

法規名稱：AGREEMENT ON INFRASTRUCTURAL ASSISTANCE BETWEEN THE REPUBLIC OF CHINA AND THE REPUBLIC OF MACEDONIA

簽訂日期：民國 88 年 10 月 20 日

生效日期：民國 88 年 10 月 20 日

The Government of the Republic of China and the Government of the Republic of Macedonia (hereinafter referred to separately as "the ROC" and "the ROM" respectively, and jointly as "the Parties"),

Mindful of the need for small Infrastructural development in the Republic of Macedonia, and Desirous of further cementing the friendly ties existing between them, Have agreed as follows:

Article 1

Scope and Nature of Assistance

- (1) The ROC shall assist in ten (10) Infrastructural projects in the Republic of Macedonia, selected after consultation by both Parties as detailed in the Annex to this Agreement.
- (2) The total assistance expressed in monetary terms shall be Ten and a Half Million United States Dollars (US\$10,500,000.00), as a grant in aid of economic development by the ROC to the ROM.
- (3) The ROM shall undertake to make up any difference should the total cost of the selected 10 projects exceed the amount in the previous paragraph.
- (4) The Parties shall each be responsible for administrative expenses, including travel and other out-of-pocket expenses, relating to projects under this Agreement. No salary or allowance, including those for temporary personnel, or similar supporting cost, including international travel, may be charged by either Party against aid funds under this Agreement.

Article 2

EXECUTIVE AND IMPLEMENTING AGENCIES

- (1) The ROC designates the Embassy of the Republic of China in Skopje (herein-after referred to as "the ROC Embassy") and the International Cooperation Development Foundation (hereinafter referred to as "ICDF"), including its Technical Mission attached to the ROC Embassy, as its executive agencies under this Agreement.
- (2) Macedonia designates its Ministry of Development (hereinafter referred to as "MOD") and the Embassy of the Republic of Macedonia in Taipei (hereinafter referred to as "the ROM Embassy") as its executive agencies under this Agreement.
- (3) Depending on the nature of individual projects, the ROM may designate a relevant ministry, or its regional unit, local

selfgovernment, public enterprise as the Implementing Agency (hereinafter referred to as "Implementing Agency") of a particular project. The Implementing Agency shall be responsible for carrying out the project from beginning to end including, inter alia, awarding of contract, supervising the contractors, and rendering final account of all expenses.

Article 3

GUIDELINES OF ASSISTANCE

- (1) The ROM agrees that the grants in aid under this Agreement shall be administered in an open and accountable manner, in accordance with all its laws and regulations governing invitations to bid, awarding of contract, foreign exchange control, and payment schedule.
- (2) When a project is administered by an Implementing Agency, the ROM agrees that the same principles stipulated in the above paragraph shall be strictly observed. The ROM shall take immediate legal action against an Implementing Agency and its personnel should any irregularity occur, and thereby recover funds lost or inappropriately spent..
- (3) The ROM agrees that representatives of the ROC Embassy and the ICDF shall have access to the books and documents of its Executive and Implementing Agencies relating to projects under this Agreement, and may visit the sites at any time to verify the progress.

Article 4

INFORMATION ON PROJECTS

- (1) The ROM agrees that for all projects listed in the Annex, the ROC Embassy shall be given full information, including technical data, estimated price or cost, and expected benefit to the ROM economic development, for their justification. Where the ROC deems that more information is needed, the ROM agrees to furnish them without reserve.
- (2) The ROC shall speedily review all information furnished by the ROM and indicate its consent for estimated expenses, so as not to delay the progress of any project.

Article 5

PROCUREMENT OF GOODS & SERVICES

- (1) The ROM agrees that the quantity and quality of goods and services required for a project shall be consistent with the objectives of the project.
- (2) Where the quality, price, and timely delivery are equal or reasonably comparable, the goods produced or originated in the Republic of Macedonia shall be given first consideration .
- (3) For procurement of goods not produced in the Republic of Ma-

- cedonia, the ROM shall afford all eligible international bidders, including those from the Republic of China, adequate notification and equal opportunity to bid on a competitive basis.
- (4) The ROC Embassy shall be consulted before the awarding of a contract for goods not produced and/or services available in the Republic of Macedonia.

Article 6

RELEASE OF FUNDS

- (1) The ROC Embassy shall establish a special account denominated in United States dollars with the Skopje Representative Office of the International Commercial Bank of China (hereinafter referred to as "ICBC"), into which all aid funds received from the ROC shall be deposited. This special account may be opened at the National Bank of the Republic of Macedonia, before the ICBC Representative Office in Skopje officially opens for business.
- (2) Before the implementation of each separate project, an implementation schedule shall be submitted by the MOD to the ROC Embassy, for both parties to reach agreement on a disbursement schedule.
- (3) Funds for each project shall be released in stages, in accordance with the implementation progress, and as agreed upon between the ROC Embassy and MOD.
- (4) Upon the receipt of proper documentation from MOD, the ROC Embassy shall pay the requested amount directly to the suppliers or contractors. Only in the case of payments less than 100,000 Denars each, may such payments be made in care of Implementing Agencies.
- (5) For Project No. 10, "Subsidy to Local Governments for Basic Infrastructural Projects in Economically Under-developed Areas" in the Annex, the ROC Embassy will open a special account, entitled "Financial Aid from the Republic of China" for MOD, within the National Bank of the Republic of Macedonia. MOD shall submit a drawdown request supplemented with proper documents showing what local projects are ready for implementation. Thereupon the ROC Embassy shall disburse the first payment of twenty percent (20%) of funds allocated for Project No. 10 into the account. For all subsequent drawdowns, proper documents shall be submitted to prove that more than seventy percent (70%) of funds in the account have already been disbursed, and that the use of these funds has been in accordance with the appropriate implementation of the project and consistent with their stated purpose.

Article 7

CHANGE OR SUBSTITUTION OF PROJECT

- (1) No part of any project listed in the Annex may be changed or altered without the consent of the ROC. Any fund disbursed by the ROM without such consent shall be reimbursed to the special account as specified in Paragraph (1) of Article 6.
- (2) Any change or substitution of a project shall first be discussed between the Parties through normal diplomatic channel and confirmed in writing before it may be implemented.

Article 8

PERIOD OF VALIDITY & SETTLEMENT OF DISPUTE

- (1) This Agreement shall enter into force on the date of signature thereof and remain valid until all ten projects listed in the Annex have been completed and all special bank accounts have been closed.
- (2) Any dispute arising from interpretation of this Agreement shall be settled by consultation between the Parties through normal diplomatic channels.
- (3) This Agreement may, at the request of either Party, be revised by mutual consent.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in Skopje on this 20th day of October 1999, in duplicate in the Macedonian, Chinese and English languages, all three texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA
PETER P. C. CHENG
MINISTER, EMBASSY OF ROC

FOR THE GOVERNMENT OF
THE REPUBLIC OF MACEDONIA
MILIJANAN B. DANEVSKA
MINISTER OF DEVELOPMENT