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U K A Z

O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA O POSOJILU MED REPUBLIKO SLOVENIJO IN MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ (PROJEKT ZA OKOLJE – GEOGRAFSKI INFORMACIJSKI SISTEM) (MSPGIS)

Razglašam Zakon o ratifikaciji Sporazuma o posojilu med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj (Projekt za okolje – Geografski informacijski sistem) (MSPGIS), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 11. septembra 1996.

Št. 001-22-88/96

Ljubljana, dne 19. septembra 1996

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N

O RATIFIKACIJI SPORAZUMA O POSOJILU MED REPUBLIKO SLOVENIJO IN MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ (PROJEKT ZA OKOLJE – GEOGRAFSKI INFORMACIJSKI SISTEM) (MSPGIS)

1. člen

Ratificira se Sporazum o posojilu med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj (Projekt za okolje – Geografski informacijski sistem), podpisan v Washingtonu 18. junija 1996.

2. člen

Sporazum se v izvorniku v angleškem in v prevodu v slovenskem jeziku glasi:

LOAN NUMBER 4023 SLO

Loan Agreement

(Environment Project – Geographic Information System)

between

REPUBLIC OF SLOVENIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated June 18, 1996

ŠTEVILKA POSOJILA 4023 SLO

Sporazum o posojilu

(Projekt za okolje – Geografski informacijski sistem)

med

REPUBLIKO SLOVENIJO

in

MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ

z dne 18. junija 1996

LOAN NUMBER 4023 SLO

ŠTEVILKA POSOJILA 4023 SLO

LOAN AGREEMENT

AGREEMENT, dated June 18, 1996, between REPUBLIC OF SLOVENIA (the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

SPORAZUM O POSOJILU

SPORAZUM z dne 18. junija 1996 med Republiko Slovenijo (posojiljemalec) in MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ (banko).

WHEREAS the Borrower, having satisfied itself as to the feasibility and priority of the Project described in Schedule 2 to this Agreement, has requested the Bank to assist in the financing of the Project; and

WHEREAS the Bank has agreed, on the basis, inter alia, of the foregoing, to extend the Loan to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01 The "General Conditions Applicable to Loan and Guarantee Agreements for Single Currency Loans" the Bank, dated May 30, 1995, (the General Conditions) constitute an integral part of this Agreement.

Section 1.02 Unless the context otherwise requires, the several terms defined in the General Conditions have the respective meanings therein set forth and the following additional terms have the following meanings:

- (a) "MEPP" means the Ministry of Environment and Physical Planning of the Borrower;
- (b) "PIT" means the Project Implementation Team referred to in Section 3.02 of this Agreement;
- (c) "Deutsche Mark" and "DEM" each means the lawful currency of the Federal Republic of Germany; and
- (d) "Special Account" means the account referred to in Section 2.02 (b) of this Agreement.

ARTICLE II

The Loan

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Loan Agreement, an amount equal to four million six hundred thousand Deutsche Mark (DEM 4,600,000).

Section 2.02. (a) The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project described in Schedule 2 to this Agreement and to be financed out of the proceeds of the Loan.

(b) The Borrower may, for the purposes of the Project, open and maintain in Deutsche Mark a special deposit account in its Central Bank on terms and conditions satisfactory to the Bank. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 5 to this Agreement.

Section 2.03. The Closing Date shall be June 30, 2001 or such later date as the Bank shall establish. The Bank shall promptly notify the Borrower of such later date.

GLEDE NA TO, da je posojilojemalec dobil potrebna zagotovila o izvedljivosti in prioriteti projekta, opisanega v Prilogi 2 tega sporazuma, in je zaprosil banko za pomoč pri financiranju projekta, in

GLEDE NA TO, da se banka na podlagi med drugim tudi prej omenjenega strinja, da posojilojemalcu odobri posojilo po določenih in pogojih, navedenih v tem sporazumu,

STA SE pogodbenci dogovorili, kot sledi:

I. člen

Splošni pogoji; opredelitev pojmov

Odstavek 1.01 "Splošni pogoji, ki se uporabljajo za sporazume o posojilu v eni valuti in sporazume o garanciji za posojila v eni valuti," banke z dne 30. maja 1995 (Splošni pogoji) so neločljiv sestavni del tega sporazuma.

Odstavek 1.02 Če besedilo ne zahteva drugače, imajo razni izrazi, opredeljeni v Splošnih pogojih, tak pomen, kot je tam določen, spodaj navedeni dodatni izrazi pa pomenijo:

- (a) "MOP" pomeni Ministrstvo za okolje in prostor posojilojemalca;
- (b) "TIP" pomeni tim za izvajanje projekta, naveden v odstavku 3.02 tega sporazuma;
- (c) "nemška marka" in "DEM" pomenita zakonito valuto Zvezne republike Nemčije in
- (d) "posebni račun" pomeni račun, naveden v odstavku 2.02 (b) tega sporazuma.

II. člen

Posojilo

Odstavek 2.01 Banka se strinja, da posojilojemalcu posodi znesek štiri milijone šeststo tisoč nemških mark (4,600.000 DEM) po določenih in pogojih, ki so določeni v Sporazumu o posojilu ali pa se ta sporazum nanje sklicuje.

Odstavek 2.02 (a) Znesek posojila se lahko črpa z računa posojila v skladu z določbami Priloge 1 k temu sporazumu za izdatke, ki so nastali (ali ki bodo nastali, če se banka s tem strinja) v zvezi s primerno ceno blaga in storitev, potrebnih za projekt, opisan v Prilogi 2 tega sporazuma, in naj bi se financirali iz sredstev posojila.

(b) Posojilojemalec sme za namene projekta odpreti in vzdrževati poseben depozitni račun v nemških markah pri svoji centralni banki po določenih in pogojih, ki banki ustrezajo. Vplačila na ta posebni račun in izplačila s tega računa potekajo v skladu z določbami Priloge 5 tega sporazuma.

Odstavek 2.03 Zaključni datum je 30. junij 2001 ali kasnejši datum, ki ga določi banka. Banka takoj obvesti posojilojemalca o tem kasnejšem datumu.

Section 2.04. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Loan not withdrawn from time to time.

Section 2.05. (a) The Borrower shall pay interest on the principal amount of the Loan withdrawn and outstanding from time to time, at a rate for each Interest Period equal to LIBOR Base Rate plus LIBOR Total Spread.

(b) For the purposes of this Section:

(i) "Interest Period" means the initial period from and including the date of this Agreement to, but excluding, the first Interest Payment Date occurring thereafter, and after the initial period, each period from and including an Interest Payment Date to, but excluding the next following Interest Payment Date.

(ii) "Interest Payment Date" means any date specified in Section 2.06 of this Agreement.

(iii) "LIBOR Base Rate" means, for each Interest Period, the London interbank offered rate for six-month deposits in Deutsche Mark for value the first day of such Interest Period (or, in the case of the initial Interest Period, for value the Interest Payment Date occurring on or next preceding the first day of such Interest Period), as reasonably determined by the Bank and expressed as a percentage per annum.

(iv) "LIBOR Total Spread" means, for each Interest Period: (A) one half of one percent (1/2 of 1%); (B) minus (or plus) the weighted average margin, for such Interest Period, below (or above) the London interbank offered rates, or other reference rates, for sixmonth deposits, in respect of the Bank's outstanding borrowings or portions thereof allocated by the Bank to fund single currency loans or portions thereof made by it that include the Loan, as reasonably determined by the Bank and expressed as a percentage per annum.

(c) The Bank shall notify the Borrower of LIBOR Base Rate and LIBOR Total Spread for each Interest Period, promptly upon the determination thereof.

(d) Whenever, in light of changes in market practice affecting the determination of the interest rates referred to in this Section 2.05, the Bank determines that it is in the interest of its borrowers as a whole and of the Bank to apply a basis for determining the interest rates applicable to the Loan other than as provided in said Section, the Bank may modify the basis for determining the interest rates applicable to amounts of the Loan not yet withdrawn, upon not less than six (6) months' notice to the Borrower of the new basis. The basis shall become effective on the expiry of the notice period unless the Borrower notifies the Bank during said period of its objection thereto, in which case said modification shall not apply to the Loan.

Section 2.06. Interest and other charges shall be payable February 15 and August 15 in each year.

Section 2.07. The Borrower shall repay the principal amount of the Loan in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

Odstavek 2.04 Posojiljemalec banki plača stroške za nečrpani del posojila po stopnji tri četrtine odstotka (3/4 od 1%) letno za znesek glavnice vsakokrat nečrpanega posojila.

Odstavek 2.05 (a) Posojiljemalec plačuje obresti za znesek glavnice vsakokrat črpanega in neodplačanega posojila po stopnji, ki je za vsako obdobje enaka osnovni stopnji LIBOR, povečani za celotni pribitek na LIBOR.

(b) Za namene tega odstavka:

(i) "obrestno obdobje" pomeni začetno obdobje od vključno datuma tega sporazuma do prvega datuma plačila obresti, vendar ne vključno s tem dnevem; po tem začetnem obdobju pa vsako obdobje od vključno datuma plačila obresti do naslednjega datuma plačila obresti, vendar ne vključno s tem dnevem;

(ii) "datum plačila obresti" pomeni kateri koli datum, določen v odstavku 2.06 tega sporazuma;

(iii) "osnovna stopnja LIBOR" pomeni za vsako obrestno obdobje londonsko medbančno obrestno stopnjo za šestmesečne depozite v nemških markah za vrednost na prvi dan takega obrestnega obdobja (ali v primeru začetnega obrestnega obdobja za vrednost, ki velja na prvi dan obrestnega obdobja ali na dan tik pred njim), kot jo banka upravičeno določi in je izražena v odstotku letno;

(iv) "celotni pribitek na LIBOR" pomeni za vsako obrestno obdobje: (A) polovico odstotka (1/2 od 1%); (B) minus (ali plus) tehtano povprečno maržo za to obrestno obdobje, pod (ali nad) ponujeno londonsko medbančno obrestno stopnjo ali druge referenčne stopnje za šestmesečne depozite za neodplačana posojila banke ali njihove dele, ki jih je banka dodelila za financiranje posojil v eni valuti ali delov teh posojil, kar vključuje tudi to posojilo; določi ga banka v razumni višini in je izražen kot odstotek letno.

(c) Banka obvesti garanta in posojiljemalca o osnovni LIBOR stopnji in o celotnem pribitku na LIBOR za vsako obrestno obdobje, takoj ko ju določi.

(d) Kadar koli banka zaradi sprememb na trgu, ki vplivajo na določitev obrestnih stopenj, navedenih v odstavku 2.05, odloči, da je v interesu posojiljemalcev nasploh in v interesu banke uporabiti za določitev obrestnih stopenj za posojilo drugačno osnovo, kot je predvidena v omenjenem odstavku, lahko banka spremeni osnovo za določanje obrestnih stopenj, kar velja za še nečrpane zneske posojila, in sicer po najmanj (6) šestmesečnem vnaprejšnjem obvestilu posojiljemalcu o novi osnovi. Ta osnova začne veljati ob izteku tega obdobja, če posojiljemalec v tem roku ne obvesti banke o svojem ugovoru; v tem primeru se navedena sprememba za posojilo ne uporablja.

Odstavek 2.06 Obresti in drugi stroški se plačujejo 15. februarja in 15. avgusta vsako leto.

Odstavek 2.07 Posojiljemalec odplačuje glavnico posojila v skladu z amortizacijskim načrtom, določenim v Prilogi 3 tega sporazuma.

ARTICLE III

Execution of the Project

Section 3.01. The Borrower declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement, and, to this end, shall carry out the Project through the MEPP with due diligence and efficiency and in conformity with appropriate administrative, financial and environmental practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

Section 3.02. The Borrower shall establish and thereafter maintain the PIT, within the MEPP, with qualified and experienced staff satisfactory to the Bank, including a team leader and one professional, for purposes of administering the Project.

Section 3.03. Except as the Bank shall otherwise agree, procurement of the goods and consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be governed by the provisions of Schedule 4 to this Agreement.

Section 3.04. The Borrower shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators satisfactory to the Bank, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank, on or about March 31 of each calendar year, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(c) review with the Bank, by March 31, 1997, or such later date as the Bank shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of said report and the Bank's views on the matter.

Section 3.05. For the purposes of Section 9.07 of the General Conditions and without limitation thereto, the Borrower shall:

(a) prepare, on the basis of guidelines acceptable to the Bank, and furnish to the Bank not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Bank, a plan for the future operation of the Project; and

(b) afford the Bank a reasonable opportunity to exchange views with the Borrower on said plan.

III. člen

Izvedba projekta

Odstavek 3.01 Posojiljemalec izjavlja svojo zavezanost k ciljem projekta, kot so določeni v Prilogi 2 tega sporazuma in bo v ta namen izpeljal projekt preko MOP-a primerno skrbno in učinkovito ter skladno z ustrežno upravno, finančno in okoljsko prakso in bo takoj, ko bo potrebno, zagotovil denarna sredstva, zmogljivosti, storitve in druga sredstva, potrebna za projekt.

Odstavek 3.02 Posojiljemalec bo v okviru MOP-a ustanovil in vzdrževal TIP z usposobljenim in izkušenim za banko sprejemljivim osebjem, vključno z vodjem tima in enim strokovnjakom za upravljanje projekta.

Odstavek 3.03 Razen če bi se banka strinjala s čim drugim, se nabava blaga in storitve svetovalcev, ki so potrebne za projekt in naj bi se financirale iz sredstev posojila, urejajo po določbah iz Priloge 4 k temu sporazumu.

Odstavek 3.04 Posojiljemalec bo:

(a) vodil politike in postopke, ki mu bodo omogočali stalno spremljanje in ocenjevanje izvajanja projekta in doseganja njegovih ciljev v skladu s kazalci, ki bodo za banko sprejemljivi;

(b) na podlagi za banko sprejemljivih meril pripravil in ob 31. marcu vsako koledarsko leto predložil banki poročilo o doseženem napredku pri izvajanju projekta v času pred datumom poročila, v katerem bodo zbrani vsi rezultati spremljanja in ocenjevanja, opravljenega v skladu s točko (a) tega odstavka, in določeni priporočeni ukrepi za zagotavljanje uspešnega izvajanja projekta in doseganja njegovih ciljev v obdobju po tem datumu;

(c) do 31. marca 1997 ali kasneje do datuma, ki ga zahteva banka, pregledal poročilo iz točke (b) tega odstavka skupaj z banko in nato ukrenil vse potrebno za zagotovitev uspešnega dokončanja projekta ter za doseganje njegovih ciljev na podlagi sklepov in priporočil omenjenega poročila in stališča banke do te zadeve.

Odstavek 3.05 Za namene odstavka 9.07 Splošnih pogojev, vendar ne omejeno le na to, bo posojiljemalec:

(a) na podlagi smernic, sprejemljivih za banko, pripravil in ji dostavil načrt za nadaljevanje projekta najkasneje šest (6) mesecev po zaključnem datumu ali na kasnejši dan, ki bo v ta namen dogovorjen med banko in posojiljemalcem, in

(b) zagotovil banki primerno možnost za izmenjavo stališč do tega načrta s posojiljemalcem.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Borrower shall maintain or cause to be maintained records and accounts adequate to reflect in accordance with sound accounting practices the operations, resources and expenditures in respect of the Project of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof.

(b) The Borrower shall:

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

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

(iii) furnish to the Bank such other information concerning said records and accounts and the audit thereof as the Bank shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Loan Account were made on the basis of statements of expenditure, the Borrower shall:

(i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and accounts reflecting such expenditures;

(ii) retain, until at least one year after the Bank has received the audit report for the fiscal year in which the last withdrawal from the Loan Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

(iii) enable the Bank's representatives to examine such records; and

(iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

ARTICLE V

Effectiveness; Termination

Section 5.01. For purposes of Section 12.03 of the General Conditions, the following event is specified as a condition to the effectiveness of the Loan Agreement, namely, that the Borrower shall have appointed the staff for the PIT referred to in Section 3.02 of this Agreement.

Section 5.02. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

IV. člen

Finančni dogovori

Odstavek 4.01 (a) Posojiljemalec bo vodil ali zagotovil vodenje ustreznih evidenc in računov, iz katerih bodo v skladu z dobro računovodsko prakso razvidni poslovanje, viri in izdatki za projekt v oddelkih in agencijah posojiljemalca, odgovornih za izvajanje projekta ali njegovih delov.

(b) Posojiljemalec zagotavlja, da bo:

(i) dal evidence in račune iz točke (a) tega odstavka, vključno s tistimi za posebni račun, za vsako fiskalno leto pregledati neodvisnim in za banko sprejemljivim revizorjem v skladu z dosledno uporabljenimi revizijskimi načeli;

(ii) predložil banki poročilo omenjenih revizorjev o opravljeni reviziji, kakor hitro mu bo na voljo, vendar ne kasneje kot šest mesecev po koncu fiskalnega leta, in sicer v takem obsegu in tako podrobno, kot ga bo banka upravičeno zahtevala, in

(iii) predložil banki take druge informacije v zvezi s temi evidencami in računi ter njihovo revizijo, kot jih bo banka občasno razumno zahtevala.

(c) Za vse izdatke v zvezi s črpanji z računa posojila, ki so bila opravljena na podlagi poročil o izdatkih, posojiljemalec:

(i) v skladu s točko (a) tega odstavka vodi ali zagotovi vodenje evidenc in računov, iz katerih so taki izdatki razvidni;

(ii) hrani vso dokumentacijo (pogodbe, naročila, fakture, račune, potrdila in dokumente), ki dokazujejo te izdatke, najmanj še eno leto potem, ko je banka prejela revizijsko poročilo za fiskalno leto, v katerem je bilo opravljeno zadnje črpanje z računa posojila;

(iii) omogoči predstavnikom banke pregled te dokumentacije in

(iv) zagotovi, da so take evidence in računi vključeni v letno revizijo, omenjeno v točki (b) tega odstavka, in da revizijsko poročilo vsebuje ločeno mnenje omenjenih revizorjev o tem, ali so med fiskalnim letom predložena poročila o izdatkih skupaj s postopki in notranjo kontrolo za pripravo teh poročil lahko zanesljiv dokaz za črpanja, ki se nanje nanašajo.

V. člen

Veljavnost; prenehanje

Odstavek 5.01 Za namene odstavka 12.03 Splošnih pogojev je kot pogoj za veljavnost Sporazuma o posojilu določeno, da posojiljemalec imenuje osebe za TIP, omenjeno v odstavku 3.02 tega sporazuma.

Odstavek 5.02 Datum devetdeset (90) dni po datumu tega sporazuma je s tem določen za namene odstavka 12.04 Splošnih pogojev.

ARTICLE VI

Representative of the Borrower; Addresses

Section 6.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:
Ministry of Finance
Zupanciceva 3
Ljubljana
Republic of Slovenia

Telex:
86231284

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

Cable address: Telex:
INTBAFRAD 197688 (TRT),
Washington, D.C. 248423 (RCA),
64145 (WUI) or
82987 (FTCC)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF SLOVENIA
By
Ernest Petrič, (s)
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
By
Jean-Michel Severino, (s)
Acting Regional Vice President
Europe and Central Asia

VI. člen

Predstavnik posojilojemalca; naslovi

Odstavek 6.01 Minister za finance posojilojemalca je imenovan za predstavnika posojilojemalca za namene odstavka 11.03 Splošnih pogojev.

Odstavek 6.02. Spodaj navedeni naslovi so določeni za namene odstavka 11.01 Splošnih pogojev:

Za posojilojemalca:
Ministrstvo za finance
Župančičeva 3
Ljubljana
Republika Slovenija

Teleks:
86231284

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

Brzozjavni naslov: Teleks:
INTBAFRAD 197688(TRT),
Washington, D.C. 248423(RCA),
64145 (WUI) ali
82987 (FTCC)

V POTRDITEV TEGA sta pogodbenici preko svojih pravilno pooblaščenih predstavnikov podpisali sporazum v svojem imenu v District of Columbia, Združene države Amerike, na dan in leto, ki sta navedena na začetku.

REPUBLIKA SLOVENIJA
podpis:
Ernest Petrič l. r.
Pooblaščen predstavnik

MEDNARODNA BANKA ZA
OBNOVO IN RAZVOJ
podpis:
Jean-Michel Severino l. r.
Območni podpredsednik za
Evropo in Srednjo Azijo
zanj

SCHEDULE 1

PRILOGA 1

Withdrawal of the Proceeds of the Loan

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

Category	Amount of the Loan Allocated (Expressed in DEM Equivalent)	% of Expenditures to be Financed
(1) Goods	620,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 85% of local expenditures for other items procured locally
(2) Consultants' services and training	3,980,000	100%
TOTAL	4,600,000	

2. For the purposes of this Schedule:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Borrower for goods or services supplied from the territory of any country other than that of the Borrower; and

(b) the term "local expenditures" means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower.

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

4. The Bank may require withdrawals from the Loan Account to be made on the basis of statements of expenditure for expenditures for goods and services under contracts costing less than the equivalent of DEM 200,000 each, under such terms and conditions as the Banks shall specify by notice to the Borrower.

Črpanje sredstev posojila

1. Spodnja tabela prikazuje kategorije postavk, ki se financirajo iz sredstev posojila, razporeditev zneskov posojila za vsako kategorijo in odstotek izdatkov za postavke, ki se financirajo v vsaki kategoriji:

Kategorija	Razporejeni znesek posojila (izražen v protivrednosti DEM)	% financiranja izdatkov
(1) blago	620.000	100% tujih izdatkov, 100% lokalnih izdatkov (stroški ex tovarna) in 85% lokalnih izdatkov za drugo blago, ki se nabavlja lokalno
(2) svetovalne storitve in usposabljanje	3,980,000	100%
SKUPAJ	4,600.000	

2. Za namene te priloge:

(a) izraz "tuji izdatki" pomeni izdatke v valuti katere koli države razen države posojilojemalca za blago ali storitve, dobavljene z ozemlja katere koli države, ki ni država posojilojemalca, in

(b) izraz "lokalni izdatki" pomeni izdatke v valuti posojilojemalca za blago ali storitve, dobavljene z ozemlja posojilojemalca.

3. Ne glede na določbe prvega odstavka pa ne sme biti nobenih črpanj v zvezi s plačili za izdatke pred datumom tega sporazuma.

4. Banka lahko zahteva, da se črpanja z računa posojila opravijo na podlagi poročil o izdatkih za izdatke za blago ali storitve, ki po pogodbah stanejo manj kot 200.000 DEM v protivrednosti, in to po določenih in pogojih, ki jih banka navede v obvestilu posojilojemalcu.

SCHEDULE 2

PRILOGA 2

Description of the Project

The objective of the Project is to collect, organize and manage information for improved development and land-use planning.

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

Part A: Geographic Information System (GIS)

Establishment of a central Geographic Information System in Ljubljana to be administered by the Geographic Information Center (GIC) of the Borrower and expanding and upgrading the existing GIS of the Borrower.

Part B: Market Development Group

Establishment of a market development group by the GIC of the Borrower to provide training in the use of the GIS and assistance to the personnel of regional administrations, agencies and departments of the Borrower and industrial, commercial and service users.

Part C: Quality Control

Establishment of formal international standards and a quality assurance group within the MEPP to ensure that the GIS operates in accordance with said international standards.

Part D: Local Training Center

Establishment of a local training center in cooperation with local universities with an experienced international geomatics organization, with the authority to grant internationally-recognized certifications in the GIS.

* * *

The Project is expected to be completed by December 31, 2000.

Opis projekta

Cilj projekta je zbiranje, organiziranje in upravljanje informacij za boljši razvoj in načrtovanje rabe prostora.

Projekt je sestavljen iz spodaj navedenih delov, ki se lahko občasno spremenijo po dogovoru med posojilojemalcem in banko, da se dosežejo ti cilji projekta:

Del A: Geografski informacijski sistem (GIS):

Vzpostavitev osrednjega geografskega informacijskega sistema v Ljubljani, ki ga bo upravljal Geoinformacijski center (GIC) posojilojemalca, ter razširitev in izpopolnitev obstoječega GIS-a posojilojemalca.

Del B: Skupina za razvoj trga:

Ustanovitev skupine za razvoj trga v okviru GIC-a posojilojemalca, ki naj zagotavlja usposabljanje za uporabo GIS-a in pomoč osebju v območnih upravah, agencijah in oddelkih posojilojemalca ter uporabnikom v industriji, trgovini in storitvenih dejavnostih.

Del C: Kontrola kakovosti:

Vzpostavljanje formalnih mednarodnih standardov in ustanovitev skupine za zagotavljanje kakovosti v okviru MOP-a, da se zagotovi delovanje GIS-a v skladu z omenjenimi mednarodnimi standardi.

Del D: Lokalni center za usposabljanje:

Ustanovitev lokalnega centra za usposabljanje v sodelovanju z domačimi univerzami in izkušeno mednarodno organizacijo za geometriko, ki bo pooblaščen za izdajanje mednarodno priznanih potrdil s področja GIS-a.

* * *

Predvidoma bo projekt končan do 31. decembra 2000.

SCHEDULE 3

PRILOGA 3

Amortization Schedule**Amortizacijski načrt**

Date Payment Due	Payment of Principal (expressed in Deutsche Mark)*
On each February 15 and August 15 beginning February 15, 2002 through August 15, 2011	230,000

Datum zapadlosti plačila	Plačilo glavnice (izraženo v nemških markah)*
vsakega 15. februarja in 15. avgusta z začetkom 15. februarja 2002 do 15. avgusta 2011	230.000

* The figures in this column represent the amount in Deutsche Mark to be repaid, except as provided in Section 4.04 (d) of the General Conditions.

* Številke v tem stolpcu pomenijo znesek za odplačilo v nemških markah, razen kot je določeno v odstavku 4.04 (d) Splošnih pogojev.

SCHEDULE 4

PRILOGA 4

Procurement and Consultants' Services*Section I. Procurement of Goods**Part A: General*

Goods shall be procured in accordance with the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in January 1995 (the Guidelines) and the following provisions of this Section, as applicable.

*Part B: Procurement Procedures**1. International Shopping*

Goods estimated to cost up to DEM 250,000 equivalent per contract, up to an aggregate amount not to exceed DEM 400,000 equivalent, may be procured under contracts awarded on the basis of international shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

2. Direct Contracting

Goods which must be purchased from the original supplier to be compatible with existing equipment and costing up to DEM 400,000 equivalent in the aggregate, may, with the Bank's prior agreement, be procured in accordance with the provisions of paragraph 3.7 of the Guidelines.

*Part C: Review by the Bank of Procurement Decisions**1. Procurement Planning*

Prior to the issuance of any invitations to bid for contracts, the proposed procurement plan for the Project shall be furnished to the Bank for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Guidelines. Procurement of all goods shall be undertaken in accordance with such procurement plan as shall have been approved by the Bank, and with the provisions of said paragraph 1.

2. Prior Review

With respect to each contract for goods estimated to cost the equivalent of DEM 200,000 or more procured in accordance with the procedures set forth in Part B.1 of this section and all contracts procured in accordance with the procedures set forth in Part B.2 of this Section, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Guidelines shall apply.

Section II. Employment of Consultants

1. Consultants' services shall be procured under contracts awarded in accordance with the provisions of the

Nabave in svetovalne storitve*I. poglavje: Nabava blaga**Del A: Splošno*

Blago mora biti nabavljeno v skladu s I. poglavjem "Navodil za nabave iz posojil IBRD in kreditov IDA", ki jih je banka objavila januarja 1995 (Navodila), in kadar je to primerno, v skladu z določbami tega poglavja, navedenimi v nadaljevanju.

*Del B: Postopki nabave**1. Mednarodni nakupi*

Blago, ki po oceni stane do protivrednosti 250.000 DEM po posamezni pogodbi do skupnega zneska, ki ne presega protivrednosti 400.000 DEM, se lahko nabavi po pogodbah, sklenjenih na podlagi postopkov za mednarodne nakupe v skladu z določbami odstavkov 3.5 in 3.6 Navodil.

2. Neposredno sklepanje pogodb

Blago, ki ga je treba kupiti od prvotnega dobavitelja, da je združljivo z že obstoječo opremo in v celoti stane do protivrednosti 400.000 DEM, se po predhodnem soglasju banke lahko nabavi v skladu z določbami odstavka 3.7 Navodil.

*Del C: Bančni pregled odločitev o nabavah**1. Načrtovanje nabav*

Pred izdajo vsakega razpisa za zbiranje ponudb je treba banki predložiti načrt nabav za projekt v pregled in odobritev v skladu z določbami prvega odstavka Dodatka 1 k Navodilom. Nabava vsega blaga mora potekati v skladu s takim načrtom nabav, ki ga bo odobrila banka, in v skladu z določbami omenjenega prvega odstavka.

2. Predhodni pregled

Za vsako pogodbo za blago, ki po oceni stane 200.000 DEM v protivrednosti ali več in je nabavljeno v skladu s postopki, navedenimi v delu B.1 tega poglavja, in za vse po pogodbah kupljeno blago v skladu s postopki, navedenimi v delu B.2 tega poglavja, se uporabljajo postopki, določeni v drugem in tretjem odstavku Dodatka 1 k Navodilom.

3. Naknadni pregled

Za vsako pogodbo, ki se ne ureja po drugem odstavku tega dela, se uporabljajo postopki, navedeni v četrtem odstavku Dodatka 1 k Navodilom.

II. poglavje: Najemanje svetovalcev

1. Svetovalne storitve se zagotavljajo po pogodbah, sklenjenih v skladu z določbami "Navodil za najemanje sve-

“Guidelines for the Use of Consultants by World Bank Borrowers and by The World Bank as Executing Agency” published by the Bank in August 1981 (the Consultant Guidelines). For complex, time-based assignments, such contracts shall be based on the standard form of contract for consultants’ services issued by the Bank, with such modifications thereto as shall have been agreed by the Bank. Where no relevant standard contract documents have been issued by the Bank, other standard forms acceptable to the Bank shall be used.

2. Notwithstanding the provisions of paragraph 1 of this Section, the provisions of the Consultant Guidelines requiring prior Bank review or approval of budgets, short lists, selection procedures, letters of invitation, proposals, evaluation reports and contracts, shall not apply to: (a) contract for the employment of consulting firms estimated to cost less than \$100,000 equivalent each, or (b) contracts for the employment of individual consultants estimated to cost less than \$50,000 equivalent each. However, said exceptions to prior Bank review shall not apply to: (a) the terms of reference for such contracts; (b) single-source selection of consulting firms; (c) assignments of a critical nature, as reasonably determined by the Bank; (d) amendments to contracts for the employment of consulting firms raising the contract value to \$100,000 equivalent or above; or (e) amendments to contracts for the employment of individual consultants raising the contract value to \$50,000 equivalent or above.

tovalcev s strani posojiljemalcev Svetovne banke in Svetovne banke kot izvršilne agencije”, ki jih je banka objavila avgusta 1991 (Navodila za svetovalce). Za zahtevnejše, časovno opredeljene naloge morajo pogodbe temeljiti na standardni obliki pogodbe za svetovalne storitve, ki jo je izdala banka, in vse spremembe morajo biti dogovorjene z banko. Če banka ni izdala standardnega obrazca pogodbe, se uporabljajo druge standardne oblike, ki so za banko sprejemljive.

2. Ne glede na določbe prvega odstavka tega poglavja se določbe Navodil za svetovalce, ki narekujejo, da banka predhodno pregleda ali odobri sredstva, ožji izbor, postopke izbiranja, vabila k sodelovanju, predloge, ocenjevalna poročila in pogodbe, ne uporabljajo za (a) pogodbe za najemanje svetovalnih firm, katerih posamezna vrednost je po oceni manjša od 100.000 USD v protivrednosti, ali (b) pogodbe za najemanje posameznih svetovalcev, ki po ocenjeni vrednosti ne dosegajo 50.000 USD v protivrednosti vsaka. Vendar se navedene izjeme iz predhodnega bančnega pregleda ne nanašajo na (a) vsebino nalog v takih pogodbah, (b) izbiro svetovalnih firm iz enega samega vira, (c) pomembnejše naloge, ki jih banka upravičeno določi, (d) dodatke k pogodbam za najemanje svetovalnih firm, s katerimi se vrednost pogodbe poveča na 100.000 USD v protivrednosti ali več, ali (e) dodatke k pogodbam za najemanje posameznih svetovalcev, s katerimi se pogodbena vrednost poveča na 50.000 USD v protivrednosti ali več.

SCHEDULE 5

Special Account

1. For the purposes of this Schedule:

(a) the term “eligible Categories” means Categories (1) and (2) set forth in the table in paragraph 1 of Schedule 1 to this Agreement set forth in said table in respect of the Project;

(b) the term “eligible expenditures” means expenditures in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term “Authorized Allocation” means an amount equal to DEM 450,000 to be withdrawn from the Loan Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule, provided, however, that unless the Bank shall otherwise agree, the Authorized Allocation shall be limited to an amount equal to DEM 300,000 until the aggregate amount of withdrawals from the Loan Account plus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions shall be equal to or exceed the equivalent of DEM 1,000,000.

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

PRILOGA 5

Posebni račun

1. Za namene te priloge:

(a) izraz “upravičene kategorije” pomeni kategorije (1) in (2), določene v tabeli prvega odstavka Priloge 1 tega sporazuma, ki so v navedeni tabeli določene v zvezi s projektom;

(b) izraz “upravičeni izdatki” pomeni izdatke za razumno ceno blaga in storitev, ki so potrebni za projekt in se financirajo iz sredstev posojila, razporejanih na upravičene kategorije v skladu z določbami Priloge 1 tega sporazuma, in

(c) izraz “odobrena sredstva” pomeni znesek v višini 450.000 DEM, ki se črpa z računa posojila in vloži na posebni račun skladno z odstavkom 3(a) te priloge, vendar pod pogojem, da so odobrena sredstva, razen če ni z banko dogovorjeno drugače, omejena na znesek v višini 300.000 DEM, dokler skupni znesek črpanj z računa posojila in znesek vseh neporavnanih posebnih obveznosti, ki jih je banka prevzela po odstavku 5.02 Splošnih pogojev, skupaj pomenita vsoto, ki je enaka ali večja od 1.000.000 DEM.

2. Izplačila s posebnega računa so lahko izvršena izključno le za upravičene izdatke v skladu z določbami te priloge.

3. After the Bank has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Bank a request or requests for deposit into the Special Account of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit into the Special Account such amount or amounts as the Borrower shall have requested.

(b) (i) For replenishment of the Special Account, the Borrower shall furnish to the Bank requests for deposits into the Special Account at such intervals as the Bank shall specify.

(ii) Prior to or at the time of each such request, the Borrower shall furnish to the Bank the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit into the Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for eligible expenditures. All such deposits shall be withdrawn by the Bank from the Loan Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Borrower out of the Special Account, the Borrower shall, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Bank shall not be required to make further deposits into the Special Account:

(a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Borrower directly from the Loan Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Borrower shall have failed to furnish to the Bank, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Bank pursuant to said Section in respect of the audit of the records and accounts for the Special Account;

(c) if, at any time, the Bank shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the Loan allocated to the eligible Categories, minus the total amount

3. Ko je banka prejela zadovoljive dokaze o predpisnem odprtju posebnega računa, potekajo črpanja odobrenih sredstev in nadaljnja črpanja, s katerimi se polni posebni račun, kot sledi:

(a) Za črpanja odobrenih sredstev predloži posojiljemalec banki zahtevek ali zahtevke, da se na posebni račun položijo znesek ali zneski, ki ne presegajo skupnega zneska odobrenih sredstev. Na podlagi takega zahtevka ali zahtevkov banka v imenu posojiljemalca črpa z računa posojila tak znesek ali zneske, kot jih je posojiljemalec zahteval, in ga oziroma jih položi na posebni račun.

(b) (i) Za ponovno napolnitev posebnega računa posojiljemalec predloži banki zahtevke za pologe na posebni račun v takih časovnih razmikih, kot jih določi banka.

(ii) Posojiljemalec pred ali ob vsakem takem zahtevku predloži banki dokumente in druga v skladu s četrtem odstavkom te priloge zahtevana dokazila za plačilo ali plačila, zaradi katerih je zahtevano ponovno polnjenje posebnega računa. Na podlagi vsakega takega zahtevka banka za račun posojiljemalca črpa z računa posojila tak znesek, kot ga je zahteval posojiljemalec in je bilo zanj iz navedenih dokumentov ali drugih dokazil razvidno, da je bil izplačan s posebnega računa za upravičene izdatke, ter ga položi na posebni račun. Banka vse take pologe črpa z računa posojila po upravičenih kategorijah in v zneskih, kot so utemeljeni v omenjenih dokumentih in drugih dokazilih.

4. Posojiljemalec mora za vsako plačilo s posebnega računa banki v roku, kot ga banka razumno zahteva, predložiti take dokumente in druga dokazila, iz katerih je razvidno, da je bilo plačilo izvršeno izključno samo za upravičene izdatke.

5. Ne glede na določbe tretjega odstavka te priloge od banke ni mogoče zahtevati nadaljnjih pologov na posebni račun:

(a) če se je banka kadar koli odločila, da mora vsa nadaljnja črpanja opraviti posojiljemalec neposredno z računa posojila v skladu z določbami V. člena Splošnih pogojev in točke (a) odstavka 2.02 tega sporazuma;

(b) če posojiljemalec ni predložil banki v roku, določenem v odstavku 4.01 (b) (ii) tega sporazuma, kakega revizijskega poročila, ki ga je banki treba predložiti na podlagi omenjenega odstavka v zvezi z revizijo evidenc in računov za posebni račun;

(c) če je banka kadar koli obvestila posojiljemalca o svoji nameri, da delno ali v celoti začasno ukine pravico posojiljemalca, da črpa sredstva z računa posojila na podlagi določb odstavka 6.02 Splošnih pogojev, ali

(d) ko je celotni nečrpani znesek posojila, razporejenega na upravičene kategorije, zmanjšan za skupni znesek vseh

of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

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

6. (a) If the Bank shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Bank, the Borrower shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or (B) deposit into the Special Account (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

(c) The Borrower may, upon notice to the Bank, refund to the Bank all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Bank made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the Loan Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

neporavnanih posebnih obveznosti, ki jih je banka prevzela na podlagi odstavka 5.02 Splošnih pogojev za ta projekt, enak vrednosti dvakratnega zneska odobrenih sredstev.

Nato se preostali nečrpani znesek posojila, razporejen na upravičene kategorije, črpa z računa posojila po postopku, kot ga določi banka v svojem obvestilu posojilojemalcu. Taka nadaljnja črpanja so možna samo potem in v obsegu v katerem je banka prejela ustrezna dokazila, da bodo vsi ti zneski, ki ostanejo deponirani na posebnem računu od dneva omenjenega obvestila dalje, uporabljeni le za plačila upravičenih izdatkov.

6. (a) Če bo banka kadar koli ugotovila, da je bilo kako plačilo s posebnega računa: (i) izvršeno za izdatke ali v znesku, ki ni upravičen po drugem odstavku te priloge, ali (ii) ni bilo utemeljeno z dokazili, predloženimi banki, potem mora posojilojemalec takoj po obvestilu banke: (A) zagotoviti taka dodatna dokazila, kot jih banka lahko zahteva; ali (B) položiti na posebni račun (ali vrniti banki, če banka tako zahteva) znesek, ki je enak znesku takega plačila ali njegovega delu, ki ni bil upravičeno porabljen ali utemeljen. Če z banko ni drugače dogovorjeno, ne bo nobenih nadaljnjih pologov banke na posebni račun, dokler ne bo posojilojemalec zagotovil ustreznih dokazil oziroma zneska ne bo položil na račun oziroma ga vrnil.

(b) Če bo banka kadar koli ugotovila, da kak neporabljen znesek na posebnem računu ne bo zahtevan za pokrivanje nadaljnjih plačil za upravičene izdatke, mora posojilojemalec takoj po prejemu obvestila banke povrniti banki tak neporabljeni znesek.

(c) Posojilojemalec lahko po obvestilu banki vrne banki ves denar ali del denarja na posebnem računu.

(d) Sredstva, vrnjena banki na podlagi odstavkov 6 (a), (b) in (c) te priloge, se knjižijo v dobro računa posojila za kasnejše črpanje ali pa bodo odpovedana v skladu z ustreznimi določbami tega sporazuma in Splošnih pogojev.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za finance Republike Slovenije.

4. člen

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

Št. 440-03/96-65/1

Ljubljana, dne 11. septembra 1996

Predsednik
Državnega zbora
Republike Slovenije
Jožef Školč l. r.

51.

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 SPORAZUMA O GARANCIJI MED REPUBLIKO SLOVENIJO
IN MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ (PROJEKT ZA OKOLJE – PROGRAM ZA
ZMANJŠEVANJE ONESNAŽEVANJA ZRAKA) (MSGZOZ)

Razlašam Zakon o ratifikaciji Sporazuma o garanciji med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj (Projekt za okolje – Program za zmanjševanje onesnaževanja zraka) (MSGZOZ), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 11. septembra 1996.

Št. 001-22-89/96

Ljubljana, dne 19. septembra 1996

Predsednik
 Republike Slovenije
Milan Kučan l. r.

Z A K O N
O RATIFIKACIJI SPORAZUMA O GARANCIJI MED REPUBLIKO SLOVENIJO IN MEDNARODNO BANKO
ZA OBNOVO IN RAZVOJ (PROJEKT ZA OKOLJE – PROGRAM ZA ZMANJŠEVANJE ONESNAŽEVANJA
ZRAKA) (MSGZOZ)

1. člen

Ratificira se Sporazum o garanciji med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj (Projekt za okolje – Program za zmanjševanje onesnaževanja zraka), podpisan v Washingtonu 18. junija 1996.

2. člen

Sporazum se v izvorniku v angleškem in v prevodu v slovenskem jeziku glasi:

LOAN NUMBER 4022 SLO

ŠTEVILKA POSOJILA 4022 SLO

Guarantee Agreement

(Environment Project – Air Pollution Abatement Program)

Sporazum o garanciji

(Projekt za okolje – Program za zmanjševanje onesnaževanja zraka)

between

REPUBLIC OF SLOVENIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
 AND DEVELOPMENT

med

REPUBLIKO SLOVENIJO

in

MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ

Dated June 18, 1996

z dne 18. junija 1996

LOAN NUMBER 4022 SLO

ŠTEVILKA POSOJILA 4022 SLO

G U A R A N T E E A G R E E M E N T

S P O R A Z U M
O G A R A N C I J I

AGREEMENT, dated June 18 1996, between REPUBLIC OF SLOVENIA (the Guarantor) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

SPORAZUM z dne 18. junija 1996 med REPUBLIKO SLOVENIJO (garantom) in MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ (banko)

WHEREAS (A) the Guarantor and the Environmental Fund of Slovenia (the Borrower), having been satisfied as to

GLEDE NA TO, (A) da sta garant in Ekološko razvojni sklad Republike Slovenije (posojiljemalec) dobila potrebna

the feasibility and priority of the Project described in Schedule 2 to the Loan Agreement, have requested the Bank to assist in the financing of the Project; and

(B) by the Loan Agreement of even date herewith between the Bank and the Borrower, the Bank has agreed to extend to the Borrower a loan in an amount equal to thirty million Deutsche Mark (DEM 30,000,000), on the terms and conditions set forth in the Loan Agreement, but only on condition that the Guarantor agrees to guarantee the obligations of the Borrower in respect of such loan as provided in this Agreement; and

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

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Loan and Guarantee Agreements for Single Currency Loans" of the Bank, dated May 30, 1995 (the General Conditions) constitute an integral part of this Agreement.

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth.

ARTICLE II

Guarantee

Section 2.01. The Guarantor declares its commitment to the objectives of the Project as set forth in Schedule 2 to the Loan Agreement, and, to this end, without limitation or restriction upon any of its other obligations under the Guarantee Agreement, the Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and interest and other charges on, the Loan, and the premium, if any, on the prepayment of the Loan, all as set forth in the Loan Agreement.

ARTICLE III

Representative of the Guarantor; Addresses

Section 3.01. The Minister of Finance of the Guarantor is designated as representative of the Guarantor for the purposes of Section 11.03 of the General Conditions.

Section 3.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Guarantor:
Ministry of Finance
Zupanciceva 3
Ljubljana
Republic of Slovenia

Telex:
86231284

zagotovila o izvedljivosti in prioriteti projekta, opisanega v Prilogi 2 Sporazuma o posojilu, in zaprosila banko za pomoč pri financiranju projekta, in

(B) da se je s Sporazumom o posojilu med banko in posojilojemalcem z istim datumom, kot ga ima ta sporazum, banka strinjala, da posojilojemalcu odobri posojilo v znesku trideset milijonov nemških mark (30,000.000 DEM) po določenih in pogojih, navedenih v Sporazumu o posojilu, vendar le pod pogojem, da se garant zaveže, da garantira za obveznosti posojilojemalca v zvezi s tem posojilom, kot je določeno s tem sporazumom, in

GLEDE NA TO, da se garant ob upoštevanju dejstva, da je banka sklenila Sporazum o posojilu s posojilojemalcem, strinja, da garantira za te obveznosti posojilojemalca,

STA SE pogodbenici dogovorili, kot sledi:

I. člen

Splošni pogoji; opredelitev pojmov

Odstavek 1.01 "Splošni pogoji, ki se uporabljajo za sporazume o posojilu v eni valuti in sporazume o garanciji za posojila v eni valuti," banke z dne 30. maja 1995 (Splošni pogoji) so neločljiv sestavni del tega sporazuma.

Odstavek 1.02 Če smisel besedila ne narekuje drugače, imajo razni izrazi, opredeljeni v Splošnih pogojih in v uvodu k temu sporazumu, tak pomen, kot je tam določen.

II. člen

Garancija

Odstavek 2.01 Garant izjavlja svojo zavezanost ciljem projekta, določenim v Prilogi 2 Sporazuma o posojilu, in v ta namen garant brez omejitev glede katere koli obveznosti po Sporazumu o garanciji s tem brezpogojno garantira kot prvi zavezanec in ne samo kot porok za pravilna in točna plačila glavnice ter obresti in drugih stroškov posojila in morebitne premije za predčasno odplačilo posojila, vse tako, kot je določeno v Sporazumu o posojilu.

III. člen

Predstavnik garanta; naslovi

Odstavek 3.01 Minister za finance garanta je imenovan za predstavnika garanta za namene odstavka 11.03 Splošnih pogojev.

Odstavek 3.02 Spodaj navedeni naslovi so določeni za namene odstavka 11.01 Splošnih pogojev.

Za garanta:
Ministrstvo za finance
Zupančičeva 3
Ljubljana
Republika Slovenija

Teleks:
86231284

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

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

Cable address:
INTBAFRAD
Washington, D. C.

Telex:
197688 (TRT),
248423 (RCA),
64145 (WUI) or
82987 (FTCC)

Brzojavni naslov:
INTBAFRAD
Washington, D.C.

Teleks:
197688(TRT),
248423(RCA),
64145(WUI) ali
82987(FTCC)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

V POTRDITEV TEGA sta pogodbenici preko svojih pravilno pooblaščenih predstavnikov podpisali ta sporazum v svojem imenu v District of Columbia, Združene države Amerike, na dan in leto, ki sta navedena na začetku.

REPUBLIC OF SLOVENIA
By
Ernest Petrič, (s)
Authorized Representative

REPUBLIKA SLOVENIJA
podpis:
Ernest Petrič l. r.
Pooblaščen predstavnik

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
By
Jean-Michel Severino, (s)
Acting Regional Vice President
Europe and Central Asia

MEDNARODNA BANKA ZA
OBNOVO IN RAZVOJ
podpis:
Jean-Michel Severino l. r.
Območni podpredsednik za
Evropo in Srednjo Azijo
zanj

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za finance Republike Slovenije.

4. člen

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

Št. 440-03/96-64/1

Ljubljana, dne 11. septembra 1996.

Predsednik
Državnega zbora
Republike Slovenije
Jožef Školč l. r.

VSEBINA

Stran

50. Zakon o ratifikaciji Sporazuma o posojilu med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj (Projekt za okolje – Geografski informacijski sistem) (MSPGIS)	269
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Pravkar izšlo!

prof. dr. JANEZ ŠINKOVEC

EVROPSKO PRAVO

Prvi korak Republike Slovenije pri vstopu v Evropsko unijo je založba ČZ Uradni list RS pospremila z izdajo nove knjige z naslovom Evropsko pravo. Namenjena je vsem, ki bi se radi v zgoščeni obliki seznanili z evropskimi inštitucijami, njihovimi pristojnostmi in načinom delovanja.

Poleg osebne izkaznice Evropskega parlamenta, sveta, komisije, sodišča in drugih inštitucij je avtor v knjigi obširneje predstavil skupno pravo Evropske unije, posebej pa tudi ureditev na posameznih področjih, na primer: davčne predpise, promet blaga, možnosti za ustanavljanje podjetij, finančne inštitucije, delovnopravne predpise, prometno ureditev, zunanjetrgovinsko, agrarno, regionalno in kulturno politiko, izobraževanje, varstvo okolja in varstvo potrošnikov.

Cena 3780 SIT

(10369)

Naročila sprejema **ČZ URADNI LIST REPUBLIKE SLOVENIJE**, 1000 LJUBLJANA, SLOVENSKA 9, p.p. 379/VII. Pošljete jih lahko po telefaksu 125 14 18.

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Informacije dobite na tel. 061/125 02 94.