

## Part B - Specific Provisions

以下の各条項は、案件内容に応じて規定する条項のみ残し、該当しない場合は削除します。

*[Specific Provisions of the Particular Conditions (“PC”) are intended to address country, project, and contract specific requirements not covered by the General Conditions (“GC”). Whoever drafts the Specific Provisions should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones. The Standard Specific Provisions prepared by JICA and inserted in this Part B of the PC **shall be used without modification.**]*

### **Sub-Clause 1.6 (Effectiveness of Contract Agreement)**

*[When applicable, the other effectiveness conditions shall be indicated.]*

契約署名以外の発効条件を規定する必要がある場合に記載します。

### **Sub-Clause 1.13 (Compliance with Laws)**

*[When applicable, any exception other than stated in the E/N and G/A shall be indicated.]*

E/N、G/A で規定している以外に、法律の遵守の例外があれば記載します。

### **Sub-Clause 1.17 (Construction Quality Control Meeting)**

*[The following Sub-Clause shall be added if the Construction Quality Control Meeting shall be organized for the Project.]*

Following Sentence(s) shall be added as Sub-Clause 1.17:  
“The Construction Quality Control Meeting (CQC Meeting) shall be held for quality assurance and smooth implementation of the Works at each stage of the Works in accordance with The Standard Procedure for Construction Quality Control Meeting prepared by JICA.”

品質管理会議の対象案件については、左記の文言を記載し、開催予定スケジュール及び場所を記載します。

*[Insert the schedule and the venue of the CQC Meeting.]*

**Sub-Clause 4.6  
(Client's Personnel)**

*[When applicable, any exception of obligation of the Client's Personnel and the Client's other contractors on the Site shall be indicated.]*

発注者の要員及び発注者と契約しているその他の受注者に関し、4.6の義務の例外する場合、例外の詳細を記載します。【通常は削除】

**Sub-Clause 5.1  
(Consultant's Duties and Authority)**

*[When applicable, the details of requirements concerning the Client's approval under Sub-Clause 5.1(7) shall be indicated.]*

コンサルタントの権限行使に際し、発注者の事前承認を要する要件（対象となる権限を含む）の詳細について規定します。【通常は削除】

**Sub-Clause 6.1  
(Contractor's General Obligations)**

*[When applicable, any exemption of the obligation of the Contractor under Sub-Clause 6.1(7) shall be indicated.]*

受注者が設計する場合に関連し、受注者の義務免除を定める場合、その免除の詳細を記載します。【通常は削除】

**Sub-Clause 6.1  
(Contractor's General Obligations)  
Exhibit 6.1.7  
(Health and Safety)**

*[When applicable, describe the details.]*

6.1.7 (4) において、HIV-AIDS 及び性感染症予防措置を要求する場合、その詳細を定めます。

① 入札図書 (22. Bid Price below Minimum Price に該当し調査の結果、必要と判断され、JICA が適当とみなす場合)、又は②調達ガイドラインで定める要件を満たす場合で、履行保証を瑕疵通知期間まで延長するとしている場合に、上記の内容を記載します。

**Sub-Clause 6.2  
(Performance  
Security)**

*[The following Sentence shall be replaced if applicable under the bidding documents for the Project or the Applicable Guidelines. ]*

Replace “the issuance of the Certificate of Completion of the Works by the Consultant with the approval of the Client subject to Sub-Clause 8.2” of Sub-Clause 6.2(2) with “the end of the Defect Notification Period defined in Sub-Clause 11.1(2).”

**Sub-Clause 6.4  
(Subcontractors)**

*[When applicable, the details of exceptions to the Contractor’s obligation concerning Subcontractors under Sub-Clause 6.4(3) shall be indicated.]*

下請に関する受注者の義務の例外について定める場合、例外の詳細を記載します。【通常は削除】

**Sub-Clause 6.16  
(Transport of Goods)**

*[When applicable, the details of exception to the Contractor’s obligation concerning transport of Goods under Sub-Clause 6.16 shall be indicated.]*

物資の輸送に関する受注者の義務の例外について定める場合、例外の詳細を記載します。【通常は削除】

**Sub-Clause 6.21(1)  
(Progress Reports)**

*[When applicable, the details of exception to the Contractor’s obligation concerning preparation of progress reports under Sub-Clause 6.21(1) shall be indicated.]*

進捗報告書の部数を6部以外とする場合、部数を記載します。

**Sub-Clause 6.22  
(Security of the Site)**

*[When applicable, the details of exception to the Contractor’s obligation concerning security of the Site under Sub-Clause 6.22 shall be indicated.]*

現場の安全に関する受注者の義務の例外について定める場合、例外の詳細を記載します。【通常は削除】

着工条件について、(a)～(c)の条件の充足が原則となります。これ以外の条件を付す場合、逆に、例外的に(a)～(c)を条件としない場合は、追加条件の詳細又は除外条件を記載します。

**Sub-Clause 7.1**            *[When applicable, additional conditions or exception of the*  
**(Commencement of Works)**    *commencement of the Works shall be indicated.]*

**Sub-Clause 7.4(6)**        *[When applicable, any exception of transfer of the ownership*  
**(Manner of Execution and Other Related Matters)**    *shall be indicated.]*

**Sub-Clause 7.4(7)**        *[When applicable, any exception of payment of such royalties,*  
**(Manner of Execution and Other Related Matters)**    *rents and others shall be indicated.]*

Plant 又は Material の所有権移転の例外について定める場合、例外の詳細を記載します。【通常は削除】

天然資材の採取（土取り場を含む）、廃棄物処分（土捨て場を含む）を受注者負担しない場合の詳細を記載します（G/A で定める場合を除く）。

**Sub-Clause 7.8  
(Delay Damage)**

*[The following Sub-Clause should be added after Sub-Clause 7.7 if applicable under the bidding documents for the Project.]*

Following sentences shall be added as Sub-Clause 7.8:

“(1) If the Contractor fails to comply with Sub-Clause 7.2 *[Time for Completion]* due to reasons for which the Contractor is mainly responsible, the Contractor shall, subject to notice from the Client under Sub-Clause 18.1 *[Client’s Claims]*, pay delay damages to the Client for this default at zero point one percent (0.1%) of the Contract Price per day between the relevant Time for Completion and the date stated in the Certificate of Completion of the Works. However, the total amount due under Sub-Clause 7.8(1) shall not exceed ten percent (10%) of the Contract Price.

(2) The delay damages under Sub-Clause 7.8(1) shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 13.2 *[Termination by the Client]* prior to completion of the Works. The damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.”

入札図書（22. Bid Price below Minimum Priceに該当し調査の結果、必要と判断され、JICAが適当とみなす場合）で定める要件を満たす場合で、遅延損害を明記する場合、左記の文章を記載します。

**Sub-Clause 16.2  
(Insurance for  
Works and  
Contractor's  
Equipment)** *[When applicable, the exception to the Contractor's insurance under Sub-Clause 16.2(4) shall be indicated.]*

工事保険の例外を規定する場合、例外の詳細を記載します。【通常は削除】

**Sub-Clause 16.3  
(Insurance against  
Injury to Persons and  
Damage to Property)** *[When applicable, the exception to requirements of the Contractor's insurance under Sub-Clause 16.3(3) shall be indicated.]*

第三者保険の例外を規定する場合、例外の詳細を記載します。【通常は削除】

**Sub-Clause 18.3(4)** *[The following Sentence shall be replaced, if applicable.]*

**(Settlement and  
Arbitration)** Replace “Such arbitration shall be international arbitration with proceedings administrated by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration.” of Sub-Clause 18.3(4)

仲裁機関を規定する場合、左記の文章を加筆します。【規定しない場合は削除】

with “Such arbitration shall be international arbitration (1)with proceedings administered by the arbitration institution designated in the Contract Data, and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (2) with proceedings administered by the Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in the Contract Data, with proceedings

administered by the International Chamber of Commerce (ICC)  
and conducted under the ICC Rules of Arbitration.”