◎円借款の供与に関する日本国政府とミャンマー連邦共和国政府との間の交換公文

(略称) ミャンマーとの円借款取極

平	平
	平成二十六年 -
九月 五日	九月 五日
効力発生	ネーピードーで

書簡と付表との関係・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	11 書 館
	10 協議
の実施の進捗状況についての情報及び資料等の提供・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	9 計画
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	日本側書簡
次	目
(外務省告示第三一五号	
平成二十六年 九月二十五日 告示	
平成二十六年 九月 五日 効力発生	
平成二十六年 九月 五日 ネーピードーで	

ミャンマーとの円借款取極

六八五

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(訳文)

到達した次の了解を確認する光栄を有します。 に供与される日本国の借款に関して日本国政府の代表者とミャンマー連邦共和国政府の代表者との間で最近 書簡をもって啓上いたします。本使は、ミャンマー連邦共和国の経済の安定及び開発努力を促進するため

(円借款の供与に関する日本国政府とミャンマー連邦共和国政府との間の交換公文)

(日本側書簡)

的として、各事業計画につきこの書簡の付表2欄に定める配分に応じ、独立行政法人国際協力機構(以下 款」という。)が、この書簡の付表1欄に掲げる事業計画(以下「計画」という。)を実施することを目 とになる 「JICA」という。)により、日本国の関係法令に従って、ミャンマー連邦共和国政府に供与されるこ 六百三十一億六千六百万円(六三、一六六、○○○、○○○円)の額までの円貨による借款(以下「借

2 (1) 律される 及び5欄にそれぞれ掲げる利子率、償還期間及び支出期間を含むことになる前記の借款契約によって規 る。借款の条件及び使用に関する手続は、この了解の範囲内で、なかんずくこの書簡の付表3欄、 借款は、ミャンマー連邦共和国政府とJICAとの間で締結される借款契約に基づいて使用に供され 4欄

(2) に締結される。 (1)に規定する借款契約は、JICAが計画の実行可能性(環境に対する配慮を含む。)を確認した後

(Japanese Note)

Nay Pyi Taw, September 5, 2014

Excellency,

Republic of the Union of Myanmar concerning a Japanese loan to be extended with a view to promoting the economic understanding recently reached between the representatives of the Government of Japan and of the Government of the stabilization and development efforts of the Republic of the Union of Myanmar: I have the honour to confirm the following

- (¥63,166,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to the Government of the Republic of the Union of Myanmar by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the projects enumerated in Column 1 of the Annex attached hereto (hereinafter referred to as "the Projects") according to the allocation for each project as specified in Column 2 of the Annex attached hereto. A loan in Japanese yen up to the amount of sixty-three billion one hundred and sixty-six million yen
- 2. (1) The Loan will be made available by loan agreements to be concluded between the Government of the Republic of the Union of Myanmar and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreements, within the scope of the present understanding, which will contain, inter alia, the rate of interest, the repayment period and the disbursement period enumerated respectively in Columns 3, 4 and 5 of the Annex attached hereto.
- (2) The loan agreements mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied with the feasibility of the Projects, including environmental consideration

- 3 (1) 払で、 国で生産される生産物又はそれらの国から供給される役務について行われる。 いて行われるものを対象として使用に供される。ただし、当該購入は、調達適格国において、それらの 借款は、ミャンマーの実施機関が調達適格国の供給者、請負業者又はコンサルタントに対して行う支 計画の実施に必要な生産物又は役務の購入のために両者の間で締結されることのある契約に基づ
- (1)に規定する調達適格国の範囲は、 両政府の関係当局間で合意される。
- 借款の一部は、 計画の実施のための適格な現地通貨の需要に充てるために使用することができる。
- かんずく定める。)に従って調達されることを確保する。 (国際競争入札の手続が適用できないか又は適当でない場合を除くほか従うべき国際競争入札の手続をな ミャンマー連邦共和国政府は、 3(1)に規定する生産物又は役務がJICAの調達のためのガイドライン
- える。 会社及び海上保険会社の間の公正かつ自由な競争を妨げることのあるいかなる制限を課することも差し控 ミャンマー連邦共和国政府は、 借款に基づいて購入される生産物の海上輸送及び海上保険に関し、 海運
- 6 えられる る日本国民は、 3(1)に規定する生産物又は役務の供給に関連してミャンマー連邦共和国においてその役務が必要とされ 作業の遂行のためミャンマー連邦共和国への入国及び同国における滞在に必要な便宜を与
- 7 (1) ミャンマー連邦共和国政府は、次のものを免除する。

- (3) The respective disbursement periods enumerated in Column 5 of the Annex attached hereto may be extended with The respective disbursement periods enumerated in
- 3. (1) The Loan will be made available to cover payments to be made by the Myanmar executing agencies to suppliers, contractors and/or consultants of eligible source countries for purchases of products and/or services required for the implementation of the Projects, provided that such purchases are made in such eligible source countries for under such contracts as may be entered into between them Governments. the consent of the authorities concerned of the two
- in sub-paragraph authorities conce (2) The scope of eligible source countries mentioned cagraph (1) above shall be agreed upon between the sconcerned of the two Governments.

countries.

products produced in and/or services supplied from those

- Projects. (3) A part of the Loar local currency requirements part of the Loan may be ncy requirements for the used to cover eligible implementation 0 f the
- shall ensure that the products and/or services mentioned in sub-paragraph (1) of paragraph 3 are procured in accordance with the guidelines for procurement of JICA, which set forth, inter alla, the procedures of international competitive bidding to be followed except where such procedures are inapplicable or inappropriate. The Government of the Republic of the Union of Myanmar
- 5. With regard to the shipping and marine insurance of the products purchased under the Loan, the Government of the Republic of the Union of Myanmar shall refrain from imposing any restrictions that may hinder fair and free companies. competition among the shipping and marine insurance
- supply of the products and/or services mentioned performance Republic of the Union of Myanmar and stay therein for the paragraph (1) of paragraph 3 shall be accorded such 6. Japanese nationals whose services may be required in the Republic of the Union of Myanmar in connection with the facilities as may be necessary for their entry into the of their work. in sub-
- Myanmar shall exempt: The Government of the Republic of the Union of.

- 和国において課される全ての財政課徴金及び租税 の JICAについて、借款及びそれから生ずる利子に対して又はそれらに関連してミャンマー連邦共
- 政課徴金及び租税。免除の際には、ミャンマー連邦共和国の関係法令に従うものとする。 いまを はいる生産物又は役務の供給から生ずる所得に関してミャンマー連邦共和国において課される全ての財化 供給者、請負業者又はコンサルタントとして活動する日本国の会社について、借款に基づいて行わ
- び関連の財政課徴金。免除の際には、ミャンマー連邦共和国の関係法令に従うものとする。自己の資材及び設備の輸入及び再輸出に関してミャンマー連邦共和国において課される全ての関税及() 供給者、請負業者又はコンサルタントとして活動する日本国の会社について、計画の実施に必要な
- ミャンマー連邦共和国の関係法令に従うものとする。 資材及び設備の輸入に関してミャンマー連邦共和国において課される全ての関税。免除の際には、資材及び設備の輸入に関してミャンマー連邦共和国において課される全ての関税。免除の際には要な 供給者、請負業者又はコンサルタントとして活動する日本国の会社について、計画の実施に必要な
- (e) 計画の実施に従事する日本国民である被用者について、計画の実施のため供給者、請負業者又はコのとする。
- 業税を負担する。

 ② ミャンマー連邦共和国政府は、供給者、請負業者又はコンサルタントとして活動する日本国の会社に
- 8 ミャンマー連邦共和国政府は、次のことのために必要な措置をとる。
- (a) 借款が適正にかつ専ら計画のために使用されることを確保すること。

- (a) JICA from all fiscal levies and taxes imposed in the Republic of the Union of Myanmar on and/or in connection with the Loan as well as interest accruing therefrom;
- (b) Japanese companies operating as suppliers, contractors and/or consultants from all fiscal levies and taxes imposed in the Republic of the Union of Myanmar with respect to the income accruing from the supply of products and/or services to be provided under the Loan, in accordance with the relevant laws and regulations of the Republic of the Union of Myanmar;
- (c) Japanese companies operating as suppliers, contractors and/or consultants from all duties and related fiscal charges imposed in the Republic of the Union of Myanmar with respect to the import and reexport of their own materials and equipment needed for the implementation of the Projects, in accordance with the relevant laws and regulations of the Republic of the Union of Myanmar;
- (d) Japanese companies operating as suppliers, contractors and/or consultants from all customs duties imposed in the Republic of the Union of Myanmar with respect to the import of materials and equipment needed for the import and the Projects, in accordance with the relevant laws and regulations of the Republic of the Union of Myanmar, and
- (e) Japanese employees engaged in the implementation of the Projects from all fiscal levies and taxes imposed in the Republic of the Union of Myanmar on their personal income derived from Japanese companies operating as suppliers, contractors and/or consultants for the implementation of the Projects, in accordance with the relevant laws and regulations of the Republic of the Union of Myanmar.
- (2) The Government of the Republic of the Union of Myanmar shall bear all commercial taxes imposed in the Republic of the Union of Myanmar on Japanese companies operating as suppliers, contractors and/or consultants with respect to the products and/or services necessary for the implementation of the Projects.
- (a) ensure that the Loan be used properly and exclusively for the Projects;

(b)

邦共和国の一般公衆の安全を確保し、及び維持すること

借款に基づく施設の建設及び当該施設の使用に当たり、計画の実施に従事する者及びミャンマー連

係表書 と の 関付

議

(b)

計画に関連するその他の情報

供料報い状施計 等及て況の画 のびのに進の 提資情つ捗実 協

9

- 借款に基づいて建設される施設がこの了解に定める目的のために適正にかつ効果的に維持され、
- び使用されることを確保すること 及
- ミャンマー連邦共和国政府は、要請に応じ、日本国政府及びJICAに対し、次のものを提供する。
- (a) 計画の実施の進捗状況についての情報及び資料
- 10 る。 両政府は、 この了解から又はそれに関連して生ずることのあるいかなる事項についても相互に協議す
- 11 この書簡の付表は、 この書簡の不可分の一部を成す。

を有します。 両政府間の合意を構成し、 本使は、更に、この書簡及び前記の了解をミャンマー連邦共和国政府に代わって確認される閣下の返簡が 、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光栄

本使は、以上を申し進めるに際し、ここに閣下に向かって敬意を表します。

二千十四年九月五日にネーピードーで

ミャンマー連邦共和国駐在

日本国特命全権大使 樋口建史

ミャンマー連邦共和国 財務副大臣 リン・アウン閣下

> (b) ensure and maintain the safety of persons engaged in the implementation of the Projects and of the general public of the Republic of the Union of Myanmar in constructing the facilities under the Loan and in using such facilities; and

Loan be maintained and used properly and effectively understanding. for the purpose prescribed in the present 0 ensure that the facilities constructed under the

9. The Government of the Republic of the Union of Myanmar shall, upon request, furnish the Government of Japan and JICA with:

information and data concerning the progress of implementation of the Projects; and

(a) the

(d

any other information related to the Projects.

with respect to any matter that may arise from or in connection 10. the present understanding. The two Governments shall consult with each other with

11. The Annex attached hereto shall form of the present Note. $\,$ an integral part

foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply. I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Republic of the Union of Myanmar the

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

(Signed) Ambassador Extraordinary and Plenipotentiary of Japan to the Republic of the Union of Myanmar Tateshi Higuchi

His Excellency

Dr. Lin Aung Deputy Minister for Finance The Republic of the Union of Myanmar

付表

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Annex

1

Total	
amount:	
63,166	
million	
Yer	

			日新	月間	
	-				
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Irrigation Development Project in Western Bago Region	Infrastructure Development Project in Thilawa area Phase II	Greater Yangon Water Supply Improvement Project	Yangon-Mandalay Railway Improvement Project Phase I(1)	Project	Column 1
14,870 million Yen	4,613 million Yen	23,683 million Yen	20,000 million Yen	Maximum amount	Column 2
0.01%	0.01%	0.01%	0.01%	Rate of interest	Column 3
thirty (30) years after the grace period of ten (10) years	thirty (30) years after the grace period of ten (10) years	thirty (30) years after the grace period of ten (10) years	thirty (30) years after the grace period of ten (10) years	Repayment period	Column 4
nine (9) years	nine (9) years	ten (10) years	seven (7) years	Disbursement period (after the effective date of the loan agreement)	Column 5
	Irrigation Development 14,870 thirty (30) Project in Western Bago million 0.01% years after the grace period of ten (10) years	Infrastructure Development Project in Thilawa area Parale II went area Parale II went area Parale II Project in Bago Parale II Project in Western Bago Parale II Project II	Greater Yangon Water Supply Improvement Project Supply Improvement Project Supply Improvement Project Supply Improvement Project Infrastructure Development Project in Thiawa area From Supply Improvement Project in Thiawa area Supply Improvement Supply Improvement Project in Supply Improvement Infrastructure Development Supply Improvement Project Infrastructure Development Project Infrastructure Development Project Infrastructure Development Project Infrastructure Development Project Infrast	1. Yangon-Mandalay Railway 20,000 value of the Improvement Project willion 23,683 value pariod of ten (10) years after the first yangon Water Yangon Water 23,683 value of ten (10) years after the supply improvement Project million value of ten (10) years after the project in Thilawa area willion 20,01% years after the project in Thilawa area willion 20,01% years after the project in Thilawa area willion 20,01% years after the project in Thilawa area willion 20,01% years after the project in Thilawa area willion 20,01% years after the project in Western Bagon million 20,01% years after the project in Western Bagon Million 20,01% years after the project will be project with the project will be project with the project will be project with the project will be	Project Maximum amount Rate of Repayment period 1. Yangon-Mandalay Railway 20,000 value for a filter (30) 1. Yangon-Mandalay Railway million 20,000 value for (30) the project (10) Froject 23,683 value for (40) years after the supply improvement project million 23,683 vears after the project in Thilawa area for the project in Thilawa area for the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 14,870 value for (40) years after the project in Western Bago 15,000 value for (40) years after the project in Western Bago 15,000 value for (40) years after the project in Western Bago 15,000 value for (40) years after the project in Western Bago 15,000 value for (40) years after the project in Western Bago 15,000 value for (40) years after the project in Western Bago 15,000 value for (40) years after the project in Western Bago 15,000 value for (40) years after the project in Western Bago 15,000 value for (40) years after the project in Western Bag

3 ティラワ地区インフラ開発計画(フェー ヤンゴン都市圏上水整備計画 (フェーズ1) (第一期) | 一日億円 | ヤンゴン・マンダレー鉄道整備計画 | 二百億円 バゴー地域西部灌漑開発計画 事 業 計 画 名 -| 四十六億 七千万円 八千三百万円 供与限度額 0.0 0.0 0.0 (パーセント) 科 子 率 十年の据置期間 十年の据置期間 一十年の据置期間 十年の据置期間 償還期間 七年 九年 九年 十年

4

総

額

六百三十一億六千六百万円

六九一

六九二

(ミャンマー側書簡)

(訳文)

書簡をもって啓上いたします。本官は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有します。

(日本側書簡)

る光栄を有します。 る光栄を有します。

二千十四年九月五日にネーピードーで本官は、以上を申し進めるに際し、ここに閣下に向かって敬意を表します。

ミャンマー連邦共和国

財務副大臣 リン・アウン

ミャンマー連邦共和国駐在

日本国特命全権大使 樋口建史閣下

(Myanmar Note)

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Nay Pyi Taw, September 5, 2014

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 Government of the Republic of the Union of Myanmar the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of $m\gamma$ highest consideration.

(Signed) Lin Aung
(Deputy Minister for Finance
The Republic of the Union
of Myanmar

Mr. Tateshi Higuchi Mr. Tateshi Higuchi Ambassador Extraordinary and Plenipotentiary of Japan to the Republic of the Union of Myanmar

までの円借款を供与することについての両政府の了解を確認するものである。 この取極は、独立行政法人国際協力機構がミャンマー政府に対し、六百三十一億六千六百万円(参考)