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| Particular Conditions (PC) |

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| **Notes on Particular Conditions**  The PC supplements the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the Country, the Buyer, the Consultant, the Project and the Works, and include amendments and additions to the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.  Part A, Contract Data, includes data to complement the GC.  Part B, the Specific Provisions, shall be amendments and additions to the GC. All the provisions stated in this form Part B, which are prepared by JICA, shall be used **without modification**. In addition to such provisions, the Parties shall provide any other provision strictly necessary for the Project.  Clause numbers in the PC correspond to those in the GC.  All italicised text and any enclosed square brackets is for use in preparing the form and should be deleted, together with any square brackets, from the final product. |

**Particular Conditions (PC)**

The following Particular Conditions shall supplement the General Conditions of Contract for Procurement of Equipment (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

**Part A - Contract Data (CD)**

| **Items** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| **Applicable Guidelines** | 1.1(1) | Procurement Guidelines for the Japanese Grants (Type I) (January 2016)  *[Insert the name and the date of issuance of the Guidelines applicable to this Contract.]* |
| **Latest date for submission of the Letter of Bid** | 1.1(3) | *[Insert the latest date for submission of the Letter of Bid.]* |
| **Chief Consultant’s name** | 1.1(7) | *[Insert Chief Consultant’s name.]* |
| **Consultant’s name and address** | 1.1(10) | *[Insert Consultant’s name and address.]* |
| **Project Site’s name(s)** | 1.1(37) | *[Insert Project Site’s name(s) of each category. If not applicable, insert N/A in the relevant category listed below. If the Project Site differs depending on each component of the Works, specify the type of component in each Project Site.]*  The place(s) of delivery:  The place of execution of the Installation Works:  The place of execution of the Operation Training: |
| **Electronic transmission systems** | 1.3(1)(a) | *[Insert electronic transmission systems.]* |
| **Address for the recipient’s communications** | 1.3(1)(b) | The addresses are:  Buyer:  Address  Attention:  Facsimile:  E-mail:  Supplier:  Address  Attention:  Facsimile:  E-mail: |
| **Governing Law** | 1.4(1) | *[Insert name of governing law.]* |
| **Language** | 1.4(3) | *[Insert name of the Language.]* |
| **Requirement of notices etc.** | 1.9 (b) | *[Describe the specified notice, permits, and approvals. If not applicable, insert N/A.]* |
| **Scope of Procurement Works** | 2.2 | *[Describe the scope of the Procurement Works depending on the Project in line with the Consultant Agreement.]*  For the details of the Procurement Works, refer to the Specifications. |
| **Scope of Installation Works** | 2.3(1) | *[Describe the scope of the Installation Works depending on the Project in line with the Consultant Agreement. If not applicable, insert N/A.]*  For the details of the Installation Works, refer to the Specifications and Drawings. |
| **Scope of Operation Training** | 2.4 | *[Describe the scope of the Operation Training depending on the Project in line with the Consultant Agreement. If not applicable, insert N/A.]*  For the details of the Operation Training, refer to the Specifications. |
| **Buyer’s responsibilities** | 4.2 | Refer to Appendix 1: a copy of the latest Schedule 4 (Obligations of the Recipient) of the G/A *[Describe any update or supplementary information on Buyer’s responsibility, if any]* |
| **Consultant’s duties and authority** | 5.1(1) | Refer to Appendix 2: Scope of the Service under the Consulting Agreement. |
| **Amount of the Performance Security** | 6.2(1) | *[Insert the amount of the Performance Security.]*  \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) which is equal to the amount(s) of *[insert percentage]* percent of the Contract Price in Japanese Yen. |
| **Insurance for the Procurement Works**  **(Exception to the Supplier’s All Risk Insurance)** | 6.5 (2) | *[Insert the exception to the Supplier’s all risk insurance for Procurement Works including any exclusion of the activities or risk(s). If not applicable, insert N/A.]* |
| **Insurance for the Procurement Works**  **(Specified Risks at Least to be Covered)** | 6.5 (2) | *[Insert risks (other than war, strikes, riots or civil commotion risks) which the Supplier’s insurance shall at least cover for the Procurement Works. If not applicable, insert N/A.]* |
| **Insurance for the Installation Works** | 6.5 (3) | *[Insert the exception to the Supplier’s insurance for Installation Works. If not applicable, insert N/A.]* |
| **Insurance for the Operation Training** | 6.5 (4) | *[Insert the exception to the Supplier’s insurance for Operation Training. If not applicable, insert N/A.]* |
| **Time for Completion** | 1.1(44)  7.2 | *[Insert date of the completion of the Works.]* |
| **Packing of the Equipment** | 7.4(1) | *[Insert the details of method of the packing of the Equipment.]* |
| **Details of Shipment and Delivery** | 7.4(2) | Partial shipment and partial delivery [are/are not] allowed.  The place(s) of delivery is/are: [Project Site/*other place(s) of delivery, if any*]  *[If the place of delivery is not in the Project Site (for example, the Buyer will transport a part or all of the Equipment from the place of delivery to the Project Site), insert the place(s) of delivery.]*  *[Insert any other conditions of the shipment and delivery, including but not limited to:*  *- the method of transportation*  *- expected shipment and delivery date in fixed date or time range, if any].* |
| **Transportation – Trade Terms and the Exception** | 7.4(4) | [CIP/CPT/CIF/ *other trade terms of Incoterms, if any]*  *[If the responsibility for transportation is not in accordance with Incoterms, describe the details of the arrangement of the transportation. If the arrangement of the transportation differs depending on the Equipment, specify each terms.]* |
| **Contract Price** | 1.1(15)  8.1(3) | *[Insert the sum of the Contract Price. The amount shall be separated on the basis of the source of payment (the Grant or other funds of the Buyer).]*  \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*)  Refer to Appendix 3: Payment Schedule  *{For the Project whose budget of the Grant is appropriated in multiple Japanese fiscal years- 国庫債務負担行為案件（国の予算において複数年度で予算計上されている案件）}*  {If the budget of the Grant is appropriated in multiple Japanese fiscal years, refer to Appendix 3: limitation of availability of the Grant.} |
| **Payment Schedule** | 1.1(33)  8.1(3) | Refer to Appendix 3: Payment Schedule. |
| **Search and Inspection by the Consultant during the Warranty Period** | 10.2(1) | *[Insert the following sentence if applicable. If not applicable, insert N/A. Insert the details, if any.]*  The Consultant shall conduct the search and inspection in accordance with Sub-Clause 10.2. |
| **Competent authorities’ name** | 11.2(4) | *[Insert competent authorities’ name to be reported by the Consultant upon the termination. If not applicable, insert N/A.]* |
| **Language for Arbitration** | 14.3(5) | *[Insert English, French, or Spanish.]* |

Attention：JICA will not review the Contract Price not to be covered by the Grant, the breakdown and the payment schedule of such Contract Price.

**Appendix 1: A Copy of Schedule 4 (Obligations of the Recipient) of the G/A**

***[Note****: Attach a copy of the schedule 4 of the G/A for the Project.各案件の実際のG/Aの写しを添付すること。]*

**Appendix 2: Scope of the Service of the Consultant**

***[Note****: Attach the Appendix 1: SCA-2.1[Scope of the Service] of the Consultant Agreement for the Project.各案件の実際のコンサルタント契約のAppendix-1（コンサルタントの業務内容）を添付すること。]*

In the Contract, “the Defect Notification Period” provided in this Appendix is synonymous with “the Warranty Period”.

**Appendix 3: Payment Schedule** *[Example]*

***[Note****: Breakdown of the Contract Price and Payment Schedule shall be specified depending on the contents of the Works and the Project in accordance with the criteria stipulated by JICA.各案件及び機材調達（及び業務）の内容に応じ、JICAの定める基準に従って、支払内訳及び条件を規定すること。]*

1. Breakdown of the Contract Price

1.1 The breakdown of the Contract Price covered by the Grant is as follows:

- Price for Procurement Works

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

- Price for Installation Works

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

- Price for Operation training

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

1.2 The [breakdown/amount] of the Contract Price which is not covered by the Grant is as follows:

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

*[If this 1.2 is not applicable, insert N/A.]*

1. Payment Schedule

Any payment shall be subject to the submission of the Performance Security under Sub-Clause 6.2 (Performance Security) of GC and the Advance Payment Security (if required) under Sub-Clause 8.3 (Advance Payment Security) of GC.

1. Price for Procurement

| Amount of Payment | Terms of Payment | Required Documents for Payment |
| --- | --- | --- |
| \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon shipment | Completion of the shipment of the said Equipment | - Transport document\*  - Signed Commercial Invoice in triplicate  - Packing List in triplicate  - Insurance Policy in duplicate  - An photocopy of Report of Pre-shipment Inspection issued by the Consultant |
| \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon delivery | Completion of the delivery of the said Equipment | - Signed Commercial Invoice in triplicate  - Receipt of the Equipment issued by the Buyer |

\*The following documents are acceptable as the transport documents required for payment, under the condition that such documents cover all the transport for the delivery of the said Equipment:

a) Clean On Board Ocean Bill of Lading, on which “Freight Prepaid” is described in full set,

b) Air Waybill,

c) Multimodal Transport Bill of Lading,

d) Rail Transport Document,

e) Charter Party Bill of Lading, or

f) Truck Transport Document.

(a) In the case of sending one (1) original bill of lading directly to the Buyer, the requirements shall be:

a) Full set less one (1) bill of lading mentioned above; and

b) Supplier's certificate stating that one (1) original bill of lading has been directly sent to the Buyer.

(b) In the case of delivery only by Truck Transport, the receipt of the said Equipment issued by the Buyer shall be attached.

(c) Stale bill of lading is also acceptable as the required documents for payment.

(2) Price for Installation Works

| Stage | Amount of Payment | Terms of Payment | Required Documents for Payment |
| --- | --- | --- | --- |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*)  corresponding to one hundred percent (100%) of the Price for Installation Works | Completion of the Installation Works | The Certificate of Completion for the Installation Works issued by the Consultant and approved by the Buyer |

(3) Price for Operation Training

| Stage | Amount of Payment | Terms of Payment | Required Documents for Payment |
| --- | --- | --- | --- |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*)  corresponding to one hundred percent (100%) of the Price for Operation Training | Completion of the Operation Training | The Certificate of Completion for the Operation Training issued by the Consultant and approved by the Buyer |

*{For the Project whose budget of the Grant is appropriated in multiple Japanese fiscal years- 国庫債務負担行為案件（国の予算において複数年度で予算計上されている案件）}*

1. Breakdown of the Contract Price

1.1 Breakdown of the Works

The end of the following period is not equal to agreed/expected time for achievement of the works corresponding to each stage for Works under Sub-Clause 7.3 (Work Schedule).

Term-1: Period between the signing date of the Contract and the Time for Completion

* Procurement works:

Term-2: Period between the commencement date of Term 2 specified in the G/A and the Time for Completion

* Procurement works:

Term-3: Period between the commencement date of Term 3 specified in the G/A and the Time for Completion

* Procurement works:
* Installation Works
* Operation Training

***[Note****: The breakdown of the Works shall be consistent with the breakdown described in the Consultant Agreement.　タームごとの業務の内訳はコンサルタント契約と一致させること。]*

1.2 Breakdown of the Contract Price

1.2.1 Breakdown of the Contract Price covered by the Grant

The breakdown of the Contract Price covered by the Grant is as follows:

Term-1: Period between the signing date of the Contract and the Time for Completion

- Price for Procurement Works

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

Term-2: Period between the commencement date of Term 2 specified in the G/A and the Time for Completion

- Price for Procurement Works

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

Term-3: Period between the commencement date of Term 3 specified in the G/A and the Time for Completion

* Price for Procurement Works

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

* Price for Installation Works

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

- Price for Operation training

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

1.2.2 [Breakdown / Amount ]of Contract Price which is not covered by the Grant

\*\*\*\*\*\*\*\*\*\*\*\*million\*\*\*\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

*[If this 1.2.2 is not applicable, insert N/A.]*

1. Payment Schedule
2. Price for Procurement Works

| Stage | Amount of Payment | Terms of Payment | Required Documents for Payment |
| --- | --- | --- | --- |
| Term-1 | | | |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon shipment for Term-1 | Completion of the shipment of the said Equipment for Term-1 | - Transport document \*  - Signed Commercial Invoice in triplicate  - Packing List in triplicate  - Insurance Policy in duplicate  - An photocopy of Report of Pre-shipment Inspection issued by the Consultant |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon delivery for Term-1 | Completion of the delivery of the said Equipment for Term-1 | - Signed Commercial Invoice in triplicate  - Receipt of the Equipment issued by the Buyer |
| Term-2 | | | |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon shipment for Term-2 | Completion of the shipment of the said Equipment for Term-2 | - Transport document]\*  - Signed Commercial Invoice in triplicate  - Packing List in triplicate  - Insurance Policy in duplicate  - An photocopy of Report of Pre-shipment Inspection issued by the Consultant |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon delivery for Term-2 | Completion of the delivery of the said Equipment for Term-2 | - Signed Commercial Invoice in triplicate  - Receipt of the Equipment issued by the Buyer |
| Term-3 | | | |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon shipment for Term-3 | Completion of the shipment of the said Equipment for Term-3 | - [Clean On Board Ocean Bill of Lading, on which “Freight Prepaid” is described　in full set]\*  - Signed Commercial Invoice in triplicate  - Packing List in triplicate  - Insurance Policy in duplicate  - An photocopy of Report of Pre-shipment Inspection issued by the Consultant |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon delivery for Term-3 | Completion of the delivery of the said Equipment for Term-3 | - Signed Commercial Invoice in triplicate  - Receipt of the Equipment issued by the Buyer |

\* The following documents are acceptable as the transport documents for payment under the condition that such documents cover all the transport for the delivery of the said Equipment:

a) Clean On Board Ocean Bill of Lading, on which “Freight Prepaid” is described in full set,

b) Air Waybill,

c) Multimodal Transport Bill of Lading,

d) Rail Transport Document,

e) Charter Party Bill of Lading, or

f) Truck Transport Document.

(a) In the case of sending one (1) original bill of lading directly to the Buyer, the requirements shall be:

a) Full set less one (1) bill of lading mentioned above; and

b) Supplier's certificate stating that one (1) original bill of lading has been directly sent to the Buyer.

(b) In the case of delivery only by Truck Transport, the receipt of the said Equipment issued by the Buyer shall be attached.

(c) Stale bill of lading is also acceptable as the required documents for payment.

(2) Price for Installation Works

| Stage | Amount of Payment | Terms of Payment | Required Documents for Payment |
| --- | --- | --- | --- |
| Term-3 | | | |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*)  corresponding to one hundred percent (100%) of the Price for Installation Works | Completion of the Installation Works | The Certificate of Completion for the Installation Works issued by the Consultant and approved by the Buyer |

(3) Price for Operation Training

| Stage | Amount of Payment | Terms of Payment | Required Documents for Payment |
| --- | --- | --- | --- |
| Term-3 | | | |
|  | \*\*\*\*\*\*\*\* million \*\*\*\*\*\*\*\* thousand \*\*\*\*\*\*\* Japanese Yen (JPY\*\*\*,\*\*\*,\*\*\*)  corresponding to one hundred percent (100%) of the Price for Operation Training | Completion of the Operation Training | The Certificate of Completion for the Operation Training issued by the Consultant and approved by the Buyer |