

Loan Agreement No. PH-P62

LOAN AGREEMENT

FOR

Nationwide Flood Control Dredging Project  
(Telemetering Portion)

Between

THE OVERSEAS ECONOMIC COOPERATION FUND, JAPAN

And

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

Dated July , 1983

Table of Contents

Article I Loan

1. Amount and Purpose of Loan
2. Use of Proceeds of Loan

Article II Repayment and Interest

1. Repayment of Principal
2. Interest and Method of Payment thereof

Article III Particular Covenants

1. General Terms and Conditions
2. Procurement Procedure
3. Disbursement Procedure
4. Administration of Loan
5. Exemption from Import Restriction
6. Notices and Requests

Schedule 1. Description of Project

Schedule 2. Allocation of Proceeds of Loan

Schedule 3. Amortization Schedule

Schedule 4. General Terms and Conditions

Schedule 5. Procurement Procedure

Schedule 6. Commitment Procedure (III)

Schedule 7. Reimbursement Procedure

Schedule 8. Transfer Procedure

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2. Use of Proceeds of Loan - -

(1) The Borrower shall use the proceeds of the Loan for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants, (hereinafter collectively referred to as the "Suppliers") of the eligible source countries in accordance with the allocation described in Schedule 2 attached hereto.

(2) The final disbursement under the Loan Agreement shall be made not later than , 1988 and no further disbursement shall be made by the Fund thereafter, unless otherwise agreed upon between the Fund and the Borrower.

Article II

Repayment and Interest

1. Repayment of Principal

The Borrower shall repay the principal of the Loan to the Fund in accordance with the Amortization Schedule set forth in Schedule 3 attached hereto.

2. Interest and Method of Payment thereof

(1) The Borrower shall pay interest to the Fund semi-annually at the rate of three percent (3%) per annum on the principal disbursed and outstanding.

[missing-----Editors]

(2) The Borrower shall pay to the Fund on July 20 of each year the interest that has accrued up to July 19 from January 20 of that year and on January 20 of each year the interest that has accrued up to January 19 of that year from July 20 of the preceding year, provided that, prior to the date of the final disbursement of the proceeds of the loan, the Borrower shall pay to the Fund on August 20 of each year the interest that has accrued up to July 19 from January 20 of that year, and on February 20 of each year the interest that has accrued up to January 19 of that year from July 20 of the preceding year.

#### Article III

##### Particular Covenants

#### 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in General Terms and Conditions attached hereto as Schedule 4 with the following supplemental stipulation (hereinafter referred to as "the General Terms and Conditions"):

Article VI of the General Terms and Conditions shall be disregarded, and, consequently, all references to "the Guarantee" or "the Guarantor", wherever mentioned in the General Terms and Conditions, shall be likewise disregarded.

#### 2. Procurement Procedure

The guidelines for procurement mentioned in Section 3.01. of the General Terms and Conditions shall be as stipulated in Procurement Procedure attached hereto as Schedule 5.

#### 3. Disbursement Procedure

The disbursement procedure mentioned in Section 4.01. of the General Terms and Conditions shall be as follows:

(1) Commitment Procedure (III) attached hereto as Schedule 6 shall apply in cases of disbursements to Suppliers of the eligible source countries other than the Republic of the Philippines.

(2) Reimbursement Procedure attached hereto as Schedule 7 and/or Transfer Procedure attached hereto as Schedule 8 shall apply in cases of disbursements to Philippine Suppliers.

#### 4. Administration of Loan

(1) The Borrower shall authorize Ministry of Public Works and Highways (hereinafter referred to as "the Executing Agency") to implement the Project.

(2) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

(3) The Borrower shall furnish the Fund with progress reports for the Project semi-annually in January and July of each year until the Project is completed.

(4) Promptly but in any event not later than six (6) months after completion of the Project, the Borrower shall furnish the Fund with a project completion report in such form and in such detail as the Fund may reasonably request.

5. Exemption from Import Restriction

As to the importation of the goods required for the implementation of the project under the Loan, the goods to be procured out of the proceeds of the Loan shall be exempted from any import restriction by the Borrower in accordance with paragraph . of Record of Discussions dated , 1983 between the Government of Japan and the Borrower.

6. Notices and Requests

The following addresses are specified for the purpose of Section 0.03, of the General Terms and Conditions:

For the Fund

Postal address:

THE OVERSEAS ECONOMIC COOPERATION FUND  
Takebashi Godo Building, 4-1, Ohtemachi 1-chome  
Chiyoda-ku, Tokyo 100, Japan

Attention: Director, Loan Department I

Cable address: COOPERATIONFUND

Telex: Call Nos. J28430, J28790

Answer Back Code: COOPFUND

For the Borrower

Postal address:

The Government of the Republic of the Philippines  
National Economic and Development Authority  
P.O. Box 1116, Manila, Philippines

Attention: Director General

Cable address: NEDAPHIL

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.



IN WITNESS WHEREOF, the Fund and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at the office of THE OVERSEAS ECONOMIC COOPERATION FUND, Chiyoda-ku, Tokyo, Japan, as of the day and year first above written.

For

THE OVERSEAS ECONOMIC COOPERATION FUND

Takashi Hosomi  
President

For

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

Carlos J. Valdes  
Ambassador Extraordinary and Plenipotentiary of the Republic of the Philippines to Japan

Schedule 1

Description of Project

I The Project consists of the following parts:

- (1) Location: Pasig-Marikina-Laguna Lake Complex
- (2) Executing Agency: Ministry of Public Works and Highways
- (3) Scope of the work:
  - (i) Construction and installation of hydrological observation and telemetering system
  - (ii) Consulting services for detailed design, construction supervision and technical training

The proceeds of the Loan are available for the foreign currency portion of items (i) and (ii). The foreign currency portion shall be determined by the Fund.

Any balance remaining on the aforementioned items and all other items are to be financed by the Borrower.

II Estimated annual fund requirements by currency are as shown below.

Calendar Year	Foreign Currency (in million Japanese Yen)	Local Currency (in thousand Philippine Pesos)
1983	60	422
1984	256	2,819
1985	780	8,260
1986	44	230
Total	1,140	11,731

Disbursement of the proceeds of the Loan shall be made within the limit of the Government's budgetary appropriations for the Fund.

III The Project is expected to be completed by the end of 1986.

Schedule 2

Allocation of Proceeds of Loan

I Category	Estimated Amount (in million Japanese Yen)
(A) Civil Works	74
(B) Telemetering Works	699
(C) Consulting Services	291
(D) Contingencies	76
	<u>Total 1,140</u>

II. Reallocation upon change in cost estimates

1. If the estimated cost of items included in any of Categories (A) through (C) shall decrease, the amount then allocated to, and no longer required for, such Category will be reallocated by the Fund to Category (D).
2. If the estimated cost of items included in any of Categories(A) through (C) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by the Fund, at the request of the Borrower, to such Category from Category (D), subject, however, to the requirements for contingencies, as determined by the Fund, in respect of the cost of items in the other Categories.

Schedule 3

Amortization Schedule

No. of Instalment	Due Date	Amount (in Japanese Yen)
1.	July 20, 1993	27,804,000.
2.	January 20, 1994	27,804,000.
3.	July 20, 1994	27,804,000.
4.	January 20, 1995	27,804,000.
5.	July 20, 1995	27,804,000.
6.	January 20, 1996	27,804,000.
7.	July 20, 1996	27,804,000.
8.	January 20, 1997	27,804,000.
9.	July 20, 1997	27,804,000.
10.	January 20, 1998	27,804,000.
11.	July 20, 1998	27,804,000.
12.	January 20, 1999	27,804,000.
13.	July 20, 1999	27,804,000.
14.	January 20, 2000	27,804,000.
15.	July 20, 2000	27,804,000.
16.	January 20, 2001	27,804,000.
17.	July 20, 2001	27,804,000.
18.	January 20, 2002	27,804,000.
19.	July 20, 2002	27,804,000.
20.	January 20, 2003	27,804,000.
21.	July 20, 2003	27,804,000.
22.	January 20, 2004	27,804,000.
23.	July 20, 2004	27,804,000.
24.	January 20, 2005	27,804,000.
25.	July 20, 2005	27,804,000.
26.	January 20, 2006	27,804,000.
27.	July 20, 2006	27,804,000.
28.	January 20, 2007	27,804,000.
29.	July 20, 2007	27,804,000.
30.	January 20, 2008	27,804,000.

Schedule 4

No. of Instalment	Due Date	Amount (in Japanese Yen)
31.	July 20, 2008	27,804,000.
32.	January 20, 2009	27,804,000.
33.	July 20, 2009	27,804,000.
34.	January 20, 2010	27,804,000.
35.	July 20, 2010	27,804,000.
36.	January 20, 2011	27,804,000.
37.	July 20, 2011	27,804,000.
38.	January 20, 2012	27,804,000.
39.	July 20, 2012	27,804,000.
40.	January 20, 2013	27,804,000.
41.	July 20, 2013	27,804,000.
Total		1,140,000,000.

General Terms and Conditions

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Schedule 5

Procurement Procedure

1. Guidelines for Procurement

Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan shall be made in accordance with Guidelines for Procurement under the Loan attached hereto (hereinafter referred to as "the Guidelines") with the following supplemental stipulations.

(1) Eligible source countries referred to in Section 1.01 of the Guidelines are as follows:

- (i) All the developing countries as defined in Item I Paragraph 1 (b) of Memorandum of Understanding on Untying of Bilateral Development Loans in Favour of Procurement in Developing Countries agreed among the eight members of the Development Assistance Committee on June 7, 1974.
- (ii) All the member countries of the Organization for Economic Cooperation and Development (OECD).

(2) The Borrower shall obtain the prior approval of the Fund, if the Borrower wishes to adopt procurement procedures other than Formal Open International Tendering for goods and services to be financed out of the proceeds of the Loan, submitting to the Fund an Application for Approval of Procurement Method(s) signed by a duly authorized person.

(3) When prequalification is employed, the Borrower shall submit the list of qualified bidders to the Fund for its approval, with the prequalification documents and the evaluation report as supporting documents.

(4) Prior to inviting bids for the procurement of goods and services, the Borrower shall submit to the Fund for its approval copies of all notices and instructions to bidders, the bid form, the proposed contract, specifications and drawings and all other documents relevant to the bidding.

(5) The bidding documents shall state which are the eligible source countries.

(6) Article V of the Guidelines shall be disregarded.

2. Guidelines for Employment of Consultants

Consultants shall be employed in accordance with Guidelines for the Employment of Consultants by OECF Borrowers attached hereto (hereinafter referred to as "the Consultant Guidelines") with the following supplemental stipulations.

- (1) With reference to Section 2.14 of the Consultant Guidelines, the Borrower shall obtain the prior approval of the Fund of the following documents:
  - (i) Terms of Reference
  - (ii) Short List of Consultants
  - (iii) Letter of Invitation
  - (iv) Evaluation Report including Summary Evaluation Sheet

(2) Application for Approval of Consulting Services Contract (Appendix 9 of the Consultant Guidelines) shall be disregarded. The Borrower, therefore, shall submit to the Fund an Application for Approval of Contract (Form No. 2 of the General Terms and Conditions) in accordance with Section 3.02, (1) of the General Terms and Conditions.

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(3) Eligible source countries for consulting services are as follows;

- (i) All the developing countries as defined in Item I Paragraph 1 (b) of Memorandum of Understanding on Untying of Bilateral Development Loans in Favour of Procurement in Developing Countries agreed among the eight members of the Development Assistance Committee on June 7, 1974.
- (ii) Japan

3. Contract

(1) Suppliers shall be nationals of the eligible source countries or juridical persons incorporated and registered in the eligible source countries and controlled by nationals of the eligible source countries.

When consulting firms are employed, such firms shall satisfy all of the following conditions:

- (i) A majority of the subscribed shares shall be held by nationals of the eligible source countries;
- (ii) A majority of the full-time directors shall be nationals of the eligible source countries;
- (iii) Such firms shall be incorporated and registered in the eligible source countries.

(2) Goods eligible for financing under the Loan Agreement shall be those produced in the eligible source countries. However, even if such goods contain materials imported from a country (countries) other than the eligible source countries (hereinafter referred to as "the non-eligible source country"), such goods may be eligible for financing under the Loan Agreement, if the imported portion is less than thirty percent (30%) of the price per unit of such products in accordance with the following formulae:

(i) When Philippine Suppliers are awarded the Contract concerned,

$$\frac{\text{Imported CIF Price} + \text{Import Duty}}{\text{Supplier's Ex-factory Price}} \times 100;$$

(ii) When the Suppliers of the eligible source countries other than the Republic of the Philippines are awarded the Contract concerned,

$$\frac{\text{Imported CIF Price} + \text{Import Duty}}{\text{Supplier's FOB Price}} \times 100.$$

(3) The following declaration as to the eligibility of goods and the Suppliers, signed and dated by the Supplier shall be attached to each Contract:

"I, the undersigned, hereby certify that the goods to be supplied are produced in \_\_\_\_\_ (name of eligible source country).

I, the undersigned, further certify that to the best of my information and belief, the portion imported from the non-eligible source countries is less than thirty percent (30%) in accordance with the following formula:

$$\frac{\text{Imported CIF Price} + \text{Import Duty}}{\text{Supplier's FOB Price (Where applicable Ex-factory Price)}} \times 100" \text{ and}$$

"I, the undersigned, hereby certify that \_\_\_\_\_ (name of company) has been incorporated and registered in \_\_\_\_\_ (name of eligible source country), and is controlled by nationals of the eligible source countries."

or

(In the case of a consulting firm) "I, the undersigned, hereby certify that \_\_\_\_\_ (name of firm) has been incorporated and registered in \_\_\_\_\_, (name of eligible source country), and is an eligible consulting firm, \_\_\_\_\_ percent (\_\_\_%) of the subscribed shares being held by nationals of \_\_\_\_\_ (name of eligible source country or countries) and \_\_\_\_\_ percent (\_\_\_%) of the full-time directors being nationals of \_\_\_\_\_ (name of eligible source country or countries)".

(4) Notwithstanding the provisions of Sections 3.08. and 3.09. of the Guidelines, the bid price and contract price may be stated and payable in Japanese Yen, U.S. Dollars, Deutsche Mark, Sterling Pounds, French Franc or Swiss Franc. In cases of Philippine Suppliers, the bid price and contract price shall be stated in Philippine Pesos.

(5) The Contract shall become effective upon approval being given by the Fund in accordance with the provisions of Section 3.02. of the General Terms and Conditions.

(6) The following items shall be included in the Application for Approval of Contract referred to in Section 3.02., paragraph (1) of the General Terms and Conditions.

2. \*(2) Percentage of the subscribed shares held by nationals of the eligible source countries
- \* (3) Percentage of full-time directors who are nationals of the eligible source countries

6. Description and origin of the goods  
For each item, the total percentage represented by the portion of that item, if any, imported from the non-eligible source countries to be stated.

\* in the case of a consulting firm only.

Schedule 6

Commitment Procedure (III)

The procedure for disbursement of the proceeds of the Loan for the purchases of goods and services from the Suppliers of the eligible source countries other than the Republic of the Philippines shall be COMMITMENT PROCEDURE (III) attached hereto, with the following supplemental stipulations:

1. With regard to Section 2, paragraph (1), of COMMITMENT PROCEDURE (III), the Issuing Bank shall be Philippine National Bank;

2. The following shall be added to Section 3 of COMMITMENT PROCEDURE (III):

All references to U.S. Dollars shall be read as U.S. Dollars, Deutsche Mark, Sterling Pounds, French Franc or Swiss Franc.

The amount of the Request for Disbursement shall be stated in Japanese Yen, converted at the T/T selling rate quoted by Paying Bank on the day two (2) business days before the date of disbursement, equivalent of the amount in U.S. Dollars requested by the Advising Bank, provided that the total Yen amount shall not exceed the amount of the Letter of Commitment.

Where the amount of the L/C is not fully covered by the amount of the Letter of Commitment owing to exchange rate fluctuation between the date of issuance of the Letter of Commitment and the date of disbursement, the amount not covered by the Letter of Commitment may be covered, within the limit of the proceeds of the Loan, by means of amendment of the Letter of Commitment.

In the event that the amount of the L/C can not be fully covered by such measure, the Borrower shall bear the amount not covered by the Letter of Commitment.

Schedule 7

Reimbursement Procedure

The procedure for disbursement of the proceeds of the Loan for the purchase of goods and services from Philippine Suppliers shall be REIMBURSEMENT PROCEDURE attached hereto, with the following supplemental stipulations:

1. With regard to Section 2, paragraph (1) of REIMBURSEMENT PROCEDURE, where the contract price is fixed and payable in Philippine Pesos, the amount of the Request for Reimbursement shall be stated in United States Dollars. The exchange rate for United States Dollars against Philippine Pesos to be used for the Request for Reimbursement shall be the T/T buying rate quoted by Philippine National Bank on the day when the Request for Reimbursement is made.

2. With regard to Section 3 of REIMBURSEMENT PROCEDURE, where the amount of the Request for Reimbursement is stated in United States Dollars, the exchange rate for United States Dollars against Japanese Yen to be used for the calculation of the amount in Japanese Yen to be reimbursed equivalent to the amount in United States Dollars shall be the T/T selling rate quoted by the authorized foreign exchange bank designated under the provisions of Section 3 of REIMBURSEMENT PROCEDURE on the business day immediately preceding the day when the reimbursement is made.

Schedule 8

Transfer Procedure

1. Request for Disbursement

(1) When the Borrower receives the claims for payment from the Suppliers (as per Form CFP attached hereto), the Borrower shall submit to the Fund the Request for Disbursement (as per Form TRF attached hereto) with the Summary Sheet (as per Form TRF-a attached hereto) accompanied by documents evidencing the amount to be made to the Suppliers, in principle, once a month.

(2) Where the contract price is fixed and payable in Philippine Pesos, the amount of the Request for Disbursement shall be stated in U.S. Dollars. The exchange rate for U.S. Dollars against Philippine Pesos shall be the T/T buying rate quoted by Philippine National Bank on the day when the Request for Disbursement is made.

2. Disbursement

When the Fund, after examination, finds the Request for Disbursement in order and conformity with the provisions of the Loan Agreement and the terms of the contract concerned, the Fund shall determine the amount of the disbursement in Yen and shall disburse such amount into the non-resident Yen account of the Borrower to be opened with the authorized Japanese foreign exchange bank in Tokyo (hereinafter referred to as "the Bank").

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Claims for Payment

Date:

To: (Name and Address of the Executing Agency)

We hereby submit Claims for Payment to you for the progress of the work in the following content.

1. Contract No. and date
2. Description of goods and services accomplished
3. Claimed amount
4. Accumulated amount already paid
5. Total amount (3. + 4.)

.....  
(Name of the Supplier)

By: (Authorized Signature)

The exchange rate for U.S. Dollars against Japanese Yen shall be the T/T selling rate quoted by the Bank on the day immediately preceding the day when the disbursement is made.

3. Payment to the Suppliers

(1) After receiving cable advice from the Bank, the Borrower shall immediately withdraw the disbursed amount and credit it into the special account of the Treasurer of the Philippines opened with the Central Bank of the Philippines.

(2) The special account shall be used only for the purpose of the payment to the Suppliers under the Project.

(3) The Treasurer of the Philippines on behalf of the Borrower shall pay to the Suppliers upon the instruction by the Executing Agency, immediately after the transfer of the disbursed amount into the special account mentioned above.

4. Report

The Borrower shall assure the Fund that the Executing Agency submits to the Fund within thirty (30) days after each payment to the Suppliers a copy of the receipt issued by the Suppliers.

5. Arrangement

The Borrower shall make a necessary arrangement with the Bank containing the following:

(a) The non-resident Yen account of the Borrower shall be opened with the Bank.

(b) The Bank shall advise the Borrower of the disbursement by the Fund.

44

Sp 1.

Request for Disbursement (Form TRF)

Date: \_\_\_\_\_  
 Loan No.: PH-P62  
 App. Serial No.: \_\_\_\_\_

To: THE OVERSEAS ECONOMIC  
 COOPERATION FUND  
 Tokyo, Japan

Attn: Director, Loan Department I

Gentlemen:

1. Pursuant to the Loan Agreement No. PH-P62 dated between THE OVERSEAS ECONOMIC COOPERATION FUND (hereinafter referred to as "the Fund") and The Government of the Republic of the Philippines, the undersigned hereby requests for disbursement under the said Loan Agreement, of the sum of Japanese Yen equivalent to U.S.\$ \_\_\_\_\_ (United States Dollars) for the payment of expenditures as described in the Summary Sheet(s) attached hereto.

2. The undersigned has not previously requested for disbursement of any amounts from the Loan for the purpose of meeting the expenditures described in the Summary Sheet(s). The undersigned has not obtained nor will obtain funds for such purpose out of the proceeds of any other loan, credit or grant available to the undersigned.

3. The undersigned certifies that:  
 a) the expenditures described in the Summary Sheet(s) are made for the purposes specified in the Loan Agreement;  
 b) the Claims for Payment attached hereto submitted by the Supplier(s) duly comply with the terms and conditions of the Contract concerned;  
 c) as of the date of this request there is no existing default under the Loan Agreement.

4. Please disburse the amount requested for herein by paying into non-resident Yen account of \_\_\_\_\_ with \_\_\_\_\_ (payee)

(name and address of the authorized Japanese foreign exchange bank in Tokyo)

5. This request consists of \_\_\_\_\_ page(s) and \_\_\_\_\_ (number) signed and numbered Summary Sheet(s).

Very truly yours,

\_\_\_\_\_  
 (Name of the Borrower)

By: \_\_\_\_\_  
 (Authorized Signature)

69-26 (4)

Enclosed herewith is the Claims for Payment in one copy for each of the above transactions.  
 (Name of the Borrower) \_\_\_\_\_  
 By: \_\_\_\_\_ (Authorized Signature)

Note: 1. Column 8 is to indicate, against each item, whether the payment is an advance payment, or a down payment, or instalment payment (if so, the number of instalment) or the final payment in full settlement.  
 2. The amount of disbursement is calculated as follows:  
 Total = \_\_\_\_\_ Pesos(s); Exchange Rate: \_\_\_\_\_ Pesos per U.S. Dollar  
 The amount of disbursement: \_\_\_\_\_ U.S. Dollar(s)  
 3. \* foreign currency portion

Contract No.	Description of goods and/or services	Name and address of supplier/contractor	Contract Amount *	Date to be paid	Amount * to be accumulated	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
Total						

Summary Sheet of Payment  
 Date: \_\_\_\_\_ Ref. No. \_\_\_\_\_  
 Unit: Pesos

Japan, Inc. In Asia:  
A Documentation On Its Operations  
Through The Philippine Polity

日本・フィリピン政治経済関係資料集

— マルコス文書、アキノ証言集および関連文書選 —

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融資協定PH-P62号

日本国・海外経済協力基金とフィリピン  
共和国政府との間の国家的洪水制御浚渫  
事業(遠隔測定部分)のための融資協定

1983年7月

第1条

1

[紛失]\*

\*編集者註



(1) 借入人は、本事業の実施について、これを公共事業/ハイウェイ省(以下、「事業実施者」と称する)に委ねるものとする。

(2) 本事業の実施にあたって、借款資金のうちから利用できる資金が不足するような場合には、借入人は、直ちに必要な資金の提供措置を講ずるものとする。

(3) 借入人は、本事業が完了するまでの間、各々の年度の1月と7月に、半年ごとのペースで、本事業についての進捗報告書を基金に提出するものとする。

(4) 本事業の完了後、直ちに——ただし、いずれの場合にも、事業完了後6ヵ月以内に——借入人は、事業完了報告書を基金に提出するものとする。その形式と明細については、基金は、これを合理的に要求することができる。

#### 5 輸入制限の免除

本借款の下での当該事業の実施のために必要な物品の輸入については、本借款資金から調達される物品は、日本政府と借入人との間の1983年〔 〕月〔 〕日付の討議議事録の〔 〕項に従って、借入人によるいずれの輸入制限からも免除されるものとする。

#### 6 通知と請求

一般条件の8.03節の適用上、下記の住所が明記される。

基金については、

郵便住所:

郵便番号100

日本国東京都千代田区大手町1丁目4番1号 竹橋合同ビル

海外経済協力基金

気付: 業務第1部部长

電信住所: COOPERATIONFUND

テレックス: Call Nos. J28430, J28790

Answer Back Code: COOPFUND

借入人については、

郵便住所:

The Government of the Republic of the Philippines

National Economic and Development Authority

P.O. Box 1116, Manila, Philippines

気付: 長官

電信住所: NEDAPHIL

上記の住所および(または)名称に変更がある場合には、関係当事者は、他方当事者に対して、新たな住所および(または)名称を、直ちに書面で通知するものとする。

## 別表1 事業の説明

1 本事業は、以下の部分から構成される。

- (1) 場所：バシグー—マリキン—ラグナ湖コンプレックス
- (2) 実施機関：公共事業/ハイウェイ省
- (3) 作業範囲：

- ① 水文学的観測/遠隔測定システムの建設と設置。
- ② 詳細設計、建設監督および技術訓練のためのコンサルティング・サービス。

借款資金は、前記項目①と②の外貨部分について利用されることができる。外貨部分は、基金によって決定されるものとする。

前記項目とその他すべての項目について何らかの差額が存在する場合には、そのような差額は、借入人によって資金調達されるものとする。

2 年間ごとに必要とされる資金の推定額は、以下の通りである。

暦年	外貨(単位：100万円)	内貨(単位：1,000フィリピン・ペソ)
1983	60	422
1984	256	2,819
1985	780	8,260
1986	44	230
総計	1,140	11,731

基金による借款資金の貸付実行は、フィリピン政府による予算割り当ての限度に照らして行われるものとする。

3 本事業は、1986年末までに完了することが予定される。

別表3 償還スケジュール

分割払い番号	支払い日	金額(日本円)
1	1993年7月20日	27,840,000
2	1994年1月20日	27,804,000
3	1994年7月20日	27,804,000
4	1995年1月20日	27,804,000
5	1995年7月20日	27,804,000
6	1996年1月20日	27,804,000
7	1996年7月20日	27,804,000
8	1997年1月20日	27,804,000
9	1997年7月20日	27,804,000
10	1998年1月20日	27,804,000
11	1998年7月20日	27,804,000
12	1999年1月20日	27,804,000
13	1999年7月20日	27,804,000
14	2000年1月20日	27,804,000
15	2000年7月20日	27,804,000
16	2001年1月20日	27,804,000
17	2001年7月20日	27,804,000
18	2002年1月20日	27,804,000
19	2002年7月20日	27,804,000
20	2003年1月20日	27,804,000
21	2003年7月20日	27,804,000
22	2004年1月20日	27,804,000
23	2004年7月20日	27,804,000
24	2005年1月20日	27,804,000
25	2005年7月20日	27,804,000
26	2006年1月20日	27,804,000
27	2006年7月20日	27,804,000
28	2007年1月20日	27,804,000
29	2007年7月20日	27,804,000
30	2008年1月20日	27,804,000
31	2008年7月20日	27,804,000
32	2009年1月20日	27,804,000
33	2009年7月20日	27,804,000
34	2010年1月20日	27,804,000
35	2010年7月20日	27,804,000
36	2011年1月20日	27,804,000
37	2011年7月20日	27,804,000
38	2012年1月20日	27,804,000
39	2012年7月20日	27,804,000
40	2013年1月20日	27,804,000
41	2013年7月20日	27,804,000
総計		1,140,000,000

## 別表5 調達手続

### 1 調達のためのガイドライン

借款資金により賄われるすべての物品と役務の調達は、コンサルタント・サービスの場合を除いて、本協定に付属される借款調達ガイドライン(以下、「ガイドライン」と称する)に従って行われるものとする。ただし、以下のような補足条件が付け加えられる。

(1) ガイドラインの1.01節に掲げられる調達適格国は、以下のものとする。

① 1974年6月7日に開発援助委員会の加盟8ヶ国の間で合意された二国間開発借款のアンタイングに関する了解覚書——そこでは、開発途上国における調達に配慮する旨が表明されている——の1節1項(b)のうちにおいて定義されるすべての開発途上国。

② 経済協力開発機構(OECD)のすべての加盟国。

(2) 借入人が、借款資金により賄われる物品と役務について、正式な国際公開入札以外の調達手続の採用を望む場合には、借入人は、基金の事前の承認を得なければならない。その場合には、借入人は、正式な権限のある者によって署名された調達方法の承認のための申請書を、基金に対して提出するものとする。

(3) 事前資格審査の方法が採用される場合には、借入人は、応札適格者のリストを基金に対して提出し、その承認を得なければならない。その際には、参考書類として、事前資格審査関連文書と評価報告書が、添付されるものとする。

(4) 物品と役務の調達のための入札の招請に先立って、借入人は、応札者に対する一切の通知と指示、入札の書式、契約案、仕様書と図面、その他一切の入札関連書類の写しを基金に対して提出し、その承認を得るものとする。

(5) 入札書類においては、いかなる国が、調達適格国であるのかについて明記されるものとする。

(6) ガイドラインの第5条は、適用除外とされる。

### 2 コンサルタントの雇用のためのガイドライン

コンサルタントは、本協定に付属されるOECDの借入人によるコンサルタントの雇用のためのガイドライン(以下、「コンサルタント・ガイドライン」と称する)に従って雇用されるものとする。ただし、以下のような補足条件が付け加えられる。

(1) コンサルタント・ガイドラインの2.14節に照らして、借入人は、下記の文書について、基金の事前の承認を得るものとする。

① 付託事項

② コンサルタントのショート・リスト

③ 招請書簡

④ 評価報告書(評価書の概要を含む)

(2) コンサルティング・サービス契約の承認のための申請書(コンサルタント・ガイドラインの付属書9)については、その適用を除外される。それ故、借入人は、一般条件の3.02(1)節に従って、契約の承認のための申請書(一般条件の第2号書式)を基金に対して提出するものとする。

(3) コンサルティング・サービスのための調達適格国は、以下の通りである。

① 1974年6月7日に開発援助委員会の加盟8ヶ国の間で合意された二国間開発借款のアンタイン

または、

(コンサルタント企業の場合)には、「署名者である私は、この宣言により、〔 〕(会社の名称)が、〔 〕(調達適格国の名称)において設立・登記されており、また応募株式の〔 〕パーセント(〔 〕%)が、〔 〕(調達適格国の名称)の国民によって所有されており、かつ常務取締役の〔 〕パーセント(〔 〕%)が、〔 〕(調達適格国の名称)の国民であることから、適格のコンサルタント企業であることを証明する。」

(4) ガイドラインの3.08節と3.09節の規定にもかかわらず、入札価格と契約価格は、日本円、U.S.ドル、ドイツ・マルク、スターリング・ポンド、フランス・フランまたはスイス・フランで表示され、かつ支払われることができる。

フィリピンのサプライヤーの場合には、入札価格と契約価格は、フィリピン・ペソで表示されるものとする。

(5) 契約は、一般条件の3.02節の規定に従って、基金により承認がなされる場合に、効力を発生するものとする。

(6) 一般条件の3.02節(1)項に掲げられる契約の承認のための申請書のうちに、下記の項目が含まれるものとする。

2. (2)\* 調達適格国の国民によって所有される応募株式の比率

(3)\* 調達適格国の国民である常務取締役の比率

6. 物品の説明書と原産地

各々の項目について、非調達適格国から輸入される物品がある場合には、それが、当該項目部分において、総体としてどの程度の割合を占めるのかが、表示されなければならない。

\*コンサルタント企業の場合のみ

## 別表7 リンバースメント方式

フィリピンのサプライヤーからの物品と役務の購入の目的上、借款資金の貸付実行のために適用される方式は、本協定に付属されるリンバースメント方式であるものとする。ただし、以下のような補足条件が付け加えられる。

- 1 リンバースメント方式の2節(1)項については、契約価格がフィリピン・ペソで取極められ、またそれで支払いが行われるとされている場合には、リンバースメントの請求額は、U.S.ドルで表示されるものとする。リンバースメントの請求のために用いられるフィリピン・ペソに対するU.S.ドルの為替レートは、リンバースメントの請求がなされる日に、フィリピン国立銀行によって値付けされる電信為替(T/T)の買レートであるものとする。
- 2 リンバースメント方式の3節について、リンバースメントの請求額がU.S.ドルで表示される場合には、U.S.ドルの相当額をリンバースされる日本円に換算するために用いられる日本円に対するU.S.ドルの為替レートは、リンバースメントがなされる前日の業務日に、リンバースメント方式の3節の規定に基づいて指定された外国為替公認銀行によって値付けされる電信為替(T/T)の売りレートであるものとする。

## 支払い請求書

日付:

宛て先: \_\_\_\_\_  
(事業実施者の名称と住所)

私達は、ここに、下記の内容の作業の進捗具合について、貴殿に対して支払い請求書を提出します。

1. 契約番号と日付
2. 業務遂行された物品と役務の記述
3. 請求額
4. 支払い済みの累積額
5. 総額(3+4)

\_\_\_\_\_  
(サプライヤーの名称)

\_\_\_\_\_  
(署名)

(書式番号: TRF-a)

### 支払いのサマリー・シート

日付:  
参照番号:

1 契約番号	2 物品および(または) 役務の記述	3 サプライヤー/コントラ クターの名称と住所	4 契約額*	5 支払い額*	6 支払い日	7 累積額*	8 備考
1							
2							
3							
4							
5							
6							
7							
8							
9							
10 総計							

(単位: ペソ)

脚注: 1. コラム8は、各々の項目ごとに、支払いが、事前払い、頭金払い、分割払い—その場合には、分割払い数—、完成時の最終支払いのいずれであるのかを示すために設けられている。

2. 貸付実行額は、以下のように計算される。  
総額 = \_\_\_\_\_ ペソ(為替レート: 1U.S.ドル当たり \_\_\_\_\_ ペソ)

貸付実行額: \_\_\_\_\_ U.S.ドル

3. 外貨部分

これに添えて、支払い請求書のうちには、上記の取引の各々について一枚ずつの写しが添付される。

\_\_\_\_\_  
(借入人の名称)

\_\_\_\_\_  
(署名)