

資料-4

討議議事録(M/D)

**Minutes of Discussions
on the Preparatory Survey
on the Project for Clean Energy Promotion Using Solar Photovoltaic System**

The Government of Japan (hereinafter referred to as "GoJ") has established Cool Earth Partnership as a new financial mechanism. Through this, GoJ is cooperating actively with developing countries' efforts to reduce greenhouse gasses emissions, such as efforts to promote clean energy. A new scheme of grant aid, "Program Grant Aid for Environment and Climate Change", was also created by GoJ as a component of this financial mechanism. According to the initiative of Cool Earth Partnership, the Japan International Cooperation Agency (hereinafter referred to as "JICA"), in consultation with GoJ, decided to conduct a Preparatory Survey (hereinafter referred to as "the Survey") on the Project for Clean Energy Promotion Using Solar Photovoltaic System in Belize (hereinafter referred to as "the Project").

JICA sent to Belize the Preparatory Survey Team (hereinafter referred to as "the Team"), headed by Motoyuki UEGAKI, Director, Planning Division, Financing Facilitation and Procurement Supervision Department, JICA, and is scheduled to stay in the country from 9th August, 2009 to 23rd August, 2009.

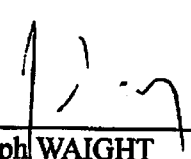
The Team held discussions with the concerned officials of the Government of Belize and conducted a field survey.

In the course of discussions and field survey, both sides confirmed the main items described in the attached sheets.

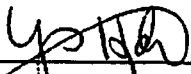
Belize City, 14th August, 2009

上垣素行

Motoyuki UEGAKI
Leader
Preparatory Survey Team
Japan International Cooperation Agency
JAPAN



Joseph WAIGHT
Financial Secretary
Ministry of Finance
BELIZE



Yvonne HYDE
Chief Executive Officer
Ministry of Economic Development,
Commerce, Industry & Consumer Protection
BELIZE



Cadet HENDERSON
Chief Executive Officer
Ministry of Works
BELIZE

ATTACHMENT

1. Current Situation

Belize is the country that depends on Hydro electric power and imported electricity from Mexico to meet the electric energy requirements of about 80% of the population. In the dry season, hydroelectric power becomes unstable, thus causing fluctuations in electrical supply in various parts of the country. Most of the electrical energy used in the country comes from Mexico. The high costs of energy have resulted in high costs in food production, processing and manufacturing. Government of Belize is promoting the use of alternative energy sources such as wind and solar energy to reduce the dependency in foreign energy source for the purpose of the reduction of the food production cost and minimization of the environmental pollution.

In this situation, both sides confirm that the Project, which introduces photovoltaic (PV) power generation systems connected with the national power grid, is one of the pilot systems to achieve Belizean policy of using alternative energy sources.

2. Objective of the Project

The objective of the Project is to promote clean energy utilization and achieve emissions reductions by installing the photovoltaic system to be connected to the national grid.

3. Responsible Organization and Implementing Organization

The responsible organization is Ministry of Finance. (The organization chart of the responsible ministry is shown in Annex-1.)

The implementing organization is Ministry of Works. (The organization chart of the implementing organization is shown in Annex-2.)

4. Items Requested by the Government of Belize

4-1. After discussions with the Team, the installation of the on-grid power generating system using photovoltaic including following equipment for Government Office Complex at Belmopan was requested by the Belizean side.

(1) Solar module (panel) total capacity might be more than 200kw

(2) Junction Box

(3) Power Conditioner

(4) Transformer

(5) Data collecting and display device

4-2. The Belizean side explained that there is no duplication between requested contents of the Project and any other plans implemented by the other donors or the Belizean side.

4-3. The Belizean side has understood that the final component and the design of the Project shall be determined at the timing of 2nd phase of the Preparatory Survey.

Qst
y/v/r

4-4. The Team will report the findings and items requested by the Belize side to JICA Headquarters and the GoJ.

5. Japan's Program Grant Aid for Environment and Climate Change

The Belizean side understood the Japan's Program Grant Aid for Environment and Climate Change scheme explained by the Team, (as described in Annex-4, 5 and 6) .

6. Schedule of the Study

6-1. The Team will proceed to further survey in Belize until 23rd August, 2009 as the 1st phase of the Preparatory Survey.

6-2. After the completion of the 1st phase of the Preparatory Survey, the Team will report the results to JICA Headquarters and GoJ.

6-3. If the Cabinet of GoJ will approve the Project based on the results of the Preparatory Survey, JICA will conduct the Preparatory Survey 2 for design.

7. Other Relevant Issues

7-1. Land for Installation of the PV system

The Belizean side proposed the three candidate sites for the Project. Both sides conducted the site survey and confirmed the priority of the candidates as follows (see Annex-3);

(1) site next to Social Security Office

(2) site next to Belize House

(3) site next to Gymnasium of the University of Belize, within the area of the University

The Team explained that Japan's Program Grant Aid for Environment and Climate Change might not be able to cover all the requested candidates, and the selection of the candidates should be made from the viewpoint of necessity, technical and financial viability, sustainability and cost-effectiveness, in accordance with the Japanese Government's ODA policy. The Belizean side understood the explanation from the Team.

Concerning the securing the land, Ministry of Works shall make necessary procedures for the re-registration of the land for the Project, under the cooperation with Belmopan City Council, after the submission of the detailed design of the Project from the Team.

7-2. Procurement of Equipment

The Team explained that, in accordance with the policy of GoJ, products of Japan shall be procured for major equipment in the Project. The Belizean side understood and agreed on it.

7-3. Coordination with Related Organization

The Ministry of Works shall be the focal point for the Project and responsible for the coordination with related organizations. The Belizean side agreed to establish a consultative committee in order to coordinate with the Japanese side which consists of the Embassy of Japan in Kingston, Jamaica, the JICA office in Belize, and the procurement agency. The

Out
UN/12

Terms of References of the Consultative Committee is referred to Annex-9.

7-4. Application of the Related Laws and Regulations

The Belizean side explained that a new law regulating connection between the power station(s) and the national power grid is under preparation, and would be completed not later than March 2010. The Team explained that the surplus power which the PV system would create should be sold to Belize Electricity Limited, and requested the Belizean side to permit the selling of the surplus power. The Belizean side understood and agreed on the request by the Team.

7-5. Environmental and Social Considerations

The Team explained the outline of JICA Environmental and Social Considerations Guideline (hereinafter referred to as "the JICA Guideline") to the Belizean side. The Belizean side took the JICA Guideline into consideration, and explained that the Project would not require EIA (Environment Impact Assessment) in terms of the size and type of the Project. In the event that any procedures of the environmental and social considerations is required in terms of the internal laws and regulations in Belize, the Belizean side shall make necessary measurements based on the related laws and regulations without delay.

7-6. Operation and Maintenance

The Belizean side agreed to secure and allocate the necessary budget and personnel for the operation and maintenance of the facilities procured and installed under the Project. In this context, the Belizean side strongly requested that the Project should include the training for the operation and maintenance of the on-grid power generating system using photovoltaic because the system is not introduced in Belize.

7-7. Tax exemption

The Belizean side agreed that the Belizean side shall be responsible for the exemption and/or reimbursement (payment/assumption) of all customs, tax, levies and duties incurred in Belize for implementation of the Project.

7-8. The Belizean side requested that the contents of the Project should include the fence surrounding the PV system for the safety of the public. The Team explained that the Project should be planned in consideration of the safety for the public pointed out by the Belizean side.

7-9. The Belizean side shall ensure the security of all concerned Japanese nationals working for the Project, if deemed necessary.

7-10. The Belizean side shall provide necessary numbers of counterpart personnel to the Team during the period of their studies in Belize.

Handwritten signature/initials

7-11. The Belizean side shall submit all the answers to the Questionnaire, which the Team handed to the Belizean side, by 21st of August, 2009.

<List of Annex>

Annex-1 Organization Chart of Ministry of Finance

Annex-2 Organization Chart of Ministry of Works

Annex-3 Site Location Map

Annex-4 Program Grant Aid for Environment and Climate Change

Annex-5 General Flow of Program Grant Aid for Environment and Climate Change

Annex-6 Flow of Funds for Project Implementation

Annex-7 Project Implementation System

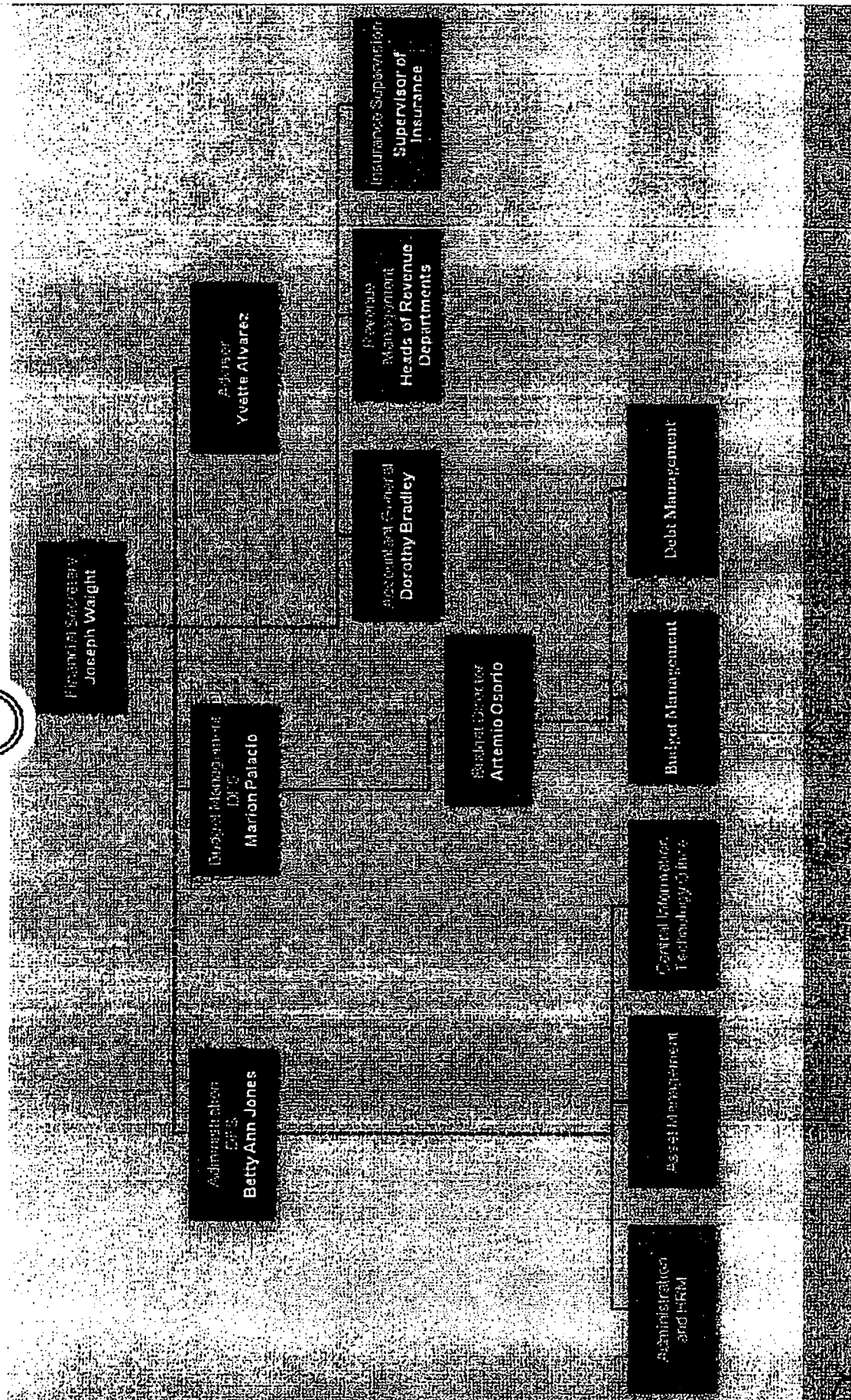
Annex-8 Major Undertakings to be taken by Each Government

Annex-9 Terms of References of the Consultative Committee

Y.P.A.
/

Current Functional Organisation of the Ministry

1



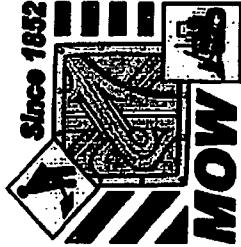
Handwritten initials/signature at the bottom right corner.



GOVERNMENT OF BELIZE

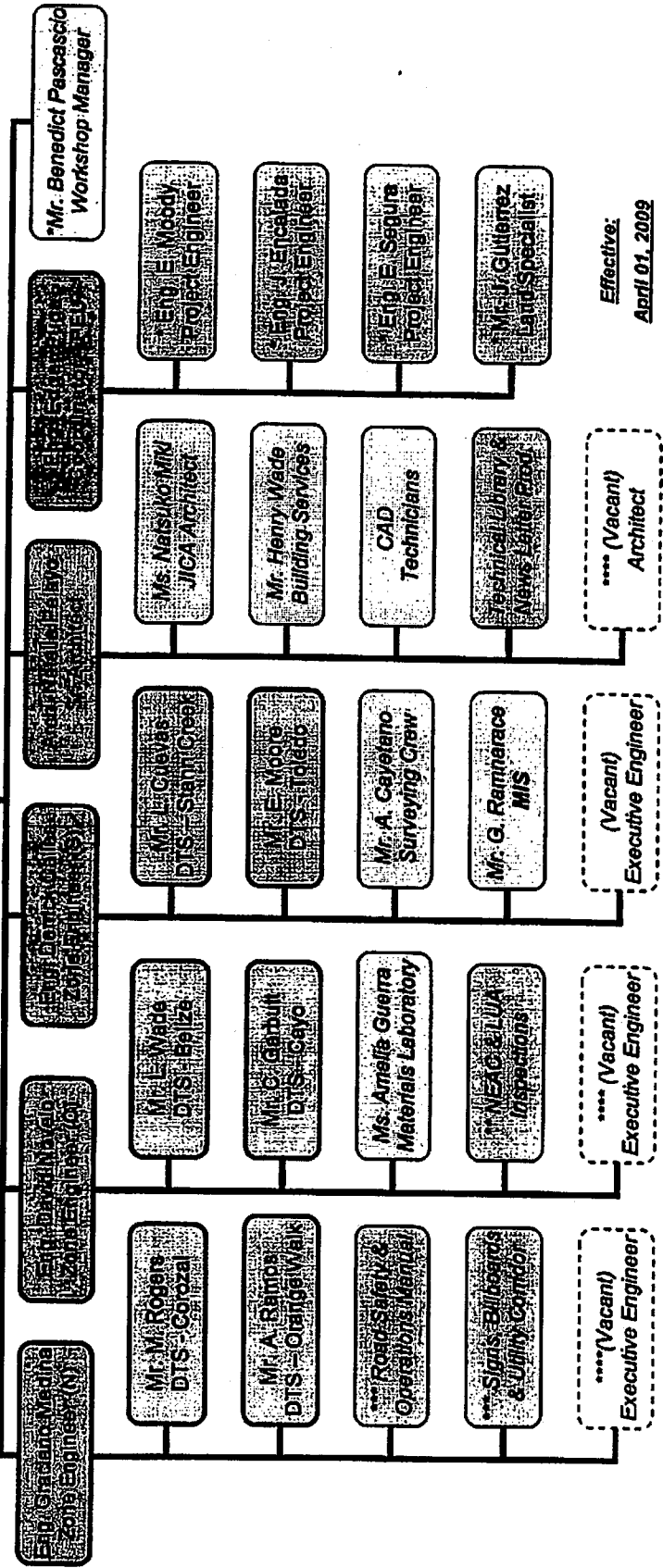
Ministry of Works

Public Works Technical Staff Organogram



NB: General in-house structural designs, project monitoring and supervision to be shared among all Engineers, and Explosives and Bitumen storage / safety is the responsibility of the Chief Engineer.

- Contract Officers
- Alternate for CE
- Shared responsibility
- To be hired in 90 days



Effective:
April 01, 2009

Handwritten signature

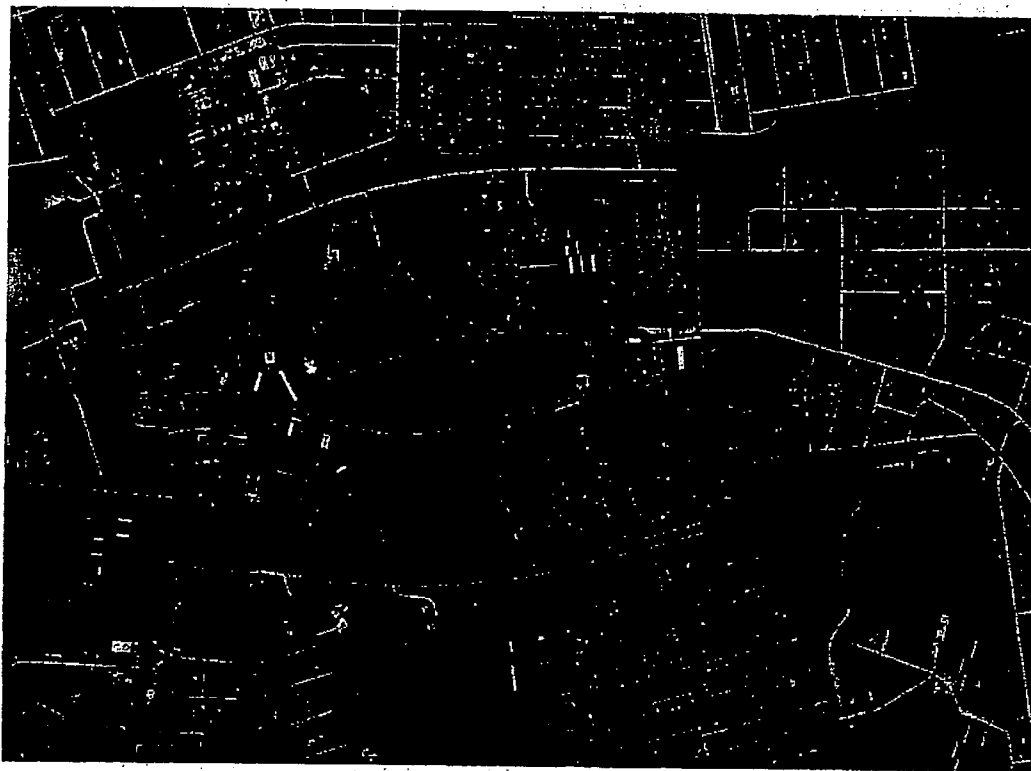


Figure Aerial View

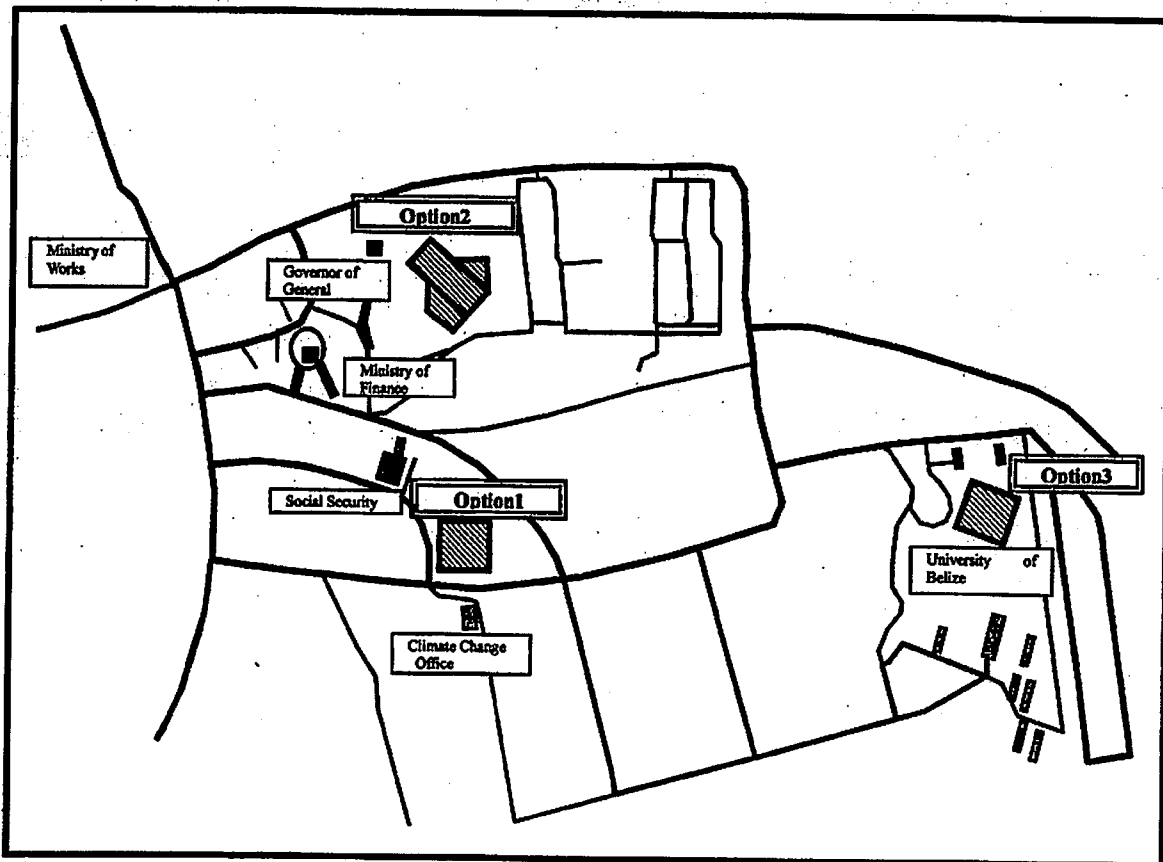


Figure Location of candidate site

Handwritten notes:
y2004
8/17

Program Grant Aid for Environment and Climate Change
of the Government of Japan
 (Provisional)

The Grant Aid provides a recipient country (hereafter referred to as "the Recipient") with non-reimbursable funds to procure the facilities, equipment, and services (engineering services and transportation of the products, etc.) for economic and social development of the country under principles in accordance with relevant laws and regulations of Japan. The Grant Aid is not supplied through the donation of materials as such.

Based on "Cool Earth Partnership" initiative of the Government of Japan, the Program Grant Aid for Environment and Climate Change (hereafter referred to as "GAEC") aims to mitigate effects of global warming by reducing GHGs emission (mitigation; e.g. improvement of energy efficiency) and to take adaptive measures (adaptation; e.g. measures against disasters related to climate change, including disaster prevention such as enhancing disaster risk management). GAEC may contain multiple components that can be combined to effectively meet these needs.

1. Procedures for GAEC

GAEC is executed through the following procedures.

Preparatory Survey 1	Preparatory Survey for project identification conducted by Japan International Cooperation Agency (JICA)
Application	Request made by a recipient country
Appraisal & Approval	Appraisal by the Government of Japan and Approval by the Cabinet
Determination of Implementation	The Notes exchanged between the Government of Japan and the Recipient Country
Grant Agreement (hereinafter referred to as the "G/A")	Agreement concluded between JICA and the Recipient
Preparatory Survey 2	Preparatory Survey for design conducted by JICA
Implementation	Procurement through the Procurement Agency by the Recipient

Firstly, if the candidate project for a GAEC is identified by the Recipient and the Government of Japan, the Government of Japan (the Ministry of Foreign Affairs) examines it whether it is eligible for GAEC. When the request is deemed appropriate, JICA, in consultation with the Government of Japan, conducts the Preparatory Survey (hereafter referred to as "the Survey") on the candidate project as Phase 1 of the Survey with Japanese consulting firms.

Secondly, the Recipient submits the official request to the Government of Japan, while the appropriateness, necessity and the basic components of the project are examined in the course of Phase 1 of the Survey,

Thirdly, the Government of Japan appraises the project to see whether it is suitable for Japan's GAEC, based on the Survey report prepared by JICA, and the results are then submitted to the Cabinet for approval.

[Handwritten signature]

Fourthly, the project, once approved by the Cabinet, becomes official with the Exchange of Notes (E/N) signed by the Governments of Japan and the Recipient.

Fifthly, JICA engages Grant Agreement (G/A) with the Recipient and executes the Grant by making payments of the amount agreed in the E/N and strictly monitors that the funds of the Grant are properly and effectively used.

Procurement Management Agent is designated to conduct the procurement services of products and services (including fund management, preparing tenders, contracts) for GAEC on behalf of the Recipient. The Agent is an impartial and specialized organization that will render services according to the Agent Agreement with the Recipient. The Agent is recommended to the Recipient by the Government of Japan and agreed between the two Governments in the Agreed Minutes ("A/M").

2 Preparatory Survey

1) Contents of the Survey

The purpose of the Preparatory Survey (hereafter referred to as "the Survey"), conducted by JICA on a requested project (hereafter referred to as "the Project"), is to provide the basic document necessary for the appraisal of the Project by the Government of Japan. The contents of the Survey are as follows:

- Confirmation of background, objectives, and benefits of the Project and institutional capacity of agencies and communities concerned of the Recipient necessary for project implementation.
- Evaluation of relevance of the Project to be implemented under the Grant Aid Scheme for Environment and Climate Change from a technical, social, and economic point of view.
- Confirmation of items agreed upon by both parties concerning the basic concept of the Project.
- Preparation of the design of the Project and reference document for tender.
- Estimation of cost for the Project.

The contents of the original request will be modified, as found necessary, in the design of the Project according to the guidelines of Japan's Grant Aid scheme.

The Government of Japan requests the Government of the Recipient to take whatever measures necessary to ensure its responsibility in implementing the Project. Such measures must be guaranteed even if they may fall outside the jurisdiction of the implementing organization of the Recipient. This has been confirmed by all relevant organizations of the Recipient through the Minutes of Discussions.

2) Selection of consulting firms

For the smooth implementation of the Survey, JICA will conduct the Survey with registered consulting firms. JICA selects the firms based on proposals submitted by firms with interest in implementing the Survey. The firms selected will carry out the Preparatory Survey and prepare a report, based on the terms of reference set by JICA.

3. Implementation of GAEC after the E/N

1) Exchange of Notes (E/N)

The content of GAEC will be determined in accordance with the Notes exchanged by the two

[Handwritten signature and initials]

Governments concerned, in which items including, objectives of the project, period of execution, conditions and amount of the Grant Aid are confirmed.

2) Details of Procedures

Details of procedures on procurement and services under GAEC will be agreed between the authorities of the two governments concerned at the time of the signing of the G/A.

Essential points to be agreed are outlined as follows:

- a) JICA will supervise the implementation of the Project.
- b) Products and services will be procured and provided in accordance with JICA's "Procurement Guidelines for the Program Grant Aid for Environment and Climate Change."
- c) The Recipient will conclude a contract with the Agent.
- d) The Agent is the representative acting in the name of the Recipient concerning all transfers of funds to the Agent.

3) Focal points of "Procurement Guidelines for the Program Grant Aid for Environment and Climate Change"

a) The Agent

The Agent is the organization, which provides procurement of products and services on behalf of the Recipient according to the Agent Agreement with the Recipient. The Agent is recommended to the Recipient by the Government of Japan and agreed between the two Governments in the A/M.

b) Agent Agreement

The Recipient will conclude the Agent Agreement, in principle, within two months after the signing of the G/A, in accordance with the A/M. The scope of the Agent's services will be clearly specified in the Agent Agreement.

c) Approval of the Agent Agreement

The Agent Agreement is prepared as two identical documents and the copy of the Agent Agreement will be submitted to JICA by the Recipient through the Agent. JICA confirms whether the Agent Agreement is concluded in conformity with the E/N, A/M, and G/A and the Procurement Guidelines for the Program Grant Aid for Environment and Climate Change then approves the Agent Agreement.

The Agent Agreement concluded between the Recipient and the Agent will become effective after the approval by JICA in a written form.

d) Payment Methods

The Agent Agreement will stipulate that "Regarding all transfers of the fund to the Agent, the Recipient will designate the Agent to act on behalf of the Recipient and issue a Blanket Disbursement Authorization ("the BDA") to conduct the transfer of the fund (hereinafter referred to as "the Advances") to the Procurement Account from the Recipient Account.

The Agent Agreement will clearly state that the payment to the Agent will be made in Japanese yen from the Advances and that the final payment to the Agent will be made when the total remaining amount become less than three percent (3%) of the Grant and its accrued interests excluding the Agent's fees.

e) Products and Services Eligible for Procurement

Products and services to be procured will be selected from those defined in the G/A.

f) Selection of firms

Q
1-2012

In principle, firms of any nationality could be contracted as long as the firms satisfy the conditions specified in the tender documents.

The same applies for any individual consultants who will be involved in the Project and provide services necessary for the training and guidance related to the Project.

The consultants that will be employed to do detail design and supervise the work for the Project, however will be in principle, Japanese nationals recommended by JICA for the purpose of maintaining technical consistency with the Study.

g) Method of Procurement

When conducting the procurement, sufficient attention will be paid to transparency in selecting the firms and for this purpose, competitive tendering will be employed in principle.

h) Tender Documents

The tender documents should contain all information necessary to enable tenderers to prepare valid offers for the products and services to be procured by GAEC.

The rights and obligations of the Recipient, the Agent and the firms supplying products and services should be stipulated in the tender documents to be prepared by the Agent. Aside from this, the tender documents will be prepared in consultation with the Recipient.

i) Pre-qualification Examination of Tenderers

The Agent may conduct a pre-qualification examination of tenderers in advance of the tender so that the invitation to the tender can be extended only to eligible firms. The pre-qualification examination should be performed only with respect to whether the prospective tenderers have the capability of concluding the contracts.

For this, the following points should be taken into consideration:

- (1) Experience and past performance in contracts of similar kind
- (2) Financial credibility (including assets such as real estate)
- (3) Existence of offices and other items to be specified in the tender documents.
- (4) Their potentialities to use necessary personnel and facilities.

j) Tender Evaluation

The tender evaluation should be implemented on the basis of the conditions specified in the tender documents.

Those tenderers which substantially conform to the technical specifications and other stipulations of the tender documents, will be judged in principle on the basis of the submitted price, and the tenderer who offers the lowest price will be designated as the successful tenderer.

The Agent will submit a detailed evaluation report of tenders to JICA for its information, while the notification of the results to the tenderers will not be premised on the confirmation by JICA.

k) Additional procurement

If there is any remaining balance after the competitive and/or selective tendering and/or direct negotiation for a contract, and if the Recipient would like to procure additional items, the Agent is allowed to conduct this additional procurement, following the points mentioned below:

- (1) Procurement of same products and services

Handwritten signature/initials

When the products and services to be additionally procured are identical with the initial tender and a competitive tendering is judged not efficient, additional procurement can be conducted by a negotiated contract with the successful tenderer of the initial tender.

(2) Other procurements

When products and services other than those mentioned above in (1) are to be procured, the procurement should be conducted through competitive tendering. In this case, the products and services for additional procurement will be selected from among those in accordance with the G/A.

l) Conclusion of the Contracts

In order to procure products and services in accordance with the guideline, the Agent will conclude contracts with firms selected by tendering or other methods.

m) Terms of Payment

The contract will clearly state the terms of payment. The Agent will make payment from the "advances," against the submission of the necessary documents from the firm on the basis of the conditions specified in the contract. When the services are the object of procurement, the Agent may pay certain portion of the contract amount in advance to the firms on the conditions that such firms submit the advance payment guarantee worth the amount of the advance payment to the Agent.

4) Undertakings required by the Government of the Recipient Country

In the implementation of the Grant Aid Project, the Recipient is required to undertake necessary measures as the following:

- a) To secure land necessary for the sites of the Project and to clear, level and reclaim the land prior to commencement of the Project.
- b) To provide facilities for distributing electricity, water supply and drainage and other incidental facilities in and around the sites.
- c) To ensure all the expense and prompt execution for unloading, customs clearing at the port of disembarkation and domestic transportation of products purchased under the Grant Aid,
- d) To ensure that customs duty, internal taxes and other fiscal levies that may be imposed in the Recipient with respect to the purchase of the Components and the Agent's services will be exempted by the Government of the Recipient.
- e) To accord all the concerned parties, whose services may be required in connection with supply of the products and services under the contracts, such facilities as may be necessary for their entry into the Recipient and stay therein for the performance of their work.

5) "Proper use of funds"

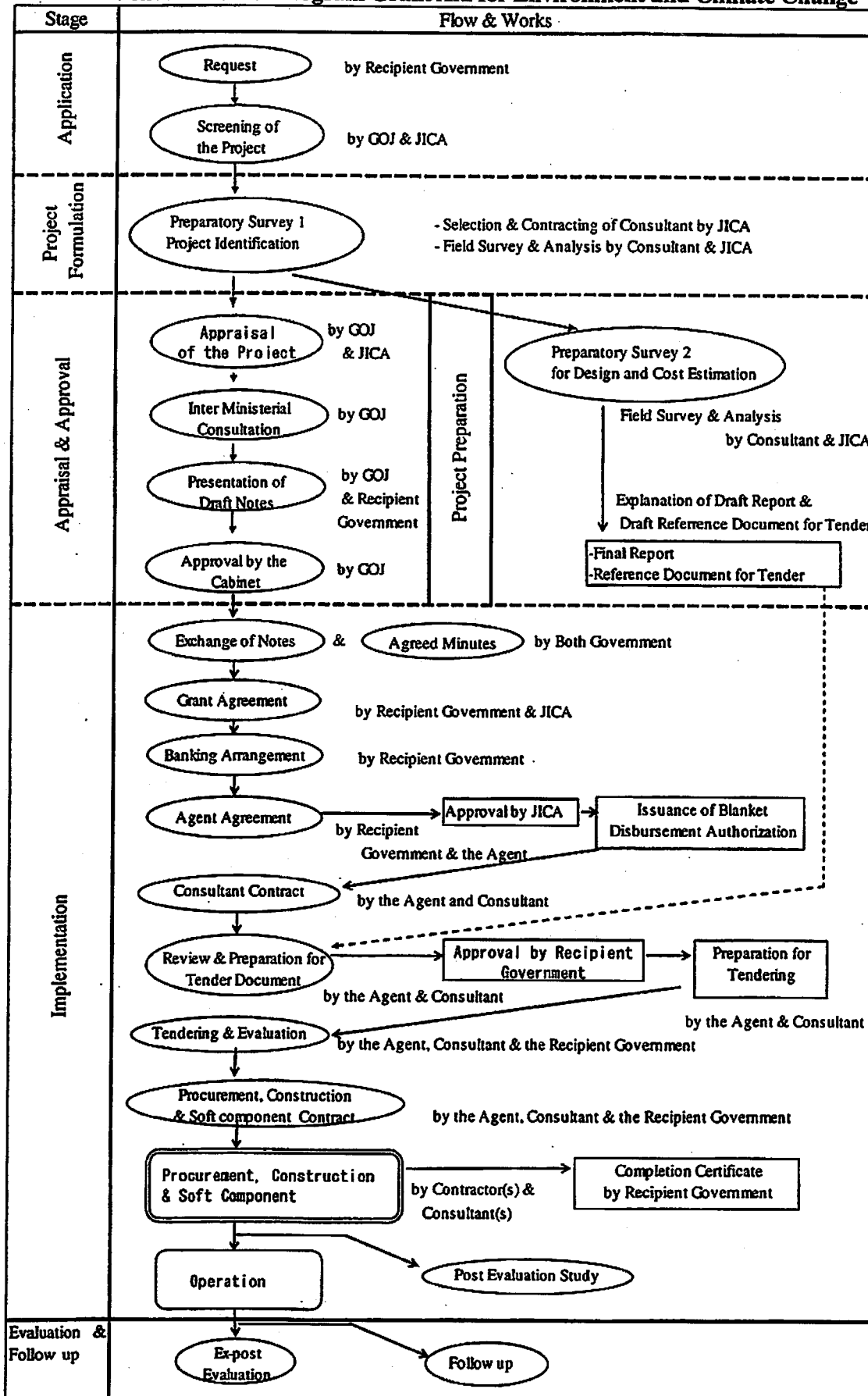
The Recipient is required to operate and maintain the facilities constructed and equipment purchased under the Grant Aid properly and effectively and to assign personnel necessary for this operation and maintenance as well as to bear all the expenses other than those covered by the Grant Aid.

6) "Export and Re-export" of products

The products purchased under the Grant and its accrued interest will not be exported or re-exported from the Recipient.

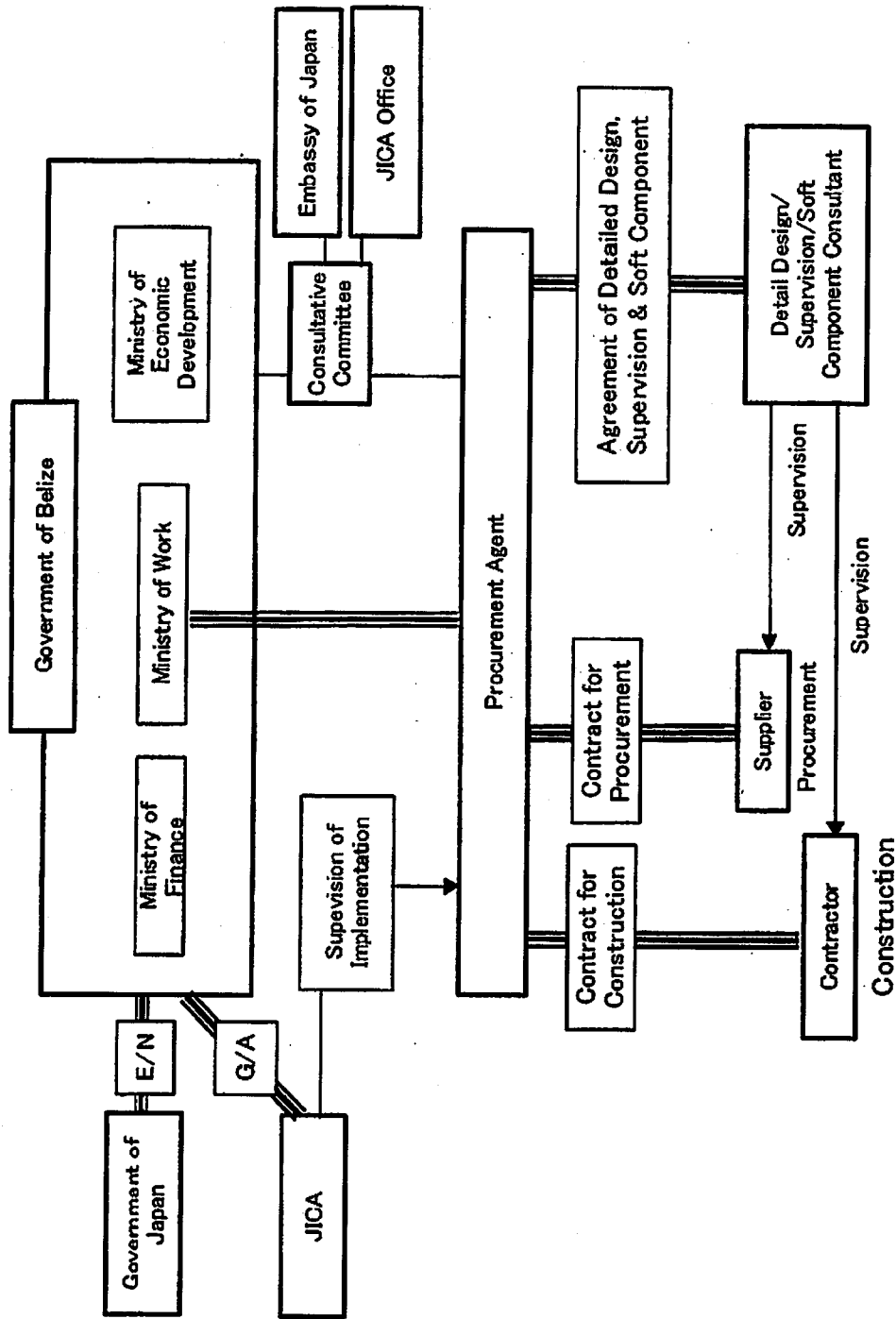
Q
1/2 yr

General Flow of Program Grant Aid for Environment and Climate Change



Handwritten signature and initials

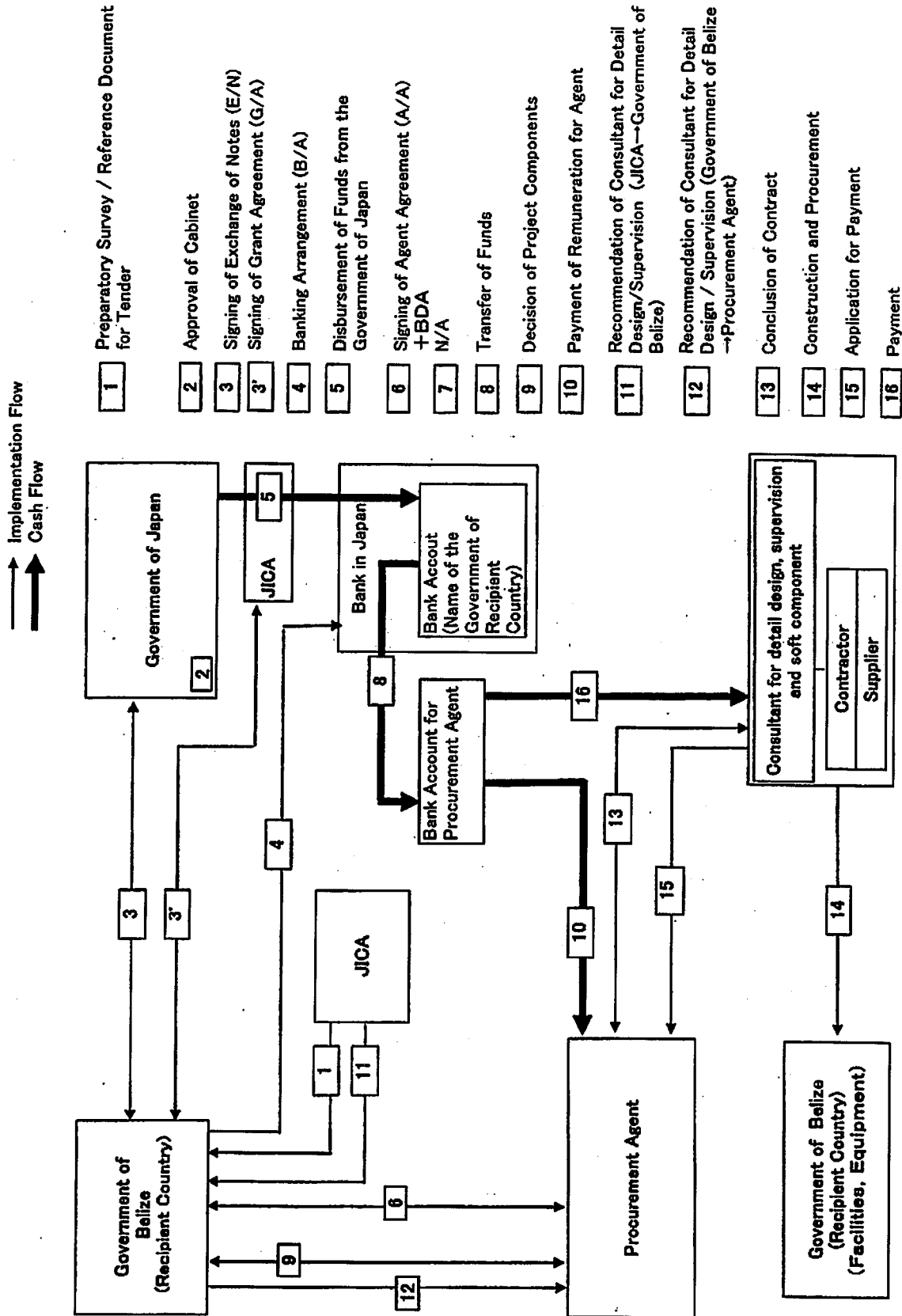
Project Implementation System



4

[Handwritten signature]
to you

Flow of Funds for Project Implementation



Handwritten signature/initials

Major undertakings to be taken by each Government

No.	Items	To be covered by Grant Aid	To be covered by Recipient Side
1	To secure land		•
2	To clear, level and reclaim the site when needed urgently		•
3	To construct gates and fences in and around the site		•
4	To construct a parking lot if necessary		•
5	To construct roads		
	1) Within the site	•	
	2) Outside the site and Access road		•
6	To construct the facility and install the equipment	•	
7	To provide facilities for the distribution of electricity, water supply, drainage and other incidental facilities if necessary:		
	1) Electricity		
	a. The power distribution line to the site		•
	b. The drop wiring and internal wiring within the site	•	
	c. The main circuit breaker and transformer for the site	•	
	2) Water Supply		
	a. The city water distribution main to the site		•
	b. The supply system within the site (receiving and elevated tanks)	•	
	3) Drainage		
	a. The city drainage main (for conveying storm water, sewage, etc. from the site)		•
	b. The drainage system within the site (for sewage, ordinary waste, storm water, etc.)	•	
	4) Gas Supply		
	a. The city gas main to the site		•
	b. The gas supply system within the site	•	
	5) Telephone System		
	a. The telephone trunk line to the main distribution frame/panel (MDF) of the building		•
	b. The MDF and the extension after the frame/panel	•	
	6) Furniture and Equipment		
	a. General furniture		•
	b. Project equipment	•	
8	To bear the following commissions applied by the bank in Japan for banking services based upon the Bank Arrangement (B/A):		
	1) Payment of bank commission		•
9	To ensure prompt unloading and customs clearance at the port of disembarkation in the recipient country		
	1) Marine or air transportation of the products from Japan or third countries to the recipient	•	
	2) To exempt or bear tax and customs clearance of the products at the port of disembarkation		•
	3) Internal transportation from the port of disembarkation to the project site	•	
10	To accord Japanese nationals and / or nationals of third countries, including persons employed by the agent whose services may be required in connection with the Components such facilities as may be necessary for their entry into recipient country and stay therein for the performance of their work.		•
11	To ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the recipient country with respect to the purchase of the Components and to the employment of the Agent will be exempted by the Government of recipient country		•
12	To maintain and use properly and effectively the facilities that are constructed and the equipment that is provided under the Grant.		•
13	To bear all the expenses, other than those covered by the Grant and its accrued interest, necessary for the purchase of the Components as well as for the agent's fees.		•
14	To ensure environmental and social consideration for the Programme.		•


 R ypr

Terms of Reference of the Consultative Committee (Provisional)

1. To confirm an implementation schedule of the Programme for the speedy and effective utilization of the Grant and its accrued interest.
2. To discuss the modifications of the Programme, including modification of the design of the facility.
3. To exchange views on allocations of the Grant and its accrued interest as well as on potential end-users.
4. To identify problems which may delay the utilization of the Grant and its accrued interest, and to explore solutions to such problems.
5. To exchange views on publicity related to the utilization of the Grant and its accrued interest.
6. To discuss any other matters that may arise from or in connection with the G/A.

1

Q.
A. you