

2010年11月改訂(2012年6月修正)

コンサルタント契約書フォーム(A型国債詳細設計)(英語)

**AGREEMENT**

**BETWEEN**

**(NAME OF THE EXECUTING AGENCY)**

**(NAME OF THE RECIPIENT COUNTRY)**

**AND**

**(NAME OF THE CONSULTANT)**

**JAPAN**

**REGARDING**

**CONSULTING SERVICES  
(DETAILED DESIGN)**

**FOR**

**(NAME OF THE PROJECT)**

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## 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) / (GA 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 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)

注:二重下線部については、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 Agreement”** means this agreement concluded between the Client and the Consultant.

**“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:

- (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.

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)

(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。)

(上記(1)～(5)の業務内容は、本体工事で実施する内容となりますので、本体契約への記載振りを前提として記載してください。)

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。以下同様。)

## 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 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

#### (1) Advance Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY~~\*\*\*,\*\*\*~~,000), which corresponds to thirty percent (30%) of the Agreement price, 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) Final Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000), which corresponds to seventy percent (70%) of the Agreement price, shall be paid upon completion of the Service under this Agreement.

The request for the final payment shall be submitted together with the certificate of completion of the Service issued 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、その項目をこ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 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.

(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る。\*\*\*\*\* (\*\*)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する。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 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 any officers or any other persons performing any part of the Project, which are not in accordance with 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.

#### **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 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 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 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-Paragraphs 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 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 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)

ソフトコンポーネントを詳細設計時に行う場合は以下の条項を参考に作成してください。

### 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.

#### (2) 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)

(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 5. Remuneration

The Client shall remunerate the Consultant from the Grant with a total amount of \*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY<sup>\*\*\*,\*\*\*,000</sup>) 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は、詳細設計費と区分して、下記の通り記載。)

The breakdown of the Agreement price is shown as follows:

- (1) The price for the Service for the Design Stage

\*\*\*\*\*million\*\*\*\*\*thousand Japanese Yen (JPY<sup>\*\*\*,\*\*\*,000</sup>)

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

\*\*\*\*\*million\*\*\*\*\*thousand Japanese Yen (JPY<sup>\*\*\*,\*\*\*,000</sup>)

## Article 6. Payment

### 6.2 Payment Schedule

#### 6.2.1 Payment of the Service for the Design Stage

- (1) Advance Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY<sup>\*\*\*,\*\*\*,000</sup>), which corresponds to thirty percent (30%) of the price for the Service for the Design Stage, 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) Final Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY<sup>\*\*\*,\*\*\*,000</sup>), which corresponds to seventy percent (70%) of the price for the Service for the Design Stage, shall be paid upon completion of the Service for the Design Stage under this Agreement.

The request for the final payment shall be submitted together with the

certificate of completion of the Service for the Design Stage 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.