**Part B - Specific Provisions**

*[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.****]*

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| Sub-Clause 1.6 (Effectiveness of Contract Agreement) | *[When applicable, the other effectiveness conditions shall be indicated.]* |
| Sub-Clause 1.9(Compliance with Laws) | *[When applicable, any exception other than stated in the E/N and G/A shall be indicated.]* |
| Sub-Clause 2.3(2)(Installation Works) | *[When applicable, any exception to the obligation of the appointment of the resident representative under Sub-Clause 2.3(2) shall be indicated.]* |
| Sub-Clause 2.4(2)(Operation Training) | *[When applicable, any exception to the obligation of the appointment of the resident representative under Sub-Clause 2.4(2) shall be indicated.]* |
| Sub-Clause 5.1(8) (**Consultant’s Duties and Authority)** | *[When applicable, the details of requirements concerning the Buyer’s approval under Sub-Clause 5.1(8) shall be indicated.]* |
| Sub-Clause 6.1(5) (**Supplier's General Obligations)** | *[When applicable, any exception to the responsibility of the Supplier under Sub-Clause 6.1(5) shall be indicated.]* |
| **Sub-Clause 6.2**  (**Performance Security)** | *[The following provisions shall be replaced if applicable under the bidding documents for the Project or the Applicable Guidelines.]*  Replace “the completion of the final Works under the Contract, which is confirmed by (i) the certificate of the receipt of the Equipment for the final delivery of the Equipment subject to Sub-Clause 7.8, (ii) the Certificate of Completion of the Installation Works subject to Sub-Clause 7.10, and (iii) the Certificate of Completion of the Operation Training subject to Sub-Clause 7.11” of Sub-Clause 6.2(2) with “the end of the Warranty Period*.*” |
| **Sub-Clause 6.3(3)**  (**Subcontracting)** | *[When applicable, the details of exceptions to the Supplier’s obligation concerning Subcontractors under Sub-Clause 6.3(3) shall be indicated.]* |
| **Sub-Clause 7.1(1)**  (**Commencement of Works)** | *[When applicable, additional or exception to the conditions for the commencement of the Works shall be indicated.]* |
| **Sub-Clause 7.10(1)**  **(****Taking Over of the Equipment for the Installation Works)** | *[When applicable, any exception to the requirements of the taking over of the Equipment for the Installation Works shall be indicated.]* |
| **Sub-Clause 8.3**  **(Advance　Payment Security)** | *[When applicable, the following provisions or other conditions shall be inserted and the detail of the advance payment shall be indicated in the Payment Schedule.]*  (1) Prior to requesting the advance payment, the Supplier shall provide the Buyer with an advance payment security issued by a Japanese financial institution, which secures any sum advanced by the Buyer. The Supplier shall maintain the advance payment security until the date of [the taking over of the Equipment for which the advance payment has been made/ *other conditions, if any*].  (2) The Consultant shall have the custody of the advance payment security. The Consultant shall return such security to the Supplier immediately after the date specified in Sub-Clause 8.3(1). . |
| **Sub-Clause 9.3 (Adjustment of the Contract Price)** | *[The following provisions shall be added at the end of Sub-Clause 9.3 if there is the contingency of the Grant.]*  The adjustment of the Contract Price under this Sub-Clause 9.3 shall be based on the unit price in accordance with the followings:  (a) The Buyer and Supplier shall agree and adjust the unit price in the Price Confirmation Sheet for the Installation Works in accordance with the Applicable Guidelines;  (b) The unit price in the Price Confirmation Sheet will be exclusively used for the basis of the adjustment of the Contract Price under Clause 9 (MODIFICATIONS); and  (c) The Buyer and the Supplier shall agree and adjust the initial prices of materials specified in the bidding documents for the Installation Works (if applicable) in accordance with the Applicable Guidelines. |
| **Sub-Clause 10.1(3)**  **(Warranty of the Equipment)** | *[When applicable, the exception to the Warranty Period shall be indicated.]* |
| **Sub-Clause 14.3(4)**  (**Settlement and Arbitration)** | *[The following Sentence shall be replaced, if applicable.]*  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 14.3(4)  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.” |