



ព្រះរាជាណាចក្រកម្ពុជា
ជាតិ សាសនា ព្រះមហាក្សត្រ

ក្រសួងសេដ្ឋកិច្ច និង កិច្ចការណ៍

លេខ ០០២ សហវ.

រាជក្រឹត្យក្រោមពេញ និង ០៩ និង នូវការ ន្ទៃ ២០១០

និទ្ទេសាធារណៈការប្រាក់ប្រាក់នៃការអនុវត្តន៍

ឈ្មោះ : ឈោន H'NG CHUN HSIANG

ក្រសួងសេដ្ឋកិច្ច និង កិច្ចការណ៍ ក្រសួងសេដ្ឋកិច្ច

អាសយដ្ឋាន : ភោជន៍ក្រោមសាលីទី ៤, ផ្ទះជាតិលេខ ៨, ឈូកកែវ, ខណ្ឌកែវ, រាជធានីភ្នំពេញ,
ការដារនិក្រោមពេញ ក្រោមការប្រាក់ប្រាក់

ទូរសព្ទ : ៨៥៥ ២៣ ៤២៥ ៩៩០

យោង :

- (ក) ឯកសារព្រម លេខ ០៩ សប្តាហ៍ ចុះថ្ងៃទី ២០ នីមួយនាទី ២០១០ ដោយលម្អិតអនុមាលនាប៊ត់ពោជន៍
ទី១ សែន ពាយករដ្ឋមន្ត្រី និងប្រាក់ប្រាក់ក្រោមក្រសួង (ឯិទិនិមិត្តប្រជាធិបតេយ្យ) ។
- (ខ) គិត្យប្រាក់ប្រាក់អគ្គន័យប្រជាធិបតេយ្យ (IA) ចុះថ្ងៃទី ២០ នីមួយនាទី ២០១០ ដោយលម្អិតបានប្រាក់ប្រាក់ រាជរដ្ឋ
ការដារនិក្រោមពេញ ដែលត្រូវបានដោយ នគរបាល ក្រសួងសេដ្ឋកិច្ច និង និទ្ទេសាធារណៈ «ក្រស.ន.ខ.ស»
និង ក្រសួងសេដ្ឋកិច្ច និង កិច្ចការណ៍ ក្រសួងសេដ្ឋកិច្ច (Cambodian Transmission Limited)
«ក្រសួងសេដ្ឋកិច្ច» ។
- (គ) អគ្គន័យក្រសួងសេដ្ឋកិច្ច ដោយក្រោមក្រសួងសេដ្ឋកិច្ច និង នគរបាល និង និទ្ទេសាធារណៈ «ក្រស.ន.ខ.ស»
លេខ ជីស/កកត/០៣៩៩/៩០ ចុះថ្ងៃទី ០៩ នីមួយនាទី ១៩៩៦ មានការិយាល័យជំរីសំខីរ នៅលើ
ថ្ងៃទី ១៩ សប្តាហ៍ក្នុង ខណ្ឌកែវ និងប្រាក់ប្រាក់ក្រោមក្រសួង ក្រោមការប្រាក់ប្រាក់ ការបំបញុយទាំងអ្នក
ប្រើប្រាស់ និងអ្នកដែលបានអនុញ្ញាតឱ្យចូលសិទ្ធិ «អ.ស» ដែលបានចុះកិច្ចប្រាក់ប្រាក់និងអគ្គន័យ
(PTA) ជាមួយ ក្រសួងសេដ្ឋកិច្ច ចុះថ្ងៃទី ២០ នីមួយនាទី ២០១០ ។

ដើម្បីធ្វើឱ្យដោយ ក្រសួង ស្របតាមភីចូរមាប្រឈមនេះ ដើម្បីប៉ែនពាល់ ប្រជុំទាល់សិទ្ធិរាល់ ក្រសួង
គុមារធ្វើសំណើថ្មីម ប្រជុំនៅម៉ោង ចំពោះវិភាគប្រតិ មិនបានទូទាត់ដោយម៉ោង។

ទីក្រោកទៅមអស់ ដើម្បី ក្រសួង ក្រសួងទាត់បាយិតបាននេះ ត្រូវបង់បាយអស់ចូលក្នុងការងារនៅក្នុង
នៅក្នុងក្រសួងរាជរាជក្រកម្ពុជា ដើម្បី ក្រសួង ក្រសួង បាយកំណត់ ជាមួយនាមរាជរាជក្រកម្ពុជា ក្រសួង។

៤. រាយការធ្វើសំណើស្ថុទូទាត់ដោយមួយ ដោយអនុញ្ញាមភាមិនិតបាននេះ ត្រូវធ្វើឱ្យបាយិតបាយ៖ អ្នករត់សំបុត្រ
ប្រជាមួយ៖ បុគ្គល ដើម្បីជាមិនចូលបានការអនុញ្ញាតស្របបញ្ជាប់ របស់ ក្រសួង នៅការិយាល័យបស់
ក្រសួង និងក្រសួងបំផុតជាមួយនូវិនិតបញ្ចាក់ ដើម្បីទទួលខាបោយមត្តិ ដើម្បីទទួល
ការអនុញ្ញាតស្របបញ្ជាប់ របស់ ក្រសួង ដោយត្រូវកិច្ចរាយដោយម៉ោងម៉ោង ដោយបញ្ចាក់ថា :

“រួចរាល់ សុមារាងកំចាត់” :

(១) ក្រសួង នៅចុះការ ពេទេទិន្នន័យ «ក្រសួង» នៅធ្វើសំណើថា ក្រសួង
សេដ្ឋកិច្ច និងបិរញ្ញាណ «ក្រសួង» ក្នុងទីក្រោក..... {បញ្ចូលទីក្រោក}

ជាមួយនាមរាជរាជក្រកម្ពុជា និងិនិតបានរបស់រាជរាជក្រកម្ពុជាដែលទូទាត់ ឬ ដោយ
..... និង ក្រសួង និង ក្រសួង រាយការ ក្រសួង ។

(២) ចំនួនទីក្រោកកំណត់ខាងលើ តិចនៃពេទេទិន្នន័យ (ក្រ.ទ.ន.៩ ប.ន.) ស្របតាម
ភីចូរមាប្រឈមបញ្ជីអគ្គិសនី បុរិចូរមាប្រឈមអនុវត្តន៍យោង រាយការ ក្រសួង និង
ក្រ.ទ.ន.៩ ប.ន និងពុំមានថ្វីកណាមួយនៃទីក្រោក ដើម្បីបញ្ចាក់ខាងលើ
ជាកម្មវិធីនៃជាម្លោះ រាយការ ក្រ.ទ.ន.៩/ប.ន និង ក្រសួង ។

(៣) សំណើស្ថុទូទាត់ ក្រ.ទ.ន.៩/ប.ន ជាបាយធម្មណុវត្តន៍យោង និងធ្វើឱ្យបាន ។

(៤) ចំនួនទីក្រោកនេះ នៅពីរទីនៃទូទាត់ដោយ ក្រ.ទ.ន.៩/ប.ន រហូតដែលធ្វើនេះ ។

៥. ក្រសួង សូមអនុវត្តន៍យោង និងជាតុះ នៅថ្ងៃនេះ៖

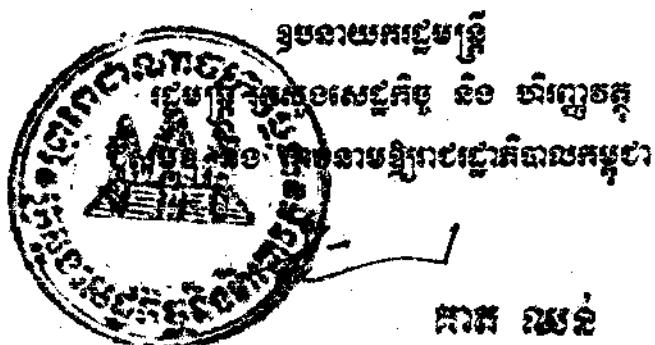
ក្រសួង មានសិទ្ធិពេញលេញ និងការអនុញ្ញាតស្របបញ្ជាប់ នូងការចូលរួមការង្រួច្រាស ការង្រេះហានុយោង និង
ការប្រកល់ ប្រាមទំនើបតិបត្តិ និងរាយការ ការងារក្នុងក្រសួង និងជាន់ការង្រេះហានុយោង ។

និនិតបាននេះ ជាការង្រួច្រាសស្របបញ្ជាប់ មានសុពលភាព និងប្រសិទ្ធភាព និងជាន់ការង្រេះហានុយោង ដើម្បី
ក្រសួង ក្រសួង អនុវត្ត អនុលោមភាមរាយក្រុងបស់ិនិតបាននេះ ។

១៧. ជីវិតភាពនេះ ត្រូវដឹងកំណត់ថានៅពេលបញ្ចប់កិច្ចប្រមឈរព្រៃសអនុវត្តតម្លៃ និងកិច្ចប្រមឈរព្រៃសបញ្ជីអតិថិជន ប្រសិទ្ធភាពការនៅ ហើយនៅក្បារការជាមនុសា ហើយ ហេតុដឹងទេ ការរៀបចំជាមោលទូលារិករាយ មាមយុទ្ធសាស្ត្រ ជួលកក ឬគិតជាតាម ត្រូវកែវតម្លៃមុនពេលជួលកកជាមនុសា។

៩៣. ជីវិតជាការណ៍ និងចុលបានរាយការ និងមានស្របតាមអ្នកទេរាប់ពេល បញ្ជាក់ថីទួលិនិភ័យការអនុម័ត ពីភ្នាព់
និភិប្តាលិ នៃប្រជាពលរដ្ឋកម្ពុជា។

សមាគក ទទួលទៅការស្រឡាញរបៀបនេះ ដ៏ត្រាងប្រចាំអាយុរដ្ឋាន អតិថិជ្ជ



卷之二

ପ୍ରକାଶକ

- ក្រសួងព្រះមហាក្សត្រ
 - អគ្គនាយកដៃការជ្រាវក្រើនូលកា
 - អគ្គលេខាធិការជ្រាវរដ្ឋូលកា
 - ក្រសួងក្រោមក្រសួងកម្មការអនុវត្តន៍
 - នគរបាលនគរបាល នគរបាល
 - ក្រសួងការរោងចក និងសហប្រព័ន្ធដំណឹងអនុវត្តន៍
 - ក្រសួងសេដ្ឋកិច្ច និង ចាយតាម
 - ទួនកាលធម៌អគ្គមហាផលទេសទីក្រុង ឱ្យ នៃនៅ
នាយកដ្ឋាន នគរបាល និងក្រសួងកម្មការអនុវត្តន៍
 - អគ្គនាយកដ្ឋាន
 - ក្រសួង - ការសារ



ព្រះរាជាណាចក្រកម្ពុជា
ជាតិ សាសនា ព្រះមហាក្សត្រ
KINGDOM OF CAMBODIA
Nation Religion King

ក្រសួងសេដ្ឋកិច្ច និង ទេស្ថភាព
MINISTRY OF ECONOMY AND FINANCE

Nº ០០១ MEF/ DIC

Phnom Penh, February 08, 2010

GOVERNMENT GUARANTEE OF PAYMENTS

MR. H'NG CHUN HSIANG
Cambodian Transmission Limited.
Power Plant #2, Route 2, Chak Angre Leu District, Khan Meanchey,
Phnom Penh, Kingdom of Cambodia.
Facsimile: 855 23 425 990.

Dear Sir,

We refer to:

- (A) Delegation of Full Power No. 07 DFP dated 20 January 2010 by Samdech Akka Moha Sena Padei Techo HUN SEN, Prime Minister of the Kingdom of Cambodia. (please see attachment 1)
- (B) The Implementation Agreement ("IA") dated 20 January 2010, entered between the Royal Government of Cambodia ("RGC") represented by Minister of Ministry of Industry, Mines, and Energy ("MIME") and Cambodian Transmission Limited (the "Company").
- (C) ELECTRICITÉ DU CAMBODGE, a wholly state-owned limited liability enterprise incorporated by Royal Decree No. CHS/RD/0396/10 of the RGC dated 9 March 1996, with its principal office located at Street 19, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Kingdom of Cambodia, including its successors and permitted assignees ("EDC") has entered into a Power Transmission Agreement ("PTA") with the Company dated 20 January 2010.
- (D) The Royal Government of Cambodia agreed to provide: (i) guarantee on the payment for PTA charges for use of 100% of the Project in the event of non-payment by EDC; and (ii) guarantee on the payment on the termination in accordance with PTA and/or IA in the event that the Company is unable to operate the Project arising from the Political Force Majeure Events.

- (E) It is a requirement of the Implementation Agreement in accordance with Section 4.8 of the IA, the Minister of Economy and Finance ("MEF") on behalf of Royal Government of Kingdom of Cambodia (the "Guarantor") has agreed to enter into this Guarantee of the payment obligations of EDC/MIME under the PTA and IA.

We hereby guarantee that:

1. The Guarantor hereby irrevocably and unconditionally guarantees and promises to pay to the Company any and every sum of money which is due and owed by MIME or EDC to the Company under the IA or PTA that MIME or EDC has failed to pay in accordance with the terms of the IA or PTA.
2. This Guarantee shall be a continuing security and accordingly, shall extend to cover the balance due to the Company at any time from MIME or EDC under the IA or PTA, notwithstanding any notice of termination or the liquidation or other incapacity or any change in Royal Decree concerning MIME or EDC or in the name or style thereof or any settlement of account or other matter whatsoever.
3. Before taking steps to enforce this Guarantee and demand payment from the Guarantor, the Company shall be obliged only to make demand in writing for payment from MIME or EDC. After 60 (sixty) Days from the date of the invoice(s) as specified in Section 11.1 of the PTA or any payment demand from the Company to MIME or EDC being received by EDC or MIME, the Company may notify the Guarantor in writing that payment from MIME or EDC is overdue and make a demand for payment from the Guarantor under this Guarantee, and the Guarantor shall make payment within 30 (thirty) Days. The Guarantor's late payment hereunder shall bear interest at an annual rate of LIBOR plus 3% (three percent). And no demand made by the Company hereunder shall prejudice or restrict the right of the Company to make further or other demands against any other unpaid invoice(s).

All sums payable by the Guarantor under this Guarantee shall be fully paid to the bank account designated by the Company in the Kingdom of Cambodia in US Dollars to the Company.

4. Any demand for payment made pursuant to this Guarantee shall be made by courier or in person by a duly authorized officer of the Company at the Guarantor's offices and shall be accompanied by a certificate signed by a duly authorized officer of the Company stating, without the obligation to substantiate, that:

"We hereby certify that:

(1) Cambodian Transmission Limited (the "Company") is making this demand on the Ministry of Economy and Finance (the "Guarantor") in the amount of U.S. Dollars [insert amount] in accordance with the Section 1 of the Guarantee dated between the Guarantor and the Company;

(2) The amount specified above is due and payable by [EDC or MIME] under the PTA/IA between the Company and EDC/MIME and no part of the amount specified above is the subject of a dispute between the EDC/MIME and the Company;

(3) Demand in writing for payment from MIME/EDC has been made;

(4) Such amount, on the date hereof, remains unpaid by MIME/EDC." 

5. The Guarantor represents and warrants that, as of the date hereof:

The Guarantor has full power, authority, and legal right to incur the obligation, to execute and deliver, and to perform and observe the terms and provisions of this Guarantee.

This Guarantee constitutes legal, valid, binding, and enforceable obligations of the Guarantor in accordance with its terms.

All necessary action has been taken, and all approvals required have been obtained, under the Laws of the Kingdom of Cambodia to authorize the execution, delivery, and performance of this Guarantee.

The obligations and covenants of the Guarantor in this Guarantee constitute unconditional obligations of the Guarantor, for the performance of which the full faith and credit of the Guarantor is pledged.

The Guarantor unconditionally and irrevocably agrees that the execution, delivery, and performance by it of this Guarantee constitute commercial acts rather than public or governmental acts and such Guarantee constitutes our unconditional and irrevocable direct obligation.

Should any proceedings be brought against it or its assets in any jurisdiction in relation to this Agreement, no immunity from such proceedings shall be claimed by or on its behalf or with respect to its assets which it now has or may acquire in the future.

6. This Guarantee shall remain in full force and effect from the Construction Commencement Date until the termination of the term of the IA or PTA and for so long thereafter as any amount owed to the Company by EDC in connection with such term is or may be outstanding. However, such Guarantee on PTA Charges in the event of non-payment by EDC for the use of capacity of the Project shall be applicable from the Commercial Operation Date (COD) of the Project.

7. No failure or delay by the Company to exercise any right or remedy under this Guarantee shall constitute a waiver of that right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by the Company shall be effective unless it is in writing.

The rights and remedies of the Company provided by this Guarantee are cumulative and not exclusive of any rights or remedies provided by law.

8. All notices or other communications (together "Notices") to be given or made hereunder shall be in writing, shall be addressed for the attention of the person indicated below and shall be delivered personally or by courier. All Notices shall be deemed delivered:

(a) When presented personally, or

(b) Upon the day of duly recorded and receipted delivery by a recognized international document courier, addressed to the receiving Party, at the address indicated below (or such other address as such Party may have specified by notice delivered to the delivering Party at its address or facsimile number specified below).

The address for service of Notice shall be:

For the Guarantor:

Attention: H.E. Minister, Ministry of Economy and Finance
 Address: Ministry of Economy and Finance
 Street No.92, Sangkat Wat Phnom
 Khan Daun Penh, Phnom Penh
 Kingdom of Cambodia
 Facsimile: 855 23 427 798

For the Company:

Address: Power Plant #2, Route 2, Chak Angre Leu District, Khan Meanchey,
 Phnom Penh, Kingdom of Cambodia.
 Attention: Managing Director
 Facsimile: 855 23 425 990

or such other addresses as either Party may have notified to the other Party.

9. The Guarantor shall not assign or transfer all or any part of its rights or obligations hereunder without the prior written consent of The Company, and the Company shall not assign or transfer all or any part of its rights or obligations hereunder without the prior written consent of the Guarantor. Notwithstanding the provision of the immediately preceding sentence, for the purpose of development or permanent financing of the Project, the Company may assign or create a security interest over its rights and interests in and to this Guarantee in favor of the Lenders. This Guarantee shall be binding upon and inure to the benefit of the Guarantor and the Company and the respective successors and permitted assignees of each Party.
10. The rights and obligations of the Guarantor and the Company under or pursuant to this Guarantee shall be governed by and construed according to the English Laws, which shall also be the procedural law governing any arbitration.

If there is any dispute or difference of any kind whatsoever arising out of or in connection with this Guarantee, the Guarantor and the Company shall attempt for a period of 30 (thirty) days after the receipt by one Party of a notice from the other Party of the existence of the dispute to settle such dispute through mutual amicable discussions. Should such dispute cannot be resolved through mutual amicable discussions, then it shall be submitted to the Singapore International Arbitration Center for arbitration in accordance with the arbitration rules of the Singapore International Arbitration Center. And if there are discrepancies between this clause and the rules of the Singapore International Arbitration Center, this clause shall govern. The award rendered shall be in writing and shall be final, conclusive and binding upon the Guarantor and the Company and award thereon may be entered in any Cambodian court having jurisdiction for its enforcement. Such Parties shall execute and perform the award and each Party hereby irrevocably waives any right it may have to contest the validity of such award or the jurisdiction of the arbitration tribunal to hear any reference to arbitration to which this Guarantee applies. Any payment under arbitration award shall be payable in U.S. Dollars. The costs of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration tribunal. The Party that is responsible to pay an arbitration award shall pay interest at a rate of LIBOR plus 3% (three percent) to the other Party in receipt of such arbitration award from the due date for the payment of such award until the date of payment of such award.

11. The capitalized terms used but not defined in this Guarantee shall have the meanings given to them in the Power Transmission Agreement.

If one or more provisions contained in this Guarantee is held or found to be invalid, illegal, or unenforceable in any respect, the provision(s) shall be given effect to the extent permitted by law and the invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

Subject to mutual agreement, no set-off, counterclaim, reduction, or diminution of any obligation that the Guarantor has or may have against the Company shall be available to the Guarantor against the Company in connection with any obligation of the Guarantor to the Company under this Guarantee.

12. This Guarantee shall expire upon the termination of the IA and PTA if no claim has been made and remains outstanding hereunder and any written demand made to us by you hereunder must therefore be received by us before that time.

13. This Guarantee shall become in full force and effective on its ratification by legislatures of the Kingdom of Cambodia.



KEAT CHHON 
Deputy Prime Minister,
Minister of Economy and Finance,
Acting on behalf of the Royal Government of Cambodia

CC:

- Ministry of Royal Palace
- Secretariat of Senate
- Secretariat of National Assembly
- Council for the Development of Cambodia (CDC)
- Office of Council of Ministers
- Ministry of Foreign Affairs and International Cooperations
- Ministry of Industry, Mines, and Energy
- Cabinet of Semdech Akka Moha Sena Padei Techo HUN SEN, Prime Minister of Kingdom of Cambodia.
- Electricite du Cambodge (EDC)
- File