

◎小規模水力発電機敷設計画のための贈与に関する日本国政府とブータン
王国政府との間の交換公文

(略称) ブータンとの小規模水力発電機敷設計画のための贈与取極

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|----|----|----|-----|----------|
| 平成 | 三年 | 一月 | 十一日 | ニュー・デリーで |
| 平成 | 三年 | 一月 | 十一日 | 効力発生 |
| 平成 | 三年 | 五月 | 九日 | 告示 |

(外務省告示第二七八号)

概要

- 1 援助の目的及び内容 小規模水力発電機敷設計画を実施するために必要な
(a) 小規模水力発電所及び関連施設の建設に必要な生産物及び役務の供与
(b) 機材及びその据付けに必要な役務の供与
(c) 前記(a)及び(b)の生産物の輸送に必要な役務の供与
- 2 贈与の限度額 五億六千七百万円
- 3 贈与の使用期限 平成四年一月十日まで
- 4 署名者
日本側 小林俊二在ブータン大使
ブータン側 カルマ・レト駐日(在インド)ブータン大使

(Japanese Note)

New Delhi, January 11, 1991

Excellency

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Royal Government of Bhutan concerning Japanese economic cooperation to be extended with a view to strengthening friendly and cooperative relations between the two countries, and to propose on behalf of the Government of Japan the following arrangements:

1. For the purpose of contributing to the execution of the project for the construction of the Micro Hydro Power Facilities Stage II (hereinafter referred to as "the Project") by the Royal Government of Bhutan, the Government of Japan will extend to the Royal Government of Bhutan, in accordance with the relevant laws and regulations of Japan, a grant up to five hundred sixty seven million yen (¥567,000,000) (hereinafter referred to as "the Grant").

2. The Grant will be made available during the period between the date of coming into force of the present arrangements and January 10, 1992, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.

3. (1) The Grant will be used by the Royal Government of Bhutan properly and exclusively for the purchase of the products of Japan or Bhutan and the services of Japanese or Bhutanese nationals listed below: (The term nationals whenever used in the present

arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons in the case of Japanese nationals, and Bhutanese physical or juridical persons in the case of Bhutanese nationals.)

(a) products and services necessary for the construction of Micro Hydro Power stations and related facilities (hereinafter jointly referred to as "the Facilities");

(b) equipment and materials necessary for the facilities and services necessary for the installation of the equipment; and

(c) services necessary for the transportation of the products referred to in (a) and (b) above to the Kingdom of Bhutan and those for internal transportation therein.

(2) Notwithstanding the provisions of sub-paragraph (1) above, when the two Governments deem it necessary, the Grant may be used for the purchase of the products of the kind mentioned in (a) and (b) of sub-paragraph (1) above, which are products of countries other than Japan or Bhutan and the services of the kind mentioned in (a), (b) and (c) of sub-paragraph (1) above, which are services of nationals of countries other than Japan or Bhutan.

4. The Royal Government of Bhutan or its designated authority will enter into contracts in Japanese yen with Japanese nationals for the purchase of the products and services referred to in paragraph 3. Such contracts shall be verified by the Government of Japan

to be eligible for the Grant.

5. (1) The Government of Japan will execute the Grant by making payments in Japanese yen to cover the obligations incurred by the Royal Government of Bhutan or its designated authority under the contracts verified in accordance with the provisions of paragraph 4 (hereinafter referred to as "the Verified Contracts") to an account to be opened in the name of the Royal Government of Bhutan in an authorized foreign exchange bank of Japan designated by the Royal Government of Bhutan or its designated authority (hereinafter referred to as "the Bank").

(2) The payments referred to in sub-paragraph (1) above will be made when payment requests are presented by the Bank to the Government of Japan under an authorization to pay issued by the Royal Government of Bhutan or its designated authority.

(3) The sole purpose of the account referred to in sub-paragraph (1) above is to receive the payments in Japanese yen by the Government of Japan and to pay to the Japanese nationals who are parties to the Verified Contracts. The procedural details concerning the credit to and debit from the account will be agreed upon through consultation between the Bank and the Royal Government of Bhutan or its designated authority.

6. (1) The Royal Government of Bhutan will take necessary measures:

- (a) to secure a lot of land necessary for the construction of the Facilities and to clear the site;
- (b) to provide facilities for distribution of electricity, water supply and drainage and other incidental facilities outside the

site;

(c) to ensure prompt unloading and customs clearance in the Kingdom of Bhutan and internal transportation therein of the products purchased under the Grant;

(d) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the Kingdom of Bhutan with respect to the supply of the products and services under the Verified Contracts;

(e) to accord Japanese nationals whose services may be required in connection with the supply of the products and services under the Verified Contracts such facilities as may be necessary for their entry into the Kingdom of Bhutan and stay therein for the performance of their work;

(f) to ensure that the Facilities constructed and the products purchased under the Grant be maintained and used properly and effectively for the execution of the Project; and

(g) to bear all the expenses, other than those covered by the Grant, necessary for the execution of the Project.

(2) With regard to the shipping and marine insurance of products purchased under the Grant, the Royal Government of Bhutan will refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(3) The products purchased under the Grant shall not be re-exported from the Kingdom of Bhutan.

7. The two Governments will consult with each other in respect of any matter that may arise

from or in connection with the present arrangements.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Royal Government of Bhutan the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

(Signed) Shunji Kobayashi
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Bhutan

His Excellency
Dasho Karma Letho
Ambassador Extraordinary
and Plenipotentiary
of the Kingdom of Bhutan to Japan

(Bhutanese Note)

New Delhi, January 11, 1991

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"(Japanese Note)"

I have further the honour to confirm on behalf of the Royal Government of Bhutan the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

(Signed) Karma Letho
Ambassador Extraordinary
and Plenipotentiary
of the Kingdom of Bhutan
to Japan

His Excellency
Mr. Shunji Kobayashi
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Bhutan