju takve aranžmane ako se nisu prethodno uvjerili da su stvarno potrebni i da je razborito to učiniti.

Zajmoprimec podnosi formalni zahtjev Banci ili MUR-u kad smatra potrebnim da se koristi navedenim postupkom; taj<sup>se</sup> zahtjev potkrepljuje slijedećim dokumentima:

- i) primjerkom ugovora ili narudžbe za kupovinu na osnovi kojeg treba izvršiti plaćanje,

- ii) two copies of the letter of credit which the commercial bank proposes to issue.

The Bank or IDA, if it approves the application, sends one copy of the proposed credit to the commercial bank, together with an original and duplicate "Agreement to Reimburse" for the commercial bank's acceptance. One copy of this "Agreement to Reimburse" is sent to the Borrower.

Promptly after each payment under the letter of credit, the commercial bank notifies the Bank or IDA by sending a "Bank's Report of Payment and Request for Reimbursement" together with a copy of the supplier's invoice. A copy of the "Banks Report of Payment and Request for Reimbursement" is sent by the commercial bank to the Borrower. If the commercial bank's Report of Payment does not indicate that payment was made against documents evidencing shipment, the Borrower should furnish the Bank or IDA as soon as possible with such evidence in the form of:

- i) a copy of the bill of lading (not necessarily a signed copy) or
- ii) a statement of the supplier that the goods have been shipped. Such statement should give details of the shipment or
- iii) a forwarder's certificate.

In order to reduce the time between the date of payment by the commercial bank to the beneficiary of the letter of credit and the date of reimbursement of the commercial bank by the Bank or IDA, it may be desirable for the commercial bank to employ a cabled request for reimbursement. The Bank or IDA will accept a tested cable request

- ii) dva primjerka akreditiva koji trgovačka banka namjerava izdati.

Banka ili MUR, ako odobri zahtjev, šalje zajmoprimcu jedan primjerak predloženog kredita zajedno s izvornikom i duplikatom "pristanka na isplatu".

Odmah nakon svakog plaćanja po akreditivu, trgovacka banka obavljaštava Banku ili MUR šaljući "Bankin izvještaj o plaćanju i zahtjevu za isplatu" zajedno s primjerkom snabdjevačevog računa. Jedan primjerak "Bankinog izvještaja o plaćanju i zahtjevu za isplatu" trgovacka banka šalje zajmoprimcu. Ako izvještaj trgovacke banke o plaćanju ne navodi da je plaćanje učinjeno za dokumente koji dokazuju prijevoz, zajmoprimac treba dati Banci ili MUR-u, čim prije je moguće, takve dokaze u obliku:

- i) primjeraka teretnice (nije potreban potpisani primjerak), ili
- ii) izjave snabdjevača da je roba prevezena; ta izjava treba sadržavati potankosti o prijevozu, ili
- iii) špediterove potvrde.

Radi skraćivanja vremena izmedju dana plaćanja trgovacke banke korisniku akreditiva i dana isplate Banke ili MUR-a trgovackoj banci, poželjno je da trgovacka banka upotrijebi telegrafski zahtjev za isplatu. Banka ili MUR prihvataju ispitani telegrafski zahtjev podnesen u

submitted in the form provided by it if the commercial bank has previously agreed in writing, first, that a tested cable in the prescribed form constitutes a request for reimbursement of a payment made under the letter of credit mentioned in the cable and, second, payment has been made in accordance with the terms of the letter of credit.

The Bank or IDA makes payment to the commercial bank, at the same time notifying the Borrower of the disbursement made, giving details of the amount, currency and value date.

If an amendment of the letter of credit is requested, a) the commercial bank sends to the Borrower two copies of the proposed amendment with a request for the approval thereof by the Bank or IDA; b) the Borrower sends such request to the Bank or IDA with two copies of the proposed amendment and a "Borrower's Application for Approval of Amendment of Letter of Credit"; c) the Bank or IDA returns one copy of the proposed amendment to the commercial bank with its "Approval of Amendment of Letter of Credit" sending a copy of the approval to the Borrower.

#### 7.2 QUALIFIED AGREEMENT TO REIMBURSE - PROCEDURE VI

Under the procedure of "qualified agreement to reimburse", the Borrower may request the Bank or IDA to issue to a commercial bank in the supplier's country its agreement to reimburse the commercial bank for payments made under a letter of credit. This guarantee to reimburse the commercial bank for payments made under a letter of credit is a qualified guarantee and in the event of the loan or credit being either suspended or cancelled, the

obliku koji one odredjuju, ako je trgovačka banka prethodno pismeno pristala prvo, da ispitani telegram u propisanom obliku predstavlja zahtjev za isplatu radi plaćanja po akreditivu navedenom u telegramu, i drugo, da je plaćanje učinjeno u skladu s odredbama akreditiva.

Banka ili MUR plaćaju trgovačkoj banci i istovremeno obavještavaju zajmoprimca o učinjenoj isplati, dajući podatke o iznosu, valuti i datumu valute.

Ako se zahtijeva dopuna akreditiva, a) trgovačka banka šalje zajmoprimcu dva primjerka predloženih dopuna sa zahtjevom da ih odobri Banka ili MUR; b) zajmoprimac šalje takav zahtjev Banci ili MUR-u s dva primjerka za traženih dopuna i sa "zajmoprimčevim zahtjevom za odobrenje dopuna akreditiva"; c) Banka ili MUR vraća jedan primjerak predloženih dopuna trgovačkoj banci sa svojim "odobrenjem dopuna akreditiva", te šalje zajmoprimcu jedan primjerak odobrenja.

#### 7.2 OGRANIČENI PRISTANAK NA ISPLATU - POSTUPAK VI

Zajmoprimac po postupku "ograničenog pristanka na isplatu" može zahtijevati od Banke ili MUR-a da izda trgovačkoj banci u snabdjevačkoj zemlji pristanak na isplatu trgovačke banke za plaćanje učinjeno po akreditivu. Ta garancija za isplatu trgovačke banke za plaćanje na osnovi

obligation of the Bank or IDA to the commercial bank would cease. The Bank or IDA may, however, in its discretion, reimburse the commercial bank for any amounts expended by it after any such suspension or cancellation, and the amount so reimbursed would be deemed to be a withdrawal by the Borrower from the loan or credit account. No additional commitment charge is payable by a Borrower on amounts guaranteed by the Bank or IDA under this procedure.

akreditiva jest ograničena garancija, te u slučaju da je zajam ili kredit suspendiran ili poništen prestaju obveze Banke ili MUR-a prema trgovackoj banci. Medjutim, Banka ili MUR mogu po svom nahodjenju isplatiti trgovacku banku za svaki iznos koji je ona platila nakon takve suspenzije ili poništenja, a iznos tako isplaćen smatra se zajmoprimčevim povlačenjem sa zajamskog ili kreditnog računa. Zajmoprimac ne plaća nikakvu dodatnu proviziju na iznose koje Banka ili MUR garantiraju ovim postupkom.

Preveo: K.S.