

2010年11月改訂(2012年10月修正)

コンサルタント契約書フォーム
(施設・機材混合案件:技術指導あり、ソフトコンポーネントあり(前払い有))(英語)

AGREEMENT

BETWEEN

(NAME OF THE EXECUTING AGENCY)

(NAME OF THE RECIPIENT COUNTRY)

AND

(NAME OF THE CONSULTANT)

JAPAN

REGARDING

CONSULTING SERVICES

FOR

(NAME OF THE PROJECT)

CONTENTS

- Article 1. Definitions
- Article 2. Basis of Agreement
- Article 3. Scope of Service of Consultant
- Article 4. Period of Execution of Service
- Article 5. Remuneration
- Article 6. Payment
- Article 7. Client's Responsibilities
- Article 8. Consultant's Liabilities
- Article 9. Right of Assignment
- Article 10. Force Majeure
- Article 11. Applicable Laws
- Article 12. Disputes and Arbitration
- Article 13. Language and Measurement System
- Article 14. Amendments and Modifications
- Article 15. Verification of Agreement
- Article 16. Early Termination
- Article 17. Intellectual Property
- Article 18. Confidentiality
- Article 19. Miscellaneous
- Article 20. Entire Agreement
- Article 21. Notice

AGREEMENT

THIS AGREEMENT, made and entered into this **th day of *****, 20** by and between (name of the executing agency), (name of the recipient country(以下「正式国名」)) (hereinafter referred to as “the Client”) and (name of the consultant), duly organized and existing under the laws of Japan, having its principal office of business at (address of the consultant) (hereinafter referred to as “the Consultant”),

WITNESSETH:

WHEREAS, the Japan International Cooperation Agency (hereinafter referred to as “JICA”) extends a grant to the Government of (name of the recipient country) on the basis of the Grant Agreement signed on the **th day of *****, 20** between the Government of (name of the recipient country)/(G/Aの署名相手方の名称に合わせる) and JICA concerning (name of the project on the G/A) (hereinafter referred to as “the Project”); and

(ここで案件名を “the Project” と定義していますが、Article 1. Definitions においては、案件名を“the Project” とせず、G/Aに記載された正式案件名を記載してください。)

WHEREAS, the Client, as a competent authority for the Project, is desirous of receiving consulting services of the Consultant for the Project; and

WHEREAS, the Consultant is willing to furnish such services to the Client under the terms and conditions as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

Article 1. Definitions

In interpreting or construing this Agreement, the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

“The Exchange of Notes” means the notes exchanged between the Government of (name of the recipient country) and the Government of Japan on the **th day of *****, 20** (hereinafter referred to as “the E/N”) in connection with the Grant Aid from the Government of Japan concerning (name of the project on the G/A).

“The Grant Aid” means a scheme of Japanese official development assistance.

“The Grant” means the amount for the implementation of (name of the project on the G/A), which is stipulated in the Grant Agreement.

“The Grant Agreement” means the agreement signed on the **th day of *****, 20** between the Government of (name of the recipient country) and JICA (hereinafter referred to as “the G/A”) in connection with the execution of the Grant for the implementation of the (name of the project on the G/A).

“The Project” means (name of the project on the G/A) in conformity with the G/A and to be implemented by the Government of (name of the recipient country). The Project site(s) is/are located at/in (name of the site of the Project), (name of the recipient country). (サイトが1か所かそれ以外かで、単数・複数を使い分けてください)

(注: 二重下線については、案件毎に適宜選択後、二重下線を削除してください。以下同様)

“The Client” means (name of the executing agency), (name of the recipient country). The Client shall include any person or persons authorized by the Client.

“The Consultant” means (name of the consultant), which shall provide professional services for design(A 国債本体の場合は削除), assistance of tendering and supervision of the establishment of the Project. The Consultant shall include any person or persons authorized by the Consultant.

“The Chief Consultant” means the engineer who is assigned as the project manager for the Project. (注: 誰が責任者かを明確にする上で記載は必要。削除不可。)

“The Service” means all services to be furnished by the Consultant, as stipulated in Article 3 of this Agreement; or the performance of such services.

“The Equipment” means the equipment and materials to be procured for the Project, except for construction materials.

(Article 3.2 の(2)及び(3)の Equipment に係る記述がない場合はこの定義を削除)

“The Agreement” means this agreement concluded between the Client and the Consultant.

“The Contractor(s)” means the Japanese person or persons (physical persons), Japanese firm or company (juridical persons) who has (have) been awarded the contract by the Client and includes the Contractor’s representatives, successors and permitted assigns.

“The Contract(s)” means the contract(s) concluded between the Client and the Contractor(s).

“JICA” means an agency which was established based on the Japanese Act on Incorporated Administrative Agency - Japan International Cooperation Agency promulgated in 2002. JICA makes the Grant available for the Project based on the E/N and the G/A.

“The Party” means the Client or the Consultant, as the case may be, and “the Parties” means both of them.

“The Third Party” means any natural person or legal entity or unincorporated entity other than the Client or the Consultant.

Words importing the singular only also include the plural and vice versa where the context requires. Words indicating one gender include all genders.

Article 2. Basis of Agreement

Any and all stipulations of this Agreement shall be consistent with the content of the G/A. Should any of the stipulations of this Agreement be in conflict with the G/A, such stipulations shall be rectified to be consistent with the G/A.

Article 3. Scope of Service of Consultant

3.1 The Consultant shall render his consulting services for the Project on the basis of the Basic Design Study Report/the Preparatory Survey Report (事業化調査を実施している場合は以下を追記する。) and the Implementation Review Study Report prepared and submitted to the Government of (name of the recipient country) by JICA. The Consultant’s services to be rendered shall consist of the following stages:

(1) Design Stage

- 1) The Consultant shall prepare the design documents consisting of drawings, specifications, and other technical documents to describe the entire project as to materials, equipment, workmanship and such other essentials as may be appropriate in coordination with the Client.

- 2) The Consultant shall assist the Client in preparation of tender documents such as instruction to tenderers, form of tender, conditions of contract, technical specifications and necessary appendices.

(A 国債本体案件の場合は、上記(1)Design Stage の項目全文を削除してください。)

(2) Tendering Stage

- 1) The Consultant shall assist the Client in carrying out the pre-qualification of applicants for the tendering. (P/Q のない場合、本項目削除してください。)
- 2) The Consultant shall assist the Client in tendering procedures and in evaluation of the tenders submitted by the tenderers.
- 3) The Consultant shall assist the Client in negotiating with the tenderers and in awarding the Contract(s) to the successful tenderer.

(3) Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stage (by the Contractor(s)は Operation Training のみにかかる。以下同様。)(G/A の Article 3 Use of the Grant で規定されている項目の範囲内のみ記載できます。以下同様。)

- 1) The Consultant shall provide supervisory services for the Project to ensure that the works executed by the Contractor(s) under the Project are in compliance with the Contract(s) in coordination with the Client. The supervisory services shall include the followings:
 - a) Inspection and approval of shop drawings and samples submitted by the Contractor(s).
 - b) Interpreting design drawings and specifications.
 - c) Providing a representative and engineer(s) as necessary during the construction, procurement, installation, and operation training by the Contractor(s) stage of the Project.
 - d) Carrying out a factory inspection and/or checking the factory inspection report of the equipment and(施設建設案件で組み込み機材がない場合は削除してください)

い。) materials procured for the Project.

- e) Conducting a pre-shipment inspection of the equipment and materials procured which shall be carried out by an inspection agency assigned by the Consultant. (施設建設案件の場合はこの項目を削除してください。)
 - f) Examining the materials, workmanship, and measurement and quantity in the Project as prescribed in the design documents.
 - g) Settling disputes or differences relating to the execution and progress of the construction work, procurement and installation of the equipment, and operation training by the Contractor(s) that may arise between the Client and the Contractor(s).
(InstallationとOperation Trainingは支払いを伴う据付工事または操作指導がある場合、記載してください。G/A第3条でInstallation、Operation Trainingが明記されている必要があります。)
 - h) Issuing instructions where necessary to prevent delays in construction work, procurement and installation of the equipment, and operation training by the Contractor(s).
 - i) Preparing a recommendation for “Amendments and Modifications” stipulated in Article 14(国債案件は15) hereof and in the article concerning “Amendments and Modifications” in the Contract(s).
 - j) Participating in discussions between the Client and the Contractor(s) and providing advisory services.
- 2) The Consultant shall make necessary reports from time to time or according to the instructions of the Client on the execution and progress of the Project.
 - 3) The Consultant shall conduct necessary inspection(s) of the works by the Contractor(s) for each interim payment and shall issue necessary certificates for payments to the Contractor(s) under the Client’s approval and other certificates as required by the Client.
 - 4) The Consultant shall have the custody of the performance security and the advance payment security(前払は、施設案件及び特殊機材のみ) to be issued in

connection with the Contract(s).

5) The Consultant shall supervise and confirm completion of the operation training by the Contractor(s). (技術指導がある場合のみこの項目を追加してください。)

(4) Management Guidance Stage

(ソフトコンポーネント・ガイドライン(改訂版)コンサルタント用(2010年版)を参照し、ソフトコンポーネントの活動内容を、G/A の記述に基づきコンパクトに箇条書きして下さい(契約書の内容とG/A の内容が同じであること。))

1) The Consultant shall assist the Client to ensure the smooth (operation and maintenance of the (機材)) (and/or) (operation, maintenance and management of the (施設)). The assistance shall include the following:

- a)
- b)
- c)

2) The Consultant shall report to the Client regularly on the progress of the activities.

3.2 The scope of the Service prescribed in Sub-Paragraph 3.1 above shall be limited to the extent of the following items for the Project and may not be modified without the written consent of the Parties hereto.

(1) Construction works

-
-

(2) Procurement works of the Equipment

-
-

(3) Installation works of the Equipment

- (据付機材を具体的に記入)

(4) Operation Training by the Contractor(s)

- (業者が実施する技術指導内容を記入)

上記(1)～(4)に記載された業務内容は、業者の“Article 3. Scope of Work”に記載される内容と同じになります。業者契約が複数ある場合はそれらすべての内容と同じになります。業者契約書に記載する内容を考慮してコンサルタント契約書の業務内容を記載してください。)

(5) Management Guidance

- (「ソフトコンポーネント・ガイドライン(改訂版)コンサルタント用(2010年版)」を参照し、G/A の記述に基づき具体的な業務内容を記述してください(契約書の内容とG/A の内容が同じであること。))

3.3 The scope of the Service prescribed in Sub-Paragraph 3.2 may be amended and modified pursuant to mutual agreement in writing under this Agreement.

Article 4. Period of Execution of Service

The Consultant shall complete the Service on or before the **th day of *****, 20** unless the available period of execution under this Agreement between the Client and the Consultant is extended by mutual agreements within the available period of the Grant stipulated in the G/A. The available period of the Grant may also be extended by mutual agreements between the authorities concerned of the Government of (name of the recipient country) and JICA within the available period of the E/N.

(履行期間は、G/A の期限内で、かつ、業務を実施するうえにおいて調査段階で設定された工期をもとに適正な期間としてください。)

Article 5. Remuneration

The Client shall remunerate the Consultant from the Grant with a total amount of ***** million ***** thousand Japanese Yen (JPY~~***,***~~,000) as the Agreement price for the Service to be rendered by the Consultant pursuant to this Agreement.

(金額の数字表記は、単位も含めて途中で改行しない。例: "JPY" で改行して "~~***,***~~,000" としない。また、"JPY" の後にスペースを入れない。以下同じ。)

(ソフトコンポーネントがない場合は、以下の文書削除してください。ソフトコンポーネントがある場合は、施工監理業務費と区分して、下記のとおり内訳を記載してください。)

The breakdown of the Agreement price is shown as follows:

- (1) The price for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages

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

- (2) The price for the Service for the Management Guidance Stage

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

Article 6. Payment

6.1 Terms of Payment

In accordance with the G/A, the Client shall make a Banking Arrangement (B/A) with a bank in Japan (hereinafter referred to as "the Bank") to authorize the Bank to pay the Agreement price stipulated in Article 5 (国債案件は6)hereof to the Consultant under this Agreement. The payment to the Consultant under this Agreement shall be made in Japanese Yen through the Bank under an irrevocable Authorization to Pay (A/P), which shall be issued by the Client to the Bank.

6.2 Payment Schedule

6.2.1 Payment for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (ソフトコンポーネントがない場合はこの項目 (6.2.1) 削除)

(1) Advance Payment

***** million ***** thousand Japanese Yen (JPY~~***,***,000~~), which corresponds to forty percent (40%) of the price for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*1:ソフトコンポーネントがない場合は、6.2.1 を削除するため”the price for the Service …… Stages” の代わりに”the Agreement price”とする。), shall be paid upon verification of this Agreement by JICA.

The request for the advance payment shall be submitted together with a photocopy of the certificate of verification of this Agreement by JICA.

(2) First Interim Payment

***** million ***** thousand Japanese Yen (JPY~~***,***,000~~), which corresponds to thirty percent (30%) of the price for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*1), shall be paid upon verification of (all) the Contract(s) by JICA.

The request for the first interim payment shall be submitted together with a photocopy of the certificate of verification of (all) the Contract(s) by JICA.

(3) Second Interim Payment (マイルストーン方式を採用した場合)

***** million ***** thousand Japanese Yen (JPY~~***,***,000~~), which corresponds to twenty percent (20%) of the price for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*1), shall be paid upon completion of the shipment of all the equipment procured from Japan and/or the countries other than (name of the recipient country) for the Project, and/or delivery of all the equipment procured in the (name of the recipient country) for the Project and completion of the following works(施設建設がない

場合は削除してください。):

-
-

The request for the second interim payment shall be submitted together with the certificate of completion of the above-mentioned works issued by the Client and (施設建設がない場合は削除してください。) the following documents of the equipment procured from Japan and/or the countries other than (name of the recipient country) for the Project, and/or the following delivery documents of the equipment procured in (name of the recipient country) for the Project.

Required documents of the equipment procured from Japan and/or the countries other than (name of the recipient country)

- Transport Document(s) (photocopy)
- Signed Commercial Invoice (photocopy)
- Packing List (photocopy)
- Insurance Policy (photocopy)
- Report of Pre-shipment Inspection issued by the Consultant (one original)

and/or

Required delivery documents of the equipment procured in (name of the recipient country).

- Signed Commercial Invoice (photocopy)
- Receipt of the equipment issued by the Client (photocopy)

(3) Second Interim Payment (出来高払いによる中間支払を採用した場合)

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to twenty percent (20%) of the price for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (* 1), shall be paid upon completion of

the shipment of all the equipment procured from Japan and/or the countries other than (name of the recipient country) for the Project, and/or delivery of all the equipment procured in the (name of the recipient country) for the Project and completion of eighty five percent (85%) or more of the construction works by the Contractor(s).

The request for the second interim payment shall be submitted together with the certificate of completion of the above-mentioned works issued by the Client and (施設建設がない場合は削除してください。) the following documents of the equipment procured from Japan and/or the countries other than (name of the recipient country) for the Project, and/or the following delivery documents of the equipment procured in (name of the recipient country) for the Project.

Required documents of the equipment procured from Japan and/or the countries other than (name of the recipient country)

- Transport Document(s) (photocopy)
- Signed Commercial Invoice (photocopy)
- Packing List (photocopy)
- Insurance Policy (photocopy)
- Report of Pre-shipment Inspection issued by the Consultant (one original)

and/or

Required delivery documents of the equipment procured in (name of the recipient country).

- Signed Commercial Invoice (photocopy)
- Receipt of the equipment issued by the Client (photocopy)

(上記(3)は、「マイルストーン方式を採用した場合」は「出来高払いによる中間支払を採用した場合」の項目を削除し、その反対を採用した場合はそうでない方の項目を削除してください。以下同様。)

(4) Final Payment

***** million ***** thousand Japanese Yen (JPY~~___,___~~,000), which corresponds to ten percent (10%) of the price for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages(*1), shall be paid upon completion of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages(*2)(ソフトコンポーネントがない場合は、6.2.1 を削除するため“the Service …… Stages” の代わりに“the Service”とする。) under this Agreement.

The request for the final payment shall be submitted together with the certificate of completion of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages(*2) issued by the Client.

6.2.2 Payment of the Service for the Management Guidance Stage

- (1) Advance Payment (前払いがない場合は(1)の項目全部と(2)Final paymentの文字を削除してください。)(ソフトコンポーネントの前払い30%は、4ヶ月以上の業務がある場合に請求することが出来ます。)

***** million ***** thousand Japanese Yen (JPY~~___,___~~,000), which corresponds to thirty percent (30%) of the price for the Service for the Management Guidance Stage, shall be paid upon commencement of the Service for the Management Guidance Stage.

The request for the advance payment shall be submitted together with the certificate of commencement of the Service for the Management Guidance Stage issued by the Client.

- (2) Final Payment

***** million ***** thousand Japanese Yen (JPY~~___,___~~,000), which corresponds to seventy percent (70%) of the price for the Service for the Management Guidance Stage, shall be paid upon completion of the Service for the Management Guidance Stage.

The request for the final (支払が1回の場合は削除) payment shall be submitted together with the certificate of completion of the Service for the

Management Guidance Stage issued by the Client, on which finalization of every activity set by this Agreement must be certified by the Client.

Article 7. Client's Responsibilities

7.1 So as not to delay the Service, the Client shall, within a reasonable period of time, provide the Consultant with all information in his power to obtain which may pertain to the Service free of cost.

7.2 The Client shall inform the Consultant of the nature and content of all laws relating to the execution of the Project in advance.

7.3 The Client shall, at its own expense, furnish a liaison officer who will coordinate matters relating to the Project with the Consultant's representative during the period of the Service.

(項目に二重線がある場合は、その項目をそのまま採用する場合は二重線のみ削除してください。また、項目自体不用の場合は項目全体を削除してください。以下同様。)

7.4 The Client shall examine the documents submitted by the Consultant and shall render decisions pertaining thereto promptly in order to avoid unreasonable delay in the progress of the Service.

7.5 The Client shall accord the Consultant all the necessary permission, approval, licenses, admission, sanction or any other authorizations required in (name of the recipient country) in connection with the Service, or shall extend assistance to the Consultant in obtaining such necessary authorization.

7.6 The Client shall acquire building permission required in (name of the recipient country) for the execution of the Project.

(施設建設がない場合はこの項目を削除してください。)

- 7.7 The Client shall, on behalf of the Consultant, arrange the acquisition of visas, customs clearances and any other formalities that may be necessary for the entry of the Consultant's personnel into (name of the recipient country) and their stay therein during the period of the Service.
- 7.8 The Client shall, in conformity with the G/A, (免税の場合) take necessary measures to exempt the Consultant from/ (先方負担の場合) bear, without using the Grant, customs duties, internal taxes, and other fiscal levies which may be imposed in (name of the recipient country) with respect to the Service.
- 7.9 The Client shall issue the necessary certificate for each payment immediately upon compliance with the conditions required in Article 6(国債案件は7) of this Agreement.
- 7.10 The Client shall bear the following commissions to the Bank for the banking services based upon the Banking Arrangement.
- Advising Commission of Authorization to Pay
 - Payment Commission
- 7.11 If the Consultant suffers damage as a result of a default by the Client in the execution of its obligations under this Agreement, the Consultant shall give a written notice to the Client and send its copy immediately to JICA. Then the Client and the Consultant shall consult mutually to settle such matters. The Consultant shall properly inform JICA of its progress. If the Parties can not reach agreement within ***** (***) days from the date of the notice, the Parties shall comply with the dispute settlement process stipulated in Article 12(国債案件は13).
- (注 : **** (***)は本工事の規模と期間を踏まえ発注者と受注者の合意により決定されます。**** (***)は十分な議論を行い、かつ、不当な遅滞を来たさない適当な期間としてください。以下同じ。)

Article 8. Consultant's Liabilities

- 8.1 The Consultant shall perform the Service stipulated in Article 3 of this Agreement with due diligence and efficiency, in conformity with generally accepted professional techniques and practices, and observe sound management practice, so that the Project may be brought to a successful completion.
- 8.2 The Consultant shall have no liability whatsoever for any part of the Project that was not designed or supervised by him.
- 8.3 The Consultant shall have no liability whatsoever for any loss or damage to the Client resulting from any acts or omissions of the Contractor(s); any subcontractor(s); any supplier(s); any employees or agents of the Contractor(s), subcontractor(s) or supplier(s); any officers or any other persons performing any part of the Project, which are not in accordance with the Contract(s) or the Consultant's instructions.
- 8.4 If the Client suffers damage as a result of a default by the Consultant in the execution of its obligations under this Agreement, the Client shall give a written notice to the Consultant and send its copy immediately to JICA. Then the Client and the Consultant shall consult mutually to settle such matters. The Client shall properly inform JICA of its progress. If the Parties can not reach agreement within ***** (***) days from the date of the notice, the Parties shall comply with the disputes settlement process stipulated in Article 12 (国債案件は 13).

Article 9. Right of Assignment

Neither of the Parties hereto shall assign this Agreement or any part thereof to any Third Party without prior written consent of the other Party.

Article 10. Force Majeure

10.1 Definitions

Neither Party shall be deemed to be in default or in breach of this Agreement if he is unable to perform his obligations under this Agreement owing to the circumstances beyond his reasonable control. Such circumstances (hereinafter referred to as "Force Majeure") shall include, but shall not be limited to, the followings:

- a) acts of God, including extreme weather phenomena, earthquake, flood, or any other such operation of the forces of nature that the Party affected could not reasonably foresee or provide against.
- b) war (declared or undeclared), hostilities, invasion, act of any foreign enemy, threat of or preparation for war; terrorism, riot, insurrection, civil commotion, rebellion, revolution, usurped power, civil war; and labor troubles or other industrial troubles, strikes, embargoes, blockades, and sabotage of labor.

10.2 Monetary Obligations

Notwithstanding the foregoing, the occurrence of Force Majeure shall not prejudice nor otherwise affect either Party's liability to pay remuneration or reimbursement of expenses to which the other Party is entitled on or before the date of occurrence.

10.3 Notice

The Party affected by Force Majeure shall give the other Party a written detailed account of the circumstances of Force Majeure as soon as practicable, but not later than fourteen (14) days from the occurrence.

10.4 Expatriate Staff

In the event that Force Majeure is likely to endanger the safety of any expatriate staff members of the Consultant, they shall be allowed to leave the Project site(s) (Article 1.に合わせ選択) and/or office, giving notice to a staff member of the Client responsible for the management of the Project as soon as possible.

10.5 Suspension

Upon occurrence of Force Majeure, the Party affected may be allowed to temporarily suspend the performance of his duties under this Agreement for so long a period as Force Majeure continues and as his performance is prevented thereby. In such instance, he shall make all reasonable efforts to mitigate the effect of Force Majeure upon his duties.

10.6 Damage

If the Consultant suffers damage due to Force Majeure, the Consultant shall give a written notice to the Client and send its copy immediately to JICA. Then the Client and the Consultant shall consult mutually to settle such matters. The Consultant shall properly inform JICA of its progress. If the Parties can not reach agreement within ***** (**) days from the date of the notice, the Parties shall comply with the disputes settlement process stipulated in Article 12 (国債案件は 13) hereof.

Article 11. Applicable Laws

This Agreement shall be governed by and interpreted in accordance with the laws of (Japan or name of the recipient country). (国名は 1 カ国のみを記入)

Article 12. Disputes and Arbitration

- 12.1 This Agreement shall be executed by the Parties hereto in good faith, and in case any doubtful point is raised or any dispute occurs concerning the interpretation or execution of this Agreement, such matters shall be settled through consultation of the Parties. Unless this Agreement has already been abandoned, repudiated or terminated in accordance with Article 16 (国債案件は¹⁷⁾ hereof, the Consultant shall continue to perform the Service in accordance with this Agreement. If the Parties can not reach agreement within **** (***) days from the date of the notice informing the occurrence of such matters, JICA will offer its suggestion for the settlement of the matter.
- 12.2 In the event that an amicable settlement cannot be reached through consultation referred to in Sub-Paragraph 12.1 above, the matter shall be referred to arbitration. The arbitration shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce.
- 12.3 The arbitration shall be conducted in (例:English;1言語に限定).
- 12.4 The place of arbitration shall be (place of arbitration,地名・国名を明記 例:Tokyo, Japan/Paris, French Republic). (1箇所のみ指定) (この部分の国名は略式名も可)
- 12.5 The arbitral award shall be final and binding upon the Parties hereto and the Parties shall comply in good faith with the decision. Judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for juridical acceptance of the award or order of enforcement as the case may be.
- 12.6 As for fees for all proceedings for arbitration, each Party shall bear the costs of his own arbitrator's service and an equal share of the costs for the third arbitrator.

Article 13. Language and Measurement System

13.1 All correspondence between the Parties including notices, requests, consents, offers, and demands shall be made in (例:English;1言語に限定). All drawings, specifications, reports, and other documents shall also be prepared in (例:English;1言語に限定).

13.2 All documents made under this Agreement shall adopt the metric system and the Gregorian calendar day.

Article 14. Amendments and Modifications

Any amendments and/or modifications, if necessary, may be negotiated between the Parties hereto and shall be agreed by a written document signed by the Parties.

Article 15. Verification of Agreement

This Agreement and any amendments or modifications shall be verified by JICA to be eligible for the Grant in accordance with the G/A.

Article 16. Early Termination

16.1 Should either Party default in the execution of his obligations under this Agreement, the other Party shall give the defaulting Party notice in writing to remedy such default promptly.

16.2 Failure of the defaulting Party, to take corrective measures as required by the

other Party within thirty (30) days of the receipt of such notice, shall constitute a sufficient cause for the other Party to terminate this Agreement.

16.3 Either Party may terminate this Agreement without prejudice, should the performance of his obligations under this Agreement not be resumed within a cumulative period of one hundred and twenty (120) days of suspension due to Force Majeure stipulated in Article 10 (国債案件は 11) hereof.

16.4 The early termination of this Agreement under this Article shall be subject to the approval of the competent authorities of the Client and the approval of JICA.

16.5 In the event of early termination for reasons stated in Sub-Paragraph 16.2 and 16.3, the Consultant shall, with the approval of JICA, be paid by the Client, within the Grant, a fair and reasonable proportion of the Agreement price that is calculated on the basis of the Consultant's services carried out up to the termination date, instead of the payment schedule stipulated in Article 6 (国債案件は 7) hereof.

Article 17. Intellectual Property

The drawings, specifications and other documents, as instruments of the Service, are the intellectual property of the Consultant and shall not be used for any work other than the Project without prior written approval of the Consultant. The copyright of all drawings, specifications and other documents prepared by the Consultant in connection with this Agreement rests with the Consultant.

Article 18. Confidentiality

The Consultant and its personnel shall not, during the terms of the

Agreement and thereafter, and whether its personnel are presently employed or not, disclose proprietary or confidential information relating to the Project, the Service, the Contract(s), or the Client's business or operation without the prior written consent of the Client.

Article 19. Miscellaneous

The Client and the Consultant shall perform their obligations and other functions covered by this Agreement with sincere cooperation and in good faith.

Article 20. Entire Agreement

This Agreement sets forth the entire agreement between the Parties in respect of the subject matter hereof and supersedes and cancels any and all previous agreements, negotiations, commitments, and writings in respect of the subject matter thereof.

Article 21. Notice

All notices pertaining to this Agreement between the Client and the Consultant shall be sent in writing by registered airmail, facsimile, electronic mail or shall be handed to the addresses so stated herein. Such notices shall take effect from the date of receipt by the other Party. In case either Party hereto changes the address, the Party concerned shall give such notice to the other Party beforehand.

The Client:

Name : (name of the executing agency),(name of the recipient country)
Address :
Telephone :
Facsimile :
E-mail address :

The Consultant:

Name :
Address :
Telephone :
Facsimile :
E-mail address :

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed, as of the day and year first above written, in their respective names in duplicate, each Party retaining one (1) copy thereof.

The Client

The Consultant

(Signature) _____

(Name of the signer)

(Status of the signer)

(Name of the executing agency)

(Name of the recipient country)

(Signature) _____

(Name of the signer)

(Status of the signer)

(Name of the Consultant)

(国債案件)(施設・機材混合案件:技術指導なし、ソフトコンポーネントあり)

(A 国債・B 国債共通)

Article 4. Terms of Project

(「マイルストーン方式」を採用した場合は「出来高払いによる中間支払」の項目を削除し、その反対を選択した場合はそうでない方の項目を削除してください。)

【マイルストーン方式の場合】

The period for the Project is divided into the following three terms.

Term-1: Period between the conclusion date of this Agreement and the 31st day of March, 20** for designing and assistance of tendering of the Project and supervision of the following works.

- (ターム1で実施する内容を記述)

-

Term-2: Period between the 1st day of April, 20** and the 31st day of March, 20** for supervision of the following works.

- (ターム2で実施する内容を記述)

-

Term-3: Period between the 1st day of April, 20** and the 31st day of March, 20** for supervision of the following works.

- (ターム3で実施する内容を記述)

-

(原則、各タームの業務終了日は、適正な工程の終了日(実質年度末)、かつ、タームが重複しないこと)

(それぞれの項目の業務内容は、Article3. Scope of Service of the Consultant の内容をそれぞれのタームで実施する業務に切り分ける。)

【出来高払いによる中間支払の場合】

The period for the Project is divided into the following three terms.

Term-1: Period between the conclusion date of this Agreement and the 31st day of March, 20** for designing and assistance of tendering of the

Project and supervision of the following works.

- Completion of thirty percent (30%) or more of the works for the Project.
- (施設建設については上記のとおりの記事となります。それ以外の業務については、マイルストーン方式と同様に実施する業務を具体的に記載してください。)

Term-2: Period between the 1st day of April, 20** and the 31st day of March, 20** for supervision of the following works.

- Completion of forty five percent (45%) or more of the works for the Project (Cumulative total, seventy five percent (75%)).
- (ターム1と同様)

Term-3: Period between the 1st day of April, 20** and the 31st day of March, 20** for supervision of the following works.

- Completion of the remaining works for the Project (Cumulative total, one hundred percent (100%)).
- (ターム1と同様)

(上記の施設建設の出来高(%)は、工程表と合致していること。)

Article 5. Period of Execution of Service

The Consultant shall complete the Service for Term-1 on or before the **th day of *****, 20**, the Service for Term-2 on or before the **th day of *****, 20** and the Service for Term-3 on or before the **th day of *****, 20** unless the available period of execution under this Agreement between the Client and the Consultant is extended by mutual agreements within the available period of the Grant stipulated in the G/A. The available period of the Grant may also be extended by mutual agreements between the authorities concerned of the Government of (name of the recipient country) and JICA within the available period of the E/N.

(Article 4. の各タームの最終日が、G/A のターム期限より1か月以上前であれば履行期限をタームの期日と同

じ日としてもよい。ただし、G/A のターム期限までに1か月に満たない場合は履行期限を Article 4. の各タームの期限より最低2週間前とする。(JICA は G/A 期限内に銀行からの請求に対して支払いを完了する必要があるため、G/A 期限まぢかの銀行への請求は注意が必要。)

Article 6. Remuneration

The Client shall remunerate the Consultant from the Grant with a sum of ***** million ***** thousand Japanese Yen (JPY****,****,000) for Term-1, a sum of ***** million ***** thousand Japanese Yen (JPY****,****,000) for Term-2, and a sum of ***** million ***** thousand Japanese Yen (JPY****,****,000) for Term-3, totaling the amount of ***** million ***** thousand Japanese Yen (JPY****,****,000) as the Agreement price for the Service to be rendered by the Consultant pursuant to this Agreement.

(ソフトコンポーネントがない場合は、以下の文書削除してください。ソフトコンポーネントがある場合は、施工監理業務費と区分して、下記のとおりターム毎に、内訳金額を記載。)

The breakdown of the Agreement price is shown as follows:

Term-1:

- (1) The price for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages
*****million*****thousand Japanese Yen (JPY****,****,000)

- (2) The price for the Service for the Management Guidance Stage
*****million*****thousand Japanese Yen (JPY****,****,000)

Term-2:

- (1) The price for the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages
*****million*****thousand Japanese Yen (JPY****,****,000)

- (2) The price for the Service for the Management Guidance Stage
*****million*****thousand Japanese Yen (JPY***/**/,000)

Term-3:

- (1) The price for the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages
*****million*****thousand Japanese Yen (JPY***/**/,000)
- (2) The price for the Service for the Management Guidance Stage
*****million*****thousand Japanese Yen (JPY***/**/,000)

Article 7. Payment

7.1 Terms of Payment

In accordance with the G/A, the Client shall make a Banking Arrangement (B/A) with a bank in Japan (hereinafter referred to as “the Bank”) to authorize the Bank to pay the Agreement price stipulated in Article 6 to the Consultant under this Agreement. The payment to the Consultant under this Agreement shall be made in Japanese Yen through the Bank under an irrevocable Authorization to Pay (A/P), which shall be issued by the Client to the Bank.

(Payment Schedule は、Article 4. Terms of Project で選択した方式(マイルストーン方式または出来高払いによる中間支払)で作成してください。)

(ターム1は、施設建設のみ、ターム2は施設建設と機材調達ありで構成されています。)

(A 国債用)

7.2 Payment Schedule

7.2.1 Payment for Term-1

7.2.1.1 Payment for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (ソフトコンポーネントがない場合はこの項目(7.2.1.1)削除)

- (1) First Interim Payment

***** million ***** thousand Japanese Yen (JPY~~***,***~~,000), which corresponds to forty percent (40%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3:ソフトコンポーネントがない場合は、7.2.1.1を削除するため”the price for the Service …… Stages” の代わりに”the Agreement price”とする。) for Term-1, shall be paid upon verification of (all) the Contract(s) by JICA.

The request for the first interim payment shall be submitted together with a photocopy of the certificate of verification of (all) the Contract(s) by JICA.

(2) Second Interim Payment(マイルストーン方式を採用した場合)

***** million ***** thousand Japanese Yen (JPY~~***,***~~,000), which corresponds to thirty percent (30%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon completion of the following works.

The request for the second interim payment shall be submitted together with the certificate of completion of the following works issued by the Client.

-
-

(2) Second Interim Payment(出来高払いによる中間支払を採用した場合)

***** million ***** thousand Japanese Yen (JPY~~***,***~~,000), which corresponds to fifty percent (30%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon completion of fifty percent (50%) or more of the works of the Contractor(s) for Term-1.

The request for the second interim payment shall be submitted together with the certificate of completion of the above-mentioned works issued by the Client.

(3) Third Interim Payment(マイルストーン方式を採用した場合)

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to twenty percent (20%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon completion of the following works.

The request for the third interim payment shall be submitted together with the certificate of completion of the following works issued by the Client.

-
-

(3) Third Interim Payment(出来高払いによる中間支払を採用した場合)

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to fifty percent (20%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages(*3) for Term-1, shall be paid upon completion of eighty five percent (85%) or more of the works of the Contractor(s) for Term-1.

The request for the third interim payment shall be submitted together with the certificate of completion of the above-mentioned works issued by the Client.

(第3回中間支払で機材が含まれる場合は、ターム2の第2回中間支払を参照してください)

(4) Final Payment

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to ten percent (10%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon completion of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*4: ソフトコンポーネントがない場合は、7.2.1.1 を削除するため”the Service ……

Stages” の代わりに”the Service”とする。) for Term-1 under this Agreement.

The request for the final payment shall be submitted together with the certificate of completion of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (* 4) for Term-1 issued by the Client.

7.2.1.2 Payment of the Service for the Management Guidance Stage

- (1) Advance Payment (前払いがない場合は(1)の項目全部と(2)Final paymentの文字を削除してください。)(ソフトコンポーネントの前払い30%は、4ヶ月以上の業務がある場合に請求することができます。)

***** million ***** thousand Japanese Yen (JPY~~___,___~~,000), which corresponds to thirty percent (30%) of the price for the Service for the Management Guidance Stage for Term-1, shall be paid upon commencement of the Service for the Management Guidance Stage for Term-1.

The request for the advance payment shall be submitted together with the certificate of commencement of the Service for the Management Guidance Stage for Term-1 issued by the Client.

- (2) Final Payment

***** million ***** thousand Japanese Yen (JPY~~___,___~~,000), which corresponds to seventy percent (70%) of the price for the Service for the Management Guidance Stage for Term-1, shall be paid upon completion of the Service for the Management Guidance Stage for Term-1.

The request for the final (支払が1回の場合は削除) payment shall be submitted together with the certificate of completion of the Service for the Management Guidance Stage for Term-1 issued by the Client, on which finalization of every activity for Term-1 set by this Agreement must be certified by the Client

(B 国債用)

7.2 Payment Schedule

7.2.1 Payment for Term-1

7.2.1.1 Payment for the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (ソフトコンポーネントがない場合はこの項目(7.2.1.1)削除)

(1) Advance Payment

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to forty percent (40%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon verification of this Agreement by JICA.

The request for the advance payment shall be submitted together with a photocopy of the certificate of verification of this Agreement by JICA.

(2) First Interim Payment

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to thirty percent (30%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon verification of (all) the Contract(s) by JICA.

The request for the first interim payment shall be submitted together with a photocopy of the certificate of verification of (all) the Contract(s) by JICA.

(3) Second Interim Payment(マイルストーン方式を採用した場合)

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to twenty percent (20%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon completion of the following works.

The request for the second interim payment shall be submitted together with the certificate of completion of the following works issued by the Client.

-

-

(3) Second Interim Payment(出来高払いによる中間支払を採用した場合)

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to fifty percent (20%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon completion of eighty five percent (85%) or more of the works of the Contractor(s) for Term-1.

The request for the second interim payment shall be submitted together with the certificate of completion of the above-mentioned works issued by the Client.

(第2回中間支払で機材が含まれる場合は、ターム2の第2回中間支払を参照してください)

(4) Final Payment

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to ten percent (10%) of the price of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-1, shall be paid upon completion of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*4) for Term-1 under this Agreement.

The request for the final payment shall be submitted together with the certificate of completion of the Service for the Design, Tendering, Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*4) for Term-1 issued by the Client.

7.2.1.2 Payment of the Service for the Management Guidance Stage

- (1) Advance Payment (前払いがない場合は(1)の項目全部と(2)Final paymentの文字を削除してください。)(ソフトコンポーネントの前払い30%は、4ヶ月以上の業務がある場合に請求することが出来ます。)

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to thirty percent (30%) of the price for the Service for the

Management Guidance Stage for Term-1, shall be paid upon commencement of the Service for the Management Guidance Stage for Term-1.

The request for the advance payment shall be submitted together with the certificate of commencement of the Service for the Management Guidance Stage for Term-1 issued by the Client.

(3) Final Payment

***** million ***** thousand Japanese Yen (JPY~~___,___~~,000), which corresponds to seventy percent (70%) of the price for the Service for the Management Guidance Stage for Term-1, shall be paid upon completion of the Service for the Management Guidance Stage for Term-1.

The request for the final (支払が1回の場合は削除) payment shall be submitted together with the certificate of completion of the Service for the Management Guidance Stage for Term-1 issued by the Client, on which finalization of every activity for Term-1 set by this Agreement must be certified by the Client

(A 国債・B 国債共通)

(Term-2 及び Term-3 の支払いスケジュールは同じとなるため“Term-3”を作成する場合は、下記“Term-2”とある部分を”Term-3”と置き換える。)

7.2.2 Payment for Term-2

7.2.2.1 Payment for the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (7.2.1.1 を削除した場合は、この項目 (7.2.2.1) 削除)

(1) First Interim Payment(マイルストーン方式を採用した場合)

***** million ***** thousand Japanese Yen (JPY~~___,___~~,000), which corresponds to fifty percent (50%) of the price of the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-2, shall be paid upon completion of the following works.

The request for the first interim payment shall be submitted together with the certificate of completion of the following works issued by the Client.

-
-

(1) First Interim Payment(出来高払いによる中間支払を採用した場合)

***** million ***** thousand Japanese Yen (JPY~~***,***~~,000), which corresponds to fifty percent (50%) of the price of the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-2, shall be paid upon completion of fifty percent (50%) or more of the works of the Contractor(s) for Term-2.

The request for the first interim payment shall be submitted together with the certificate of completion of the above-mentioned works issued by the Client.

(2) Second Interim Payment(マイルストーン方式を採用した場合)

***** million ***** thousand Japanese Yen (JPY~~***,***~~,000), which corresponds to thirty percent (30%) of the price of the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-2, shall be paid upon completion of the shipment of all the equipment stipulated in Term-2 of Article 4 and completion of the following works.

-
-

The request for the second interim payment shall be submitted together with the certificate of completion of the above-mentioned works issued by the Client and the following documents of the equipment procured from Japan and/or the countries other than (name of the recipient country) for the Project, and/or the following delivery documents of the equipment procured in (name of the recipient country) for the Project.

Required documents of the equipment procured from Japan and/or the

countries other than (name of the recipient country).

- Transport Document(s) (photocopy)
- Signed Commercial Invoice (photocopy)
- Packing List (photocopy)
- Insurance Policy (photocopy)
- Report of Pre-shipment Inspection issued by the Consultant (one original)

and/or

Required delivery documents of the equipment procured in (name of the recipient country).

- Signed Commercial Invoice (photocopy)
- Receipt of the equipment issued by the Client (photocopy)

(2) Second Interim Payment (出来高払いによる中間支払を採用した場合)

***** million ***** thousand Japanese Yen (JPY^{***,***,000}), which corresponds to thirty percent (30%) of the price of the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-2, shall be paid upon completion of the shipment of the equipment procured from Japan and/or the countries other than (name of recipient country) for the Project, and/or delivery of the equipment procured in the (name of the recipient country) for the Project and completion of eighty five percent (85%) or more of the works of the Contractor(s) for Term-2.

The request for the second interim payment shall be submitted together with the certificate of completion of the above-mentioned works issued by the Client and the following documents of the equipment procured from Japan and/or the countries other than (name of the recipient country) for the Project, and/or the following delivery documents of the equipment procured in (name of the recipient country) for the Project.

Required documents of the equipment procured from Japan and/or the countries other than (name of the recipient country).

- Transport Document(s) (photocopy)
- Signed Commercial Invoice (photocopy)
- Packing List (photocopy)
- Insurance Policy (photocopy)
- Report of Pre-shipment Inspection issued by the Consultant (one original)

and/or

Required delivery documents of the equipment procured in (name of the recipient country).

- Signed Commercial Invoice (photocopy)
- Receipt of the equipment issued by the Client (photocopy)

(3) Final Payment

***** million ***** thousand Japanese Yen (JPY~~***,***~~,000), which corresponds to twenty percent (20%) of the price of the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*3) for Term-2, shall be paid upon completion of the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*4) for Term-2 under this Agreement. The request for the final payment shall be submitted together with the certificate of completion of the Service for the Construction, Procurement, Installation, and Operation Training by the Contractor(s) Stages (*4) for Term-2 issued by the Client.

7.2.2.2 Payment of the Service for the Management Guidance Stage

- (1) Advance Payment (前払いがない場合は(1)の項目全部と(2)Final paymentの文字を削除してください。)(ソフトコンポーネントの前払い30%は、4ヶ月以上の業務がある場合に請求することが出来ます。)

***** million ***** thousand Japanese Yen (JPY~~***,***~~,000), which

corresponds to thirty percent (30%) of the price for the Service for the Management Guidance Stage for Term-2, shall be paid upon commencement of the Service for the Management Guidance Stage for Term-2.

The request for the advance payment shall be submitted together with the certificate of commencement of the Service for the Management Guidance Stage for Term-2 issued by the Client.

(4) Final Payment

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to seventy percent (70%) of the price for the Service for the Management Guidance Stage for Term-2, shall be paid upon completion of the Service for the Management Guidance Stage for Term-2.

The request for the final (支払が1回の場合は削除) payment shall be submitted together with the certificate of completion of the Service for the Management Guidance Stage for Term-2 issued by the Client, on which finalization of every activity for Term-2 set by this Agreement must be certified by the Client.

【単年度機材据付なし案件の支払の場合】

Article 6. Payment

6.2 Payment Schedule

6.2.1 Payment of the Service for the Design, Tendering and Procurement Stages(ソフトコンポーネントがない場合はこの項目削除)

(1) Advance Payment

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to forty percent (40%) of the price for the Service for the Design, Tendering and Procurement Stages(* 1), shall be paid upon verification of this Agreement by JICA.

The request for the advance payment shall be submitted together with a photocopy of the certificate of verification of this Agreement by JICA.

(2) Interim Payment

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to thirty percent (30%) of the price for the Service for the Design, Tendering and Procurement Stages(* 1), shall be paid upon verification of (all) the Contract(s) by JICA.

The request for the interim payment shall be submitted together with a photocopy of the certificate of verification of (all) the Contract(s) by JICA.

(3) Final Payment

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to thirty percent (30%) of the price for the Service for the Design, Tendering and Procurement Stages(* 1), shall be paid upon completion of the shipment of all the equipment procured from Japan and/or the countries other than (name of the recipient country) for the Project, and/or delivery of all the equipment procured in the (name of the recipient country) for the Project:

The request for the final payment shall be submitted together with the certificate of completion of the Service for the Design, Tendering and Procurement Stages(*2) issued by the Client and the following documents of the equipment procured from Japan and/or the countries other than (name of the recipient country) for the Project, and/or the following delivery documents of the equipment procured in (name of the recipient country) for the Project.

Required documents of the equipment procured from Japan and/or the countries other than (name of the recipient country)

- Transport Document(s) (photocopy)
- Signed Commercial Invoice (photocopy)
- Packing List (photocopy)
- Insurance Policy (photocopy)
- Report of Pre-shipment Inspection issued by the Consultant (one original)

and/or

Required delivery documents of the equipment procured in (name of the recipient county).

- Signed Commercial Invoice (photocopy)
- Receipt of the equipment issued by the Client (photocopy)