

REQUEST FOR PROPOSALS

Title of Consulting Services:
*Data Collection Survey on Japanese Language
Trainings for Applicants for Work in Japan*

Date: July 3, 2023

Japan International Cooperation Agency
Indonesia Office

Section 1. Letter of Invitation

Subject: Request for Proposal

Reference Title: Letter of Invitation for “*Data Collection Survey on Japanese Language Trainings for Applicants for Work in Japan*”

To the authorized representatives of the Consultants

The Japan International Cooperation Agency (JICA) Indonesia Office now invites proposals to provide the following consulting services: *Data Collection Survey on Japanese Language Trainings for Applicants for Work in Japan*. More details of the services are provided in the Terms of Reference.

The RFP includes the following documents

- Section 1 - Letter of Invitation (LOI)
- Section 2 - Summary Sheet of the Instruction to Consultants
- Section 3 - Instruction to Consultants (ITC)
- Section 4 - Technical Proposal Forms
- Section 5 - Financial Proposal Forms
- Section 6 - Terms of Reference (TOR)
- Section 7 - Standard Form of Contract (Time-Based)

Section 2. Summary Sheet of the Instructions to Consultants

1. Name of the assignment	Data Collection Survey on Japanese Language Trainings for Applicants for Work in Japan
2. Method of selection	QCBS (Quality and Cost Based Selection)
3. JICA's officer in charge	Ms. Mira Ayu, JICA Indonesia Office E-mail: Mira-Ayu@jica.go.jp
4. Pre-proposal conference	A pre-proposal conference will be held: <input type="checkbox"/> No
5. Type of contract	Time-based
6. Deadline of request for clarification	Date: 10 July 2023 Time: 12:00pm Jakarta time
7. Expected date for Response to the Clarification	Date: 14 July 2023
8. Proposal submission deadline	Date: 20 July 2023 Time: 12:00pm Jakarta time
9. Proposal submission address	same as the above 3. JICA's officer in charge by email including following addresses as cc: Kawamoto, Hanako Kawamoto.Hanako2@jica.go.jp and Elyfirma, Duma Elyfirma-Duma@jica.go.jp
10. Expected date for the negotiations	Late July 2023
11. Expected date for the commencement of the Services	Early August 2023

Section 3. Instructions to Consultants

A. General Provisions

- 1. Introduction**
- 1.1 Consultants are invited to submit a Technical Proposal together with a Financial Proposal for consulting services required for the assignment (hereinafter called the “Proposal”). The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 1.2 JICA will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in **Section 2 Summary Sheet**.

B. Preparation of Proposals

- 2. General Considerations** In preparing the Proposal, the Consultant is expected to examine the Request for Proposal (hereinafter called the “RFP”) in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 3. Cost of Preparation of Proposal** The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and JICA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. JICA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 4. Language** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and JICA, shall be written in English.
- 5. Documents Comprising the Proposal** The Proposal shall comprise the documents and forms listed below;
- 1st Inner Envelope with the Technical Proposal:**
- (1) TECH-1
 - (2) TECH-2
 - (3) TECH-3
 - (4) TECH-4
 - (5) TECH-5
 - (6) TECH-6
- 2nd Inner Envelope with the Financial Proposal:**
- (1) FIN-1
 - (2) FIN-2

- 6. Only One Proposal** The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.
- 7. Proposal Validity** Proposal must remain valid for thirty (30) calendar days after the Proposal submission deadline.
- 8. Clarification and Amendment of RFP** The Consultant may request a clarification of any part of the RFP by the date indicated in **Section 2. Summary Sheet of the Instruction to Consultants**. Any request for clarification must be sent in writing, or by standard electronic means, which includes facsimile and email transmissions, to JICA's address indicated in the said **Summary Sheet**. JICA will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants on or before the date indicated in the said Summary Sheet. Should JICA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below;
- (1) At any time before the proposal submission deadline, JICA may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
 - (2) If the amendment is substantial, JICA may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 9. Technical Proposal Format and Content**
- 9.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details shall be declared non-responsive.
 - 9.2 The Consultant is required to submit a Technical Proposal using the standard forms provided in **Section 4. Technical Proposal Forms**.
- 10. Financial Proposal**
- 10.1 The Financial Proposal shall be prepared using the provided in **Section 5. Financial Proposal Forms**. It shall list all costs associated with the assignment, including (a) remuneration, (b) reimbursable expenses indicated in the Financial Proposal Forms.
 - 10.2 The Consultant is responsible for meeting all tax liabilities arising out of the Contract.
 - 10.3 The Consultant shall express the price for its Services in **Indonesian Rupiah (IDR)**.

C. Submission, Opening and Evaluation

11. Submission, Sealing, and Marking of Proposals

- 11.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 5 (Documents Comprising Proposal). The submission can be done by mail or by hand.
- 11.2 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 11.3 Submissions may be made in hard copy or by e-mail.

A. Submission of Proposal in hard copy:

- 11.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is as stated below;
- (1) **Technical Proposal:** one (1) original and 2 copies;
- (2) **Financial Proposal:** one (1) original.
- All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 11.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, name of the Assignment, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL 20 JULY 2023, 12:00PM Jakarta time.**”
- 11.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 11.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE 20 JULY 2023, 12:00PM Jakarta time**”.
- 11.8 If the envelopes and packages with the Proposal are not sealed and marked as required, JICA will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 11.9 The Proposal must be sent to the address and received by JICA no later than the deadline indicated in **Section 2. Summary Sheet of the Instruction to Consultants**, or any extension to this deadline. Any Proposal received by JICA after the deadline may be declared late and rejected, and promptly returned unopened.

B. Submission of the Proposal by e-mail:

11.10 The signed Proposal shall be sent to the address Mira-Ayu@jica.go.jp in following three steps:

Step 1. Submission of Technical and Financial Proposal, in separate files in PDF format protected with a different password for each document.

Step 2. The consultant shall send a password for the Technical Proposal in a separate e-mail.

Step 3. After the evaluation of the Technical Proposal in late June, JICA will request a password to access the Financial Proposal, only to the Consultant(s) that pass the technical phase.

11.11 The Proposal must be sent to the address and received by JICA no later than the deadline indicated in **Section 2. Summary Sheet of the Instruction to Consultants**, or any extension to this deadline. Any Proposal received by JICA after the deadline may be declared late and rejected, and promptly returned unopened.

12. Confidentiality

From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact JICA on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

13. Proposals Evaluation

13.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

13.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, JICA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

14. Evaluation of Technical Proposals

14.1 JICA shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system described below;

I Consultant's prior experience and competence in the field covered by the TOR: 20

II Adequacy of the proposed approach, methodology and work plan in responding to the TOR: 40

III Experience and records of the staff members to be assigned to the work: 40

a) Position 1: Team Leader: 20

b) Position 2: Technical Expert in the proposed area: 20

Total Points for Three Criteria: 100

14.2 Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score required to pass: 70

15. Correction of Errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

15.1 If a Time-based Contract form is included in the RFP, JICA will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and JICA shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

15.2 If a Lump-sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

16. Taxes

The JICA's evaluation of the Consultant's Financial Proposal shall include taxes and duties in Indonesia.

17. Combined Quality and Cost Evaluation

(In case of Quality- and Cost-Based Selection (QCBS))

17.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions stated below.

[Financial Score]

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

[Combined Score]

The weights given to the Technical (T) and Financial (F) Proposals are:

W1 (T) = 80 %, and

W2 (F) = 20 %

Proposals are ranked according to their combined technical

(St) and financial (Sf) scores using the weights (W1 = the weight given to the Technical Proposal; W2 = the weight given to the Financial Proposal; $W1 + W2 = 100(\%)$) as following:
 $S = St \times T\% + Sf \times F\%$

- 17.2 The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

D. Negotiations and Award

18. Negotiations

The negotiations will be held shortly after notification to successful/unsuccessful consultant(s) with the successful Consultant's representative(s).

[Technical negotiations]

- 18.1 The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, JICA's inputs, the Conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, in order that the quality of the final product, its price, or the relevance of the initial evaluation may not be affected.

[Financial negotiations]

- 18.2 The financial negotiations will reflect the agreed technical modifications in the cost of the services.
- 18.3 The financial negotiations will, as necessary, include remuneration rate and quantities of items of reimbursable expenses that may be increased or decreased from the relevant amounts shown in the Financial Proposal but without significant alterations.

19. Conclusion of Negotiations

- 19.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by JICA and the Consultant's authorized representative.
- 19.2 If the negotiations fail, JICA shall terminate the negotiations informing the Consultant of the reasons for doing so and will invite the next-ranked Consultant to negotiate a Contract.

20. Award of Contract

- 20.1 After completing the negotiations JICA shall award the Contract to the selected Consultant and promptly notify the other shortlisted Consultants. Technical Proposals of those consultants who were unsuccessful shall be disposed or returned.
- 20.2 The Consultant is expected to commence the assignment on the date specified in **Section 2. Summary Sheet of the Instruction to Consultants.**

Section 4. Technical Proposal Forms

{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

Form	Description	Page Limit
TECH-1	Technical Proposal Submission Form	<i>[insert: number]</i>
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B. Consultant's Experience	<i>[insert: number]</i>
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	<i>[insert: number]</i>
TECH-4	Work Schedule and Planning for Deliverables	<i>[insert: number]</i>
TECH-5	Personnel Schedule	<i>[insert: number]</i>
TECH-6	Curriculum Vitae (CV) for Key Experts	<i>[insert: number]</i>

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Chief Representative
Japan International Agency (JICA) Indonesia Office

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[insert: title of assignment]* in accordance with your Request for Proposals dated *[insert: date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as a joint venture with: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture. }

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by JICA.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Instructions to Consultants (ITC).
- (c) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the expected date for the commencement of the Services indicated in the Summary Sheet of the Instruction to Consultants.

We understand that you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

Authorized Signature **{In full and initials}**: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.}

Form TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

{Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.}

A - Consultant's Organization

{Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member for this assignment, including organizational chart, a list of Board of Directors, and beneficial ownership.}

B - Consultant's Experience

{1. List only previous similar assignments successfully completed in the last [.....] years.}
 {2. List only those assignments for which the Consultant was legally contracted by JICA and other similar organizations as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by JICA.}

Duration	Assignment name & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent) / Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

Form TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

{Form TECH-3: a description of the approach, methodology, and work plan for performing the assignment}

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TOR in here.}
- b) **Work Plan and Staffing.**
{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by JICA), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the FORM Tech-4 (Work Schedule).}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by JICA. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}



Form TECH-4: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Activity	Months											
		1	2	3	4	5	6	7	8	9	n	

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as JICA’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-5: PERSONNEL SCHEDULE

N°	Name of Expert / Position	Input of the Personnel												Total person- month input
		1	2	3	4	5	6	7	8	9	10	11	12	
EXPERT(S)														
1														
2														
3														
4														
n														
													Sub-Total	
Other Personnel														
1														
2														
n														
													Sub-Total	

- For experts the input should be indicated individually; for other personnel it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).
- Months are counted from the start of the assignment.
 -  Full time input
 -  Part time input

FORM TECH-6

CURRICULUM VITAE (CV) FOR EXPERTS

Position Title	{e.g., TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Residence / Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment:

{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Expert's contact information: (e-mail, phone)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by JICA.

Name of Expert	Signature	Date {day/month/year}
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Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date {day/month/year}
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Section 5. Financial Proposal Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2 and 3.

FIN-1 Financial Proposal Submission Form

FIN-2 Breakdown of Remuneration, Reimbursable Expenses and Indirect Local Tax Estimates

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Chief Representative
JICA Indonesia Office

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[insert: title of assignment]* in accordance with your Request for Proposal dated *[insert: date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of IDR **{Insert amount(s) in words and figures}**, including of all indirect local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand that you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

Authorized Signature **{In full and initials}**: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Contact information (phone and e-mail): _____

FORM FIN-2

BREAKDOWN OF REMUNERATION, REIMBURSABLE EXPENSES AND INDIRECT LOCAL TAX ESTIMATES

{When used for Lump-sum Contract assignment, information to be provided in this Form shall only be used, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-sum Contracts.}

TOTAL COSTS OF (1), (2) AND (3) : {insert: total estimate cost in IDR (Indonesian Rupiah)}

Remuneration					
No.	Name	Position	Person-month Remuneration Rate	Time input in person/month	Cost
	1) Experts				
1					
2					
3					
	2) Other Personnel				
1					
2					
3					
Total of (1)					

Reimbursable Items					
	Type of Reimbursable expenses	Unit	Unit Cost	Quantity	Cost
1	{e.g., Per diem allowances}	{Day}			
2	{e.g., national air travel}	{Trip}			
3	{e.g., rent-a-car}	{Day}			
4	{e.g., reproduction of reports}				
5	{e.g., office rent}				
6	{e.g., office supplies}				
7	{e.g., support staff/secretary}				
8	{e.g., seminars/workshops}				
Total of (2)					

Total Costs of (1)+(2)					
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Indirect Local Tax Estimates		
1	{insert type of tax. e.g., VAT or sales tax}	
2	{e.g., income tax on non-resident experts}	
3	{insert type of tax}	
4	{insert type of tax}	
Total Estimate for Indirect Local Tax (3)		

Section 6. Terms of Reference (TOR)

1. Background

Before the COVID-19 pandemic, the number of Indonesian workers dispatched overseas ranged between 200,000 to 300,000 annually, with an estimated total of 6 million Indonesians working across 150 countries as of 2019. According to a 2017 World Bank report, the five reasons for the significant positive impact of migrant workers on the Indonesian economy can be explained as follows: (1) increase of employment opportunities overseas, (2) positive wage difference between international and domestic wages, (3) acquisition of skills and experience, (4) alleviation of household budget burdens by remittances, and (5) sustainable benefits from investment in education and local business by remittances.

As a result, the Indonesian government is currently working towards revising laws and improving systems related to the dispatch and protection of migrant workers in an appropriate manner. Moreover, the government has set a goal of sending more than 100,000 Specified Skilled Worker (SSWs) and/or Technical Intern Training Programs (TITPs) from Indonesia to Japan within the next five years. Despite both governments promoting various measures to ensure the appropriate dispatch and protection of workers, however, the resultant number of workers sent to Japan remains limited. One of the main reasons commonly cited across sectors is the difficulty in acquiring the Japanese language ability required to work in Japan. Given this context, this study aims to collect basic information about the current situation of Japanese language trainings in the context of migrant workers to identify their needs. The goal is to examine possible avenues for cooperation in the field of Japanese language education to expand the number of migrant workers dispatched to Japan.

2. Objective(s) of the Assignment

Based on the hypothesis that the bottlenecks in sending workers to Japan are: (a) the limited pool of candidates¹ enrolling in Sending Organizations (SOs), and (b) inadequate Japanese language trainings, this study aims to achieve the following objectives:

- I. Identify potential beneficiaries² for future JICA's assistance
- II. Identify existing resources³ available in Indonesia for future JICA's assistance
- III. Explore potential areas and approaches for future assistance from JICA

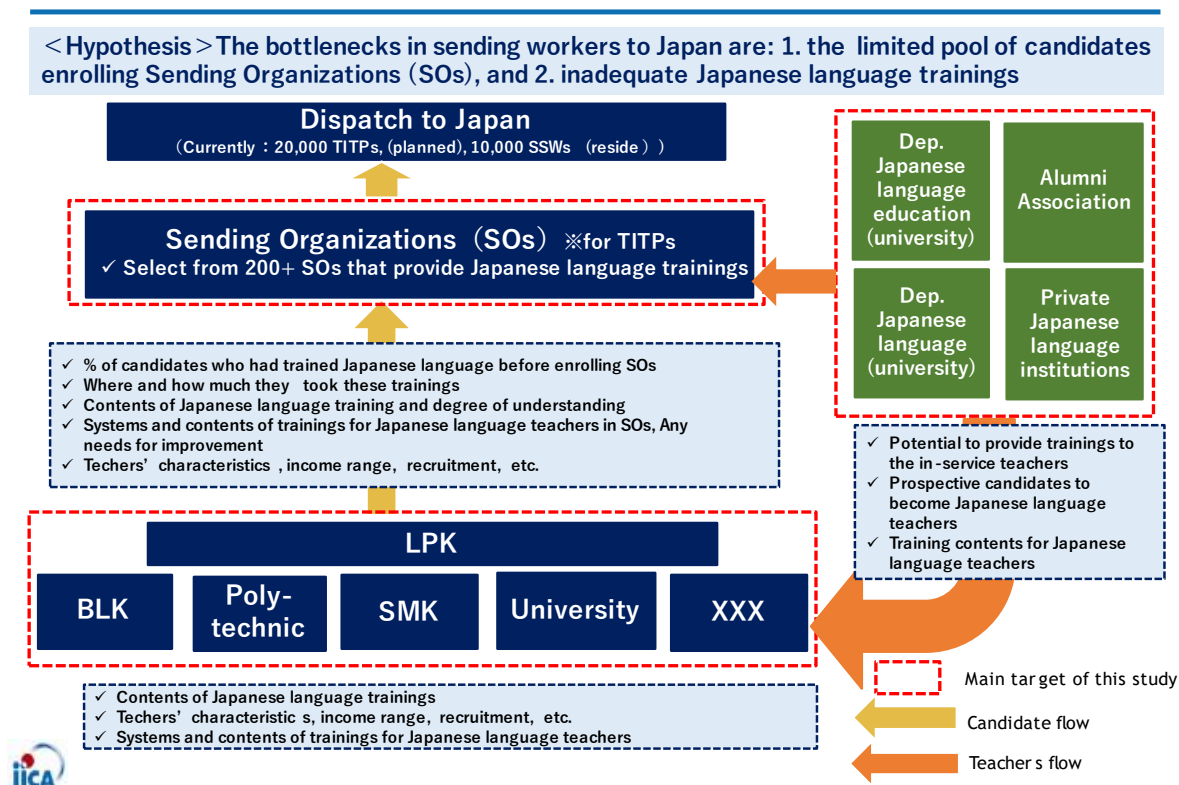
Specifically, this study will investigate: 1) where candidates for SOs come from, 2) the current situation of Japanese language trainings, including those of its teachers at SOs, and 3) those training situations before entering SOs. Following the analysis of the above points, this study will explore possible avenues for future assistance, including Training of Trainers (TOT) for current Japanese language teachers. Figure 1 illustrates the framework of this study.

¹ In this TOR, candidate means a person who is preparing to go to Japan for work or technical intern.

² Beneficiaries in this TOR refer to direct beneficiaries. Direct beneficiaries are persons or institutions (e.g., counterpart and/or implementing agencies that directly receive assistance from JICA.) that will directly benefit (positively change) from the achievement of project objectives as a result of JICA's implementation of a project. Due to the characteristics of an ODA project, the direct beneficiaries are expected to be public institutions.

³ Available resources refer to the resources, both tangible and intangible, that are currently available within Indonesia for achieving a project's objectives. These resources can include natural resources, human resources, financial resources, infrastructure, existing system, and technology, among others.

Figure 1. Study Framework
Image of the Japanese Language Education Study



3. Scope of Services, Tasks (Components) and Expected Deliverables

This study consists of six main tasks:

- (1) Preparation (tentative: Early August to Mid-August 2023)
 - Draft an inception report containing this study's detailed plan and strategy to be submitted to the JICA Indonesia office, based on the Technical Proposal and contract negotiation.
 - Revise the report in accordance with feedback from JICA⁴, including from other possible relevant stakeholders, such as Japan Foundation, Embassy of Japan, and Ministry of Manpower.
 - Attend an online kick-off meeting to share the revised inception report before finalization
 - Revise⁵ any subsequent drafts to obtain approval from the JICA Indonesia office.
- (2) I. Identify the potential beneficiaries of JICA's assistance (tentative: Mid-August to Late October 2023)
This scope is composed by two stages.

Stage 1: Initial Data Collection

(tentative: Mid- August to Mid-September 2023)

- Select relevant SOs to send the questionnaires to. Initial plan is to select SOs that are currently active and have sent certain number of workers/interns to Japan. **Any other selection criteria shall be suggested in the Technical Proposal.** Data showing the number of technical interns from each SO will be available by the Ministry of Manpower to assist in selection of relevant SOs based on their potential to increase send-outs to Japan. **In the technical proposal and budgeting, the selection criteria and sample size from a set of 200 SOs which statistically meaningful shall be proposed.**
- Prepare and distribute questionnaires to selected SOs. Questionnaire distribution to SOs is expected to be carried out through online questionnaire and/or phone interview. The questionnaire must, at

⁴ In this TOR, "JICA" means both HQ and Indonesia office.

⁵ The revision process may involve 2-3 exchanges between JICA and the consultant.

minimum, include the topics in Table 1. **Any other topics to be included shall be suggested in the Technical Proposal** or in consultation with JICA.

- Collect and analyze answers⁶.
- Prepare the 1st mid-term report meeting to share the tentative findings of stage 1 and share plans for stage 2. Preparation includes presentation materials that will be submitted to JICA Indonesia two (2) days before the meeting at the latest. Plans for stage 2 include but not limited to the selection criteria and sample size for the stage 2 target institutions. Especially, selection criteria for the targets of qualitative study (e.g., Key Informant Interviews⁷ (KIIs) and Focus Group Discussions⁸ (FGDs)) needs to be provided. The tentative location of the qualitative study in Jakarta and Surabaya has been selected according to precedence set by skill tests for SSWs in the fields of caregiver, agriculture, fishery, and accommodation (hospitality). However, the location can be subject to change based on analysis.
- Host the 1st mid-term report meeting. The participants of this meeting may include JICA, Japan Foundation, Embassy of Japan, and Ministry of Manpower. This meeting can be held either off-line or hybrid.
- Revise plans for stage 2, including the selection criteria and sample size for the stage 2 target institutions, as necessary to integrate feedback from the meeting.

Table 1. Items to be covered by questionnaire (Stage 1)

Survey Items		Examples
(1) Situation of candidates enrolled in SOs		
	Overview	Hometown, ethnic composition, challenges to learn Japanese language
	Japanese language ability at the time of enrollment	
	Japanese language ability	
	Japanese language trainings before enrollment	Take/not take
	If taken,	Training style, duration, contents
2. Situation of Japanese language training		
	Training contents	
	Textbooks	
	Contents	Curriculum and/or module and/or method (online/offline)
	Duration	
	Needs/challenges	
	Teachers	
	Characteristics	Employment requirements, number of teachers who have completed a teaching course, types of Japanese language certification, travel history to Japan, income range, Number of staff by employment status, hours of teaching per week, where these teachers are recruited from
	Training opportunity	Attendance and frequency of in-service training in Japanese language instruction after employment as a teacher, within the

⁶ Due to the time constrains, JICA will decide whether to carry out analysis and further steps in the event that the number of responses do not constitute statistical significance by stage end.

⁷ Key informant interview is a qualitative, in-depth interview of individual people selected for their first-hand knowledge about a topic of interest.

⁸ Focus group discussion is a method for collecting qualitative data that gathers a small group of people together to discuss a specific topic in a moderated setting.

		last 5 years.
	Needs/Challenges	
	Training results	Number of examinees, most recent pass/fail records
3. Basic Information about SO		
	Overview	Investors or persons paying operating expenses, annual sales, fees collected from students, number of staff, number of Japanese speakers among staff, number of students returning from Japan
	Performance	Sending countries, number of workers sent (most recent and cumulative)
	Recruitment methods	Timing of recruitment, methods

Stage 2: Data Collection and Interviews

(tentative: Late September to Late October 2023)

- Select relevant institutions such as LPK, BLK, university, polytechnic, SMA/SMK, where the candidates belonged before entering SOs, for questionnaires based on stage 1 results and mid-term meeting. **In the budgeting, consider a sample size that completely fulfill the following process within 6 weeks period: 1-1. sending out questionnaires, 1-2. collecting and analyzing answers, 2-1. conducting interviews and/or discussion in Jakarta for a week and in Surabaya for 3 days and 2-2. analyzing these interview and/or discussion results.**
- Prepare and distribute questionnaires to the selected institutions. The questionnaire must, at minimum, include the topics in Table 2. **Any other topics to be included shall be suggested in the Technical Proposal** or in consultation with JICA Indonesia.
- Collect and analyze questionnaire responses.
- Prepare a semi-structured interview guide to conduct KIIs and/or FGDs.
- Select relevant institutions to conduct above KIIs, FGDs.
- Conduct above KIIs and FGDs, then analyze the results
- Prepare the 2nd mid-term report meeting to share stage 2 results. Preparation includes the presentation materials that will be submitted to JICA Indonesia two (2) days before the meeting at the latest.
- Hold the 2nd mid-term report meeting. Prospective participants of this meeting include JICA, Japan Foundation, Embassy of Japan, and Ministry of Manpower, also training and education institutions.
- Draft the final report integrating with feedback from the 2nd mid-term report meeting.

Table 2. Items to be covered by questionnaire (Stage 2)

Survey Items		Examples
1. Situation of Japanese language training		
	Training contents	
	Textbooks	
	Contents	Curriculum and/or module
	Duration	Total study hour per training
	Needs/Challenges	
	Training results	Number of examinees, most recent pass/fail records
2. Situation of Japanese Language Teachers		
	Characteristics	Employment requirements including educational background, number of teachers who have completed a teaching course, types of Japanese language certification, travel history to Japan, income range, Number of staff by employment status, hours of teaching per

		week, where these teachers are recruited from
	Training opportunity	Attendance and frequency of in-service training in Japanese language instruction after employment as a teacher, within the last 5 years.
	Needs/Challenges	
(2) Basic Information about Respondents		
	Overview	number of students, number of students who take Japanese language training/year, number of staff, number of Japanese speakers among staff, number of graduates going/returning to/from Japan by SSW/TITP scheme
	Information about their students	Recruitment methods, ethnic composition, how much money is required/disbursed to learn Japanese language, challenges to learn Japanese language (its language material, institutions, others)

(3) II. Identify existing resources available in Indonesia

(tentative: Mid-September to Mid-October 2023)

- Prepare the questionnaire for institutions where Japanese language teachers are trained, based on the results of (1) Stage 1. **The topics to be covered by the questionnaire shall be proposed in the Technical Proposal.**

(4) III. Explore potential areas and approaches for future assistance from Japan

(tentative: Mid-October to Early November 2023)

- Draft final paper including possible avenues for future cooperation with Japan, including analysis of results (2) and (3).

(5) Final report

(tentative: Early November to Late November 2023)

- Submit a draft of the final report including the results of (2) to (4) to the JICA Indonesia office.
- Revise the report in accordance with feedback from JICA, including from other possible relevant stakeholders, such as Japan Foundation, Embassy of Japan, and Ministry of Manpower.
- Revise⁹ any subsequent drafts to obtain approval from the JICA Indonesia office.

(6) Disseminate the result to stakeholders and JICA Indonesia

- The consultant is required to conduct an offline/hybrid workshop to disseminate the study result and share the challenges and efforts with the GoI, relevant stakeholders, and other relevant resources based on mutual agreement with JICA Indonesia.

3.1 Study Methods

The study will use a combination of quantitative and qualitative research methods, such as surveys and interviews, to collect and analyze data.

3.2 Target locations

Questionnaire survey: Nationwide

Interview and group discussion: Jakarta and Surabaya, subject to results.

3.3 Study Duration

Duration of Contract: 5 months

⁹ The revision process may involve 3-4 exchanges between JICA and the consultant.

3.4 Expected Deliverables

Following deliverables shown in table 3 must be submitted and approved by JICA Indonesia. In order to obtain approval, the draft of each deliverable must be submitted in advance and revised according to feedback.

Table 3. Expected Deliverables

No.	Deliverable	Content
1	Inception Report	Detailed plan and strategy of this study
2	Meeting materials for the 1 st mid-term report meeting	Tentative results of the stage 1 and plans for the stage 2 activities
3	Meeting materials for the 2 nd mid-term report meeting	Tentative results of the stage 2
4	Final Report	Results of (2) to (4) of Scope of Works integrated with feedback comments from stakeholders. Tentative outline of the final report is shown in table 4. Other items or structure can be proposed in the Technical Proposal or consulted with JICA Indonesia office during the draft stage of the final report.
5	Financial Report	It consists of 2 parts for Remuneration and Reimbursement. The consultant is required to plan the budget for the fieldwork on the mutual agreement with JICA Indonesia Office. The report will compare the contract's budget and the utilization with providing original receipt from 3 rd party companies for reimbursement process. In addition, JICA Indonesia prohibit cash transaction with the Government of Indonesia officials, consumption for consultant, and personal expenses such as telephone cost including internet data cost, private car gasoline, and etc. All of those items related with the consultant's activity shall be calculated in the remuneration part.

Table 4. Tentative Outline of the Final Report

<ol style="list-style-type: none"> 1. Introduction <ol style="list-style-type: none"> 1.1 Background 1.2 Purpose 2. Methods 3. Results <ol style="list-style-type: none"> 3.1 Current situation and needs for the Japanese language trainings in SOs 3.2 Current situation and needs for the Japanese language trainings before entering SOs 3.3 Current situation of trainings for Japanese language teachers 4. Recommendation and Conclusion <ol style="list-style-type: none"> 4.1 Suggestions for future possible cooperation 4.2 Conclusion

4. Team Composition & Qualification Requirements for the Experts (and any other requirements which will be used for evaluating the Experts)

4.1 Team Composition

The tentative plan for the team composition is shown below. However, **team composition other than below can be proposed by the Technical Proposal.**

Main experts:

1. Migrant worker specialist (lead consultant /lead writer)
2. Japanese language training specialist (sub-leader)

Supporting members:

3. Analyst
4. Interviewers (only during the qualitative study)
5. Assistant (only during the qualitative study)

4.2 Qualification Requirements for Lead Consultant

- Minimum master's degree from respected universities in the relevant field.
- More than 6 years' relevant work experiences or other equivalent qualifications
- Excellent oral and written communication skills both in Bahasa Indonesia and English
- Strong analytical skills
- Strong commitment to results and performance under tight deadlines.

5. Reporting Requirements and Time Schedule for Deliverables

5.1. Reporting Requirements

- All the deliverables must be made in English.
- Submission of deliverables, except for the final report, must be by email to the JICA Indonesia Office.
- Submission of the final report must be by PDF through email and two physical copies of manuscripts to the JICA Indonesia Office.
- Submission of the financial report must be original version to the JICA Indonesia Office.

5.2. Time Schedule for Deliverables

See the appendix 1 for the tentative schedule. The contract period must not exceed five (5) months. **The breakdown of schedule can be proposed by the Technical Proposal.**

6. JICA's Input

While the consultant team is expected to take the initiative in carrying out the above-mentioned Scope of Works, JICA will provide support in the form of a letter of request for survey cooperation, as necessary.

7. Others

Will be determined later based on mutual agreement between the consultant and JICA Indonesia Office

END

Appendix 1. Time Schedule for Deliverables

Activity	Week																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
Preparation	█																						
Inception report (approved)		▲																					
Identify the potential beneficiaries of support		█																					
Stage 1		█																					
1st Mid-term report meeting						▲																	
Stage 2							█																
2nd Mid term report meeting													▲										
Identify the existing available resources							█																
Explore approaches for future assistance											█												
Final report (draft)													█										
Final report (approved)																	▲						
Financial report																		█				▲	
Disseminate the result																			▲				

NO. [#####]

**CONTRACT FOR CONSULTANT'S SERVICES
PERJANJIAN UNTUK LAYANAN KONSULTASI
(Time-Based)
(Berdasarkan Waktu)**

**Project Name: Data Collection Survey on Japanese
Language Trainings for Applicants for Work in Japan
Nama Proyek: *[nama penugasan layanan konsultasi]***

**Between
*Antara***

**Japan International Cooperation Agency
Indonesia Office**

**And
*Dan***

[Name of the Consultant]

This CONTRACT (hereinafter called the “Contract”) is made **the [day]** day of the month of **[month], [year]**, between, on the one hand, Japan International Cooperation Agency (JICA) Indonesia Office (hereinafter called the “Client”) and, on the other hand, **[name of Consultant]** (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Special Conditions of Contract (SCC);
 - (b) The General Conditions of Contract (GCC);
 - (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Expert

PERJANJIAN **ini** (selanjutnya disebut sebagai “Perjanjian”) dibuat pada **[hari]** hari bulan **[bulan], [tahun]**, antara, satu pihak, Japan International Cooperation Agency (JICA) Indonesia Office (selanjutnya disebut sebagai “Klien”) dan, pihak satunya **[nama Konsultan]** (selanjutnya disebut sebagai “Konsultan”).

BAHWA

- (a) Klien telah meminta Konsultan untuk menyediakan layanan konsultasi tertentu sebagaimana didefinisikan dalam Perjanjian (selanjutnya disebut sebagai “Layanan”).
- (b) Konsultan, yang telah menyatakan kepada Klien bahwa ia memiliki keterampilan profesional, keahlian dan sumber daya teknis yang disyaratkan, telah setuju untuk memberikan Layanan dengan syarat dan ketentuan yang ditetapkan dalam Perjanjian ini;

SELANJUTNYA para pihak dengan ini menyetujui sebagai berikut:

- 1. Dokumen-dokumen berikut yang dilampirkan di sini akan dianggap sebagai bagian yang tidak terpisahkan dari Perjanjian ini:
 - (a) Syarat Khusus Perjanjian (SCC);
 - (b) Syarat Umum Perjanjian (GCC);
 - (c) Lampiran-lampiran berikut:
 - Lampiran A : Deskripsi Layanan
 - Lampiran B : Ahli

Appendix C: Breakdown of Remuneration, Reimbursable Expenses and Tax Estimates

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of
Untuk dan atas nama
Japan International Cooperation Agency
(JICA) Indonesia Office

Takehiko Yasui
Chief Representative/ *Kepala Perwakilan*

Lampiran C: Rincian Remunerasi, Pengeluaran yang dapat Diganti dan Perkiraan Pajak.

Dalam hal adanya ketidakonsistenan antara dokumen-dokumen, urutan prioritas berikut akan berlaku: Syarat Khusus Perjanjian; Syarat Umum Perjanjian; Lampiran A; Lampiran B; Lampiran C. Referensi apapun untuk Perjanjian ini akan mencakup, dimana keadaannya memperkenankan, referensi ke Lampirannya.

2. Hak dan kewajiban bersama antara Klien dan Konsultan akan diatur dalam Perjanjian, khususnya:
 - (a) Konsultan harus menjalankan Layanan sesuai dengan ketentuan-ketentuan Perjanjian; dan
 - (b) Klien harus melakukan pembayaran kepada Konsultan sesuai dengan ketentuan-ketentuan Perjanjian;

DENGAN DEMIKIAN, Para Pihak dalam Perjanjian ini telah membuat Perjanjian ini untuk ditandatangani atas nama masing-masing pada hari dan tahun pertama yang tertulis di atas.

Sample contract template

For and on behalf of

Untuk dan atas nama

*[name of Consultant or Name of a Joint
Venture]*

*[Authorized Representative of the Consultant –
name and signature]/[Perwakilan Resmi
Konsultan- nama dan tanda tangan]*

Special Conditions of Contract

Syarat Khusus Perjanjian

Number of GCC Clause <i>Nomor Klausul GCC</i>	Amendments of, and Supplements to, Clauses in the General Conditions of Contract <i>Perubahan, dan Tambahannya untuk, Klausul dalam Syarat Umum Perjanjian</i>
1.6	<p>The addresses are: <i>Alamat-alamatnya adalah:</i></p> <p>For the Client/Untuk Klien Attention/ <i>Kepada</i> : <u>Mr./Ms. (担当者名)</u> Address/<i>Alamat</i>: <u>C/O; Japan International Cooperation Agency Indonesia Office, Sentral Senayan 2, Jl. Asia Afrika No.8, Jakarta 10270,</u> Telephone/<i>Nomor Telepon</i>: <u>021-5795-2112 Ext. _____</u> E-mail/<i>E-mail</i>: <u>_____@jica.go.jp</u></p> <p>For the Consultant/Untuk Konsultan Attention/<i>Kepada</i>: <u>Mr. /Ms. _____</u> Address/<i>Alamat</i> : _____ Telephone/<i>Nomor</i> _____ <i>Telepon:</i> <u>Ext. _____</u> E-mail/<i>E-mail</i>: _____</p>
1.7	<p><i>To be clarified during the negotiation. Only applicable if the Consultant consists of a Joint Venture.</i></p>
1.8	<p>The Authorized Representatives are: <i>Perwakilan Resmi adalah:</i></p> <p>For the Client/Untuk Klien: <u>Mr./Ms. (監督職員名), Senior Representative/Perwakilan Senior</u> For the Consultant/Untuk Konsultan: <u>Mr./Ms. Team Leader 等), Team Leader/Pemimpin Tim _____</u></p>
2.1	<p>This Contract shall remain in force until <i>[insert date]</i>. <i>Perjanjian ini akan berlaku sampai dengan [masukkan tanggal]</i></p>
3.7	<p><i>To be discussed during the negotiation if necessary</i></p>
5.1	<p><i>To be clarified during the negotiation</i></p>
5.2	<p><i>To be clarified during the negotiation</i></p>

Sample contract template

6.1(b)	<p>The ceiling amount is <i>[insert amount and currency]</i> inclusive or exclusive of local taxes. <i>Jumlah maksimum adalah [masukkan jumlah dan mata uang] termasuk atau tidak termasuk pajak lokal.</i> The amount of VAT is <i>[insert amount and currency]</i>. <i>Jumlah PPN adalah [masukkan jumlah dan mata uang].</i></p>
6.3	<p>The currency of payment shall be Indonesian Rupiah (IDR). <i>Mata uang untuk pembayaran adalah Rupiah Indonesia (Rp).</i></p>
6.4(a)	<p><i>Not Applicable.</i> <i>Tidak Berlaku.</i></p>
6.4(c)	<p><i>To be clarified during the negotiation</i></p>
6.4(e)	<p>In case the Client obtain permission for exemption of VAT on this Contract from the Government of Indonesia, the Client shall immediately notify the Consultant with the necessary documents and shall exclude the amount of VAT from the final payment. <i>Dalam hal Klien mendapatkan izin untuk mengecualikan PPN dalam Perjanjian ini dari Pemerintah Indonesia, Klien akan segera mungkin memberitahukan Konsultan dengan dokumen yang diperlukan dan akan mengecualikan jumlah PPN dari pembayaran akhir.</i></p>
6.4(f)	<p>The account is: <i>Akunnya adalah:</i></p> <p>Bank Name: AA Bank <i>Nama Bank</i> Branch Name: BB Branch <i>Nama Cabang</i> Address: CC, Jakarta <i>Alamat</i> Account No.: 1234567 <i>Nomor Akun</i> Name of the account's holder: DDDD <i>Nama pemegang akun</i></p>

General Conditions of Contract *Syarat Umum Perjanjian*

1. General Provision

1.1 Definitions

Unless the context otherwise requires, the following terms whenever in this Contract have the following meanings;

- (a) “Applicable Law” means the law and any other instruments having the force of law in Indonesia, as they may be issued and in force from time to time.
- (b) “Client“ means Japan International Cooperation Agency Indonesia Office (JICA).
- (c) “Consultant“ means any entity or individual including a Joint Venture selected by the Client to provide the Services under the signed Contract.
- (d) “Party“ means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (e) “Contract“ means legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (f) “day” means calendar day unless indicated otherwise.

1. Ketentuan Umum

1.1 Definisi

Kecuali jika isi nya menentukan lain, istilah berikut ini dalam Perjanjian ini memiliki arti sebagai berikut;

- (a) “Hukum yang Berlaku” adalah hukum dan instrument lainnya yang memiliki kekuatan hukum di Indonesia, karena mereka dapat diterbitkan dan berlaku dari waktu ke waktu.
- (b) “Klien” adalah Japan International Cooperation Agency Indonesia Office (JICA).
- (c) “Konsultan” adalah badan atau individu apapun termasuk *Joint Venture* yang dipilih oleh Klien untuk menyediakan Layanan berdasarkan Perjanjian yang ditandatangani.
- (d) “Pihak” adalah Klien atau Konsultan, jika memungkinkan, dan “Para Pihak” berarti adalah keduanya.
- (e) “Perjanjian” adalah perjanjian tertulis yang mengikat secara hukum yang ditandatangani antara Klien dan Konsultan dan termasuk seluruh dokumen-dokumen yang terlampir yang terdaftar dalam ayat 1 dalam Formulir Perjanjian (Ketentuan Umum (GCC), Ketentuan Khusus (SCC), dan Lampiran-lampiran.
- (f) “hari” adalah hari calendar kecuali diindikasikan sebaliknya.

Sample contract template

- (g) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A
- (h) “GCC” means these General Conditions of Contract.
- (i) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (j) “Joint Venture“ means an association with or without a legal personality distinct from its members, of more than one Consultant where one member has the authority to conduct all businesses for and behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) “Sub-consultant(s)” means an entity or an individual to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (l) “Experts” means an individual professional provided by the Consultant, its Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (m) “Third Party” means any person or entity other than the Client, the Consultant or a Sub-consultant.
- (g) “Layanan” adalah pekerjaan yang dilakukan oleh Konsultan sesuai dengan Perjanjian ini yang dideskripsikan dalam Lampiran A.
- (h) “GCC” adalah Syarat Umum Perjanjian.
- (i) “SCC” adalah Syarat Khusus Perjanjian yang mana GCC dapat diubah atau ditambah tetapi tidak ditulis secara berlebihan.
- (j) “*Joint Venture*” adalah asosiasi dengan atau tanpa kepribadian hukum yang berbeda dari anggotanya, lebih dari satu Konsultan dimana satu anggota memiliki wewenang untuk melakukan semua bisnis untuk dan atas nama semua anggota dari JV, dan dimana anggota JV bertanggung jawab secara tanggung renteng kepada Klien atas pekerjaan di Perjanjian.
- (k) “Sub-konsultan” adalah badan atau individu kepada siapa/yang mana Konsultan mensubkontrakkan bagian apapun dari Layanan dengan tetap bertanggung jawab atas pelaksanaan Perjanjian.
- (l) “Ahli” adalah individu profesional yang disediakan oleh Konsultan, Sub-konsultan atau anggota JV yang ditugaskan oleh Konsultan untuk melakukan Layanan atau setiap bagiannya berdasarkan Perjanjian.
- (m) “Pihak Ketiga” adalah setiap orang atau badan selain dari Klien, Konsultan atau Sub-konsultan.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws and any other

1.2 Hukum yang Mengatur Perjanjian

Perjanjian ini, arti dan interpretasi serta hubungan antara Para Pihak akan diatur

instruments having the force of law in Indonesia.

1.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

1.4 Language

This Contract is written in the English language and the Indonesian language. In case of any inconsistency between the English version and the Indonesian version, English version shall always prevail and the relevant Indonesian version shall be deemed to be automatically amended to conform with the relevant English version.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Communications

Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in English. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

dengan hukum dan instrumen lainnya yang memiliki kekuatan hukum di Indonesia.

1.3 Keterpisahan

Jika ada ketentuan atau syarat Perjanjian ini yang dilarang atau dianggap tidak sah atau tidak dapat dilaksanakan, larangan, ketidakabsahan atau ketidakberdayaan tersebut tidak akan memengaruhi keabsahan atau keberlakuan ketentuan-ketentuan lain dan syarat Perjanjian ini.

1.4 Bahasa

Perjanjian ini ditulis dalam Bahasa Inggris dan Bahasa Indonesia. Dalam hal ketidaksesuaian antara versi Bahasa Inggris dengan versi Bahasa Indonesia, versi Bahasa Inggris yang selalu berlaku dan versi Bahasa Indonesia yang terkait akan dianggap secara otomatis dirubah untuk menyesuaikan dengan versi Bahasa Inggris yang terkait.

1.5 Judul

Judul tidak akan membatasi, merubah atau memberikan dampak terhadap arti dari Perjanjian ini.

1.6 Komunikasi

Komunikasi apapun yang diperlukan atau diizinkan untuk diberikan atau dibuat sesuai dengan Perjanjian ini harus secara tertulis dalam Bahasa Inggris. Pemberitahuan, permintaan atau persetujuan apapun akan dianggap telah diberikan atau dibuat saat disampaikan secara langsung kepada perwakilan resmi dari suatu Pihak kepada siapa komunikasi tersebut ditujukan, atau ketika dikirim ke Pihak tersebut pada alamat yang ditentukan dalam SCC.

A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

1.7 Authority of Lead Member

In case the Consultant is a joint venture, the members shall hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

2. Completion, Modification and Termination of Contract

2.1 Expiration Date of Contract

This Contract shall come into force and effect on the date when this Contract has been signed by the Parties and, unless earlier terminated, shall remain in force until the date as stipulated in the SCC.

2.2 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties

Suatu Pihak dapat merubah alamatnya untuk pemberitahuan di bawah ini dengan memberikan kepada Pihak lainnya komunikasi apapun tentang perubahan tersebut ke alamat yang ditentukan dalam SCC.

1.7 Wewenang Pimpinan Anggota

Dalam hal Konsultan adalah *joint venture*, anggota akan dengan ini memberikan wewenang kepada anggota yang ditentukan dalam SCC untuk bertindak atas nama mereka dalam melaksanakan semua hak dan kewajiban Konsultan terhadap Klien berdasarkan Perjanjian ini, termasuk tetapi tidak terbatas pada penerimaan instruksi dan pembayaran dari Klien.

1.8 Perwakilan Resmi

Tindakan apapun yang diperlukan atau diizinkan untuk diambil, dan dokumen apapun yang diperlukan atau diizinkan untuk dilaksanakan berdasarkan Perjanjian ini oleh Klien atau Konsultan dapat diambil atau dilaksanakan oleh pejabat yang ditentukan dalam SCC.

2. Penyelesaian, Perubahan dan Pengakhiran Perjanjian

2.1 Tanggal Berakhir Perjanjian

Perjanjian ini mulai berlaku dan efektif pada tanggal ketika Perjanjian ini telah ditandatangani oleh Para Pihak dan, kecuali diakhiri lebih awal, akan tetap berlaku sampai tanggal yang ditentukan dalam SCC.

2.2 Keseluruhan Perjanjian

Perjanjian ini berisi seluruh janji, penetapan dan ketentuan yang disepakati oleh Para Pihak. Tidak ada agen atau perwakilan dari kedua Pihak yang memiliki wewenang

shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.3 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, pandemic, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

2.4.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all

untuk membuat, dan Para Pihak tidak akan terikat oleh atau bertanggung jawab untuk, pengutaraan, pernyataan, janji atau persetujuan apapun yang tidak diatur di sini.

2.3 Perubahan dan Variasi

Perubahan atau variasi apapun dari syarat dan ketentuan Perjanjian ini, termasuk perubahan atau variasi apapun dari lingkup Layanan, hanya dapat dibuat dengan perjanjian tertulis antara Para Pihak. Tetapi, masing-masing Pihak harus mempertimbangkan usulan untuk perubahan atau variasi yang dibuat oleh Pihak lainnya.

2.4 Keadaan Kahar

2.4.1 Definisi

Untuk tujuan Perjanjian ini “Keadaan Kahar” adalah sebuah peristiwa yang diluar kontrol yang masuk akal suatu Pihak, yang tidak terperkirakan, tidak terhindarkan, dan membuat kinerja suatu Pihak atas kewajibannya di sini menjadi mustahil atau tidak praktis dan dianggap tidak mungkin dalam keadaan tersebut, dan tunduk pada persyaratan tersebut, termasuk tetapi tidak terbatas pada, perang, kerusuhan, gangguan sipil, gempa bumi, kebakaran, ledakan, pandemi, badai, banjir atau kondisi cuaca buruk lainnya, mogok, penguncian atau tindakan industri lainnya, penyitaan atau tindakan apapun lainnya oleh lembaga Pemerintah.

2.4.2 Tidak ada Pelanggaran Perjanjian

Kegagalan suatu Pihak untuk memenuhi kewajibannya di sini tidak akan dipertimbangkan sebagai pelanggaran atau kesalahan berdasarkan, Perjanjian ini sejauh ketidakmampuan tersebut muncul dari peristiwa Keadaan Kahar, asalkan

reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.4.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

Pihak yang terpengaruh oleh peristiwa tersebut telah mengambil semua tindakan pencegahan yang wajar, kehati-hatian dan tindakan alternatif yang wajar, semua dengan tujuan untuk melaksanakan syarat dan ketentuan Perjanjian ini.

2.4.3 Tindakan untuk Diambil

- (a) Suatu Pihak yang terdampak oleh peristiwa Keadaan Kahar akan melanjutkan untuk melakukan kewajibannya berdasarkan Perjanjian ini secara wajar, dan harus mengambil seluruh langkah yang wajar untuk meminimalkan konsekuensi dari setiap peristiwa Keadaan Kahar tersebut.
- (b) Suatu Pihak yang terdampak oleh peristiwa Keadaan Kahar harus memberitahukan Pihak lainnya atas peristiwa tersebut secepat mungkin, dan dalam hal apapun selambat-lambatnya empat belas (14) hari setelah terjadinya peristiwa tersebut, dengan memberikan bukti dan penyebab peristiwa tersebut, dan akan memberikan pemberitahuan tertulis atas pemulihan kondisi normal sesegera mungkin.
- (c) Setiap periode di mana suatu Pihak harus, sesuai dengan Perjanjian ini, menyelesaikan tindakan atau tugas apapun, akan diperpanjang untuk periode yang sama dengan waktu di mana Pihak tersebut tidak dapat melakukan pekerjaannya sebagai akibat dari Keadaan Kahar.
- (d) Selama periode ketidakmampuan untuk melakukan Layanan sebagai akibat dari Keadaan Kahar, Konsultan atas instruksi Klien akan:

- (i) demobilize, in which case the Consultant shall be reimbursed for additional costs which are reasonably and necessarily incurred with prior written approval by the Client, and, if required by the Client, in reactivating the Services; or
- (ii) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and reimbursed for additional costs which are reasonably and necessarily incurred with prior written approval by the Client.

2.5 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.

2.6 Termination

This Contract may be terminated by either Party as per provisions set up below:

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Consultant:

- (i) demobilisasi, dalam hal di mana biaya tambahan yang secara wajar dan perlu dikeluarkan Konsultan dapat diganti dengan persetujuan tertulis sebelumnya oleh Klien, dan, jika diminta oleh Klien, untuk mengaktifkan kembali Layanan; atau
- (ii) melanjutkan Layanan sejauh dapat dilakukan, yang mana Konsultan akan tetap dibayar berdasarkan ketentuan Perjanjian ini dan biaya tambahan yang secara wajar dan perlu dikeluarkan dapat diganti dengan persetujuan tertulis sebelumnya oleh Klien.

2.5 Penangguhan

Klien dapat, dengan pemberitahuan tertulis tentang penangguhan kepada Konsultan, menangguhkan semua pembayaran kepada Konsultan di bawah ini jika Konsultan gagal untuk melakukan kewajibannya berdasarkan Perjanjian ini, termasuk pelaksanaan Pelayanan.

2.6 Pengakhiran

Perjanjian ini dapat diakhiri oleh salah satu Pihak sesuai ketentuan yang ditetapkan di bawah ini:

2.6.1 Oleh Klien

Klien dapat mengakhiri Perjanjian ini dalam hal terjadinya peristiwa-peristiwa yang ditentukan dalam ayat (a) sampai (e) Klausul ini. Dalam hal terjadinya peristiwa tersebut, Klien akan memberikan pemberitahuan tertulis selambat-lambatnya tiga puluh (30) hari sebelum pengakhiran kepada Konsultan:

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- | | |
|--|---|
| (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder; | (a) Jika Konsultan gagal untuk memperbaiki kegagalan dalam melaksanakan kewajibannya berdasarkan Perjanjian ini; |
| (b) If the Consultant becomes insolvent or bankrupt; | (b) Jika Konsultan pailit atau bangkrut; |
| (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; | (c) Jika, sebagai hasil dari Keadaan Kahar, Konsultan tidak dapat melaksanakan kewajiban materil dari Layanan untuk jangka waktu tidak kurang dari enam puluh (60) hari; |
| (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; | (d) Jika Klien, dengan kebijakannya sendiri dan dengan alasan apapun, memutuskan untuk mengakhiri Perjanjian ini; |
| (e) If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing this Contract. | (e) Jika Klien menetapkan bahwa Konsultan telah terlibat dalam praktik korupsi, penipuan, kolusi, koersif atau obstructif, dalam bersaing untuk atau dalam melaksanakan Perjanjian ini. |

2.6.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.2 Oleh Konsultan

Konsultan dapat mengakhiri Perjanjian ini, dengan pemberitahuan tertulis tidak kurang dari tiga puluh (30) hari kepada Klien, dalam hal terjadinya peristiwa-peristiwa yang ditentukan dalam ayat (a) sampai (b) Klausul ini.

- (a) Jika Klien gagal untuk membayar uang apapun kepada Konsultan sesuai dengan Perjanjian ini dalam waktu empat puluh lima (45) hari setelah menerima pemberitahuan tertulis dari Konsultan bahwa pembayaran tersebut telah lewat waktunya.

- (b) Jika, sebagai hasil dari Keadaan Kahar, Konsultan tidak dapat melaksanakan kewajiban materil dari Layanan untuk jangka waktu tidak kurang dari enam puluh (60) hari.

2.6.3 Payment upon the Termination

Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) Payment pursuant to Clause GCC 6 for Services which are, in the reasonable opinion of the Client, satisfactorily performed prior to the effective date of termination;
- (b) If the advance payment had already paid to the Consultant, the amount of the advance payment shall be reduced from the amount defined in paragraph (a) above.
- (c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Consultant shall immediately refund the balance to the Client.

2.6.4 Waiver of Court Pronouncement

The Parties agree to waive the provisions of Articles 1266 of Indonesian Civil Code to the extent it requires court pronouncement in respect of termination of this Contract.

3. Obligation of the Consultant

3.1 General

3.1.1 Standard of Performance

- (a) The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ

2.6.3 Pembayaran atas Pengakhiran

Atas pengakhiran Perjanjian ini, Klien harus membuat pembayaran-pembayaran berikut kepada Konsultan:

- (a) Pembayaran sesuai dengan Klausul GCC 6 untuk Layanan, yang menurut pendapat yang wajar dari Klien, dilakukan dengan hasil memuaskan sebelum tanggal berlakunya pengakhiran;
- (b) Jika pembayaran uang muka telah dibayar kepada Konsultan, jumlah pembayaran uang muka akan dikurangi dari jumlah yang didefinisikan di ayat (a) di atas.
- (c) Dalam hal ayat (b) di atas, jika masih ada saldo dari pembayaran uang muka, Konsultan akan segera mengembalikan saldo tersebut kepada Klien.

2.6.4 Pengesampingan Putusan Pengadilan

Para Pihak setuju untuk mengesampingkan ketentuan Pasal 1266 Kitab Undang-Undang Hukum Perdata sejauh membutuhkan putusan pengadilan sehubungan dengan pemutusan Perjanjian ini.

3. Kewajiban Konsultan

3.1 Umum

3.1.1 Standar Kinerja

- (a) Konsultan harus melaksanakan Layanan dan menjalankan Layanan dengan semua uji tuntas, efisiensi dan ekonomi, sesuai dengan standar praktek profesional yang diterima secara umum, dan harus mematuhi praktik manajemen yang baik, dan

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appropriate technology and safe and effective equipment, machinery, materials and methods.

- (b) The Consultant may subcontract part of the Services to an extent and with such experts and sub-consultants as may be approved in advance in writing by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

3.1.2 Law Applicable to Services

The Consultant shall perform the Services in accordance with this Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

3.2 Obtaining Permits and Approvals

The Consultant shall obtain all necessary permits and approvals from the Government of Indonesia and other competent authorities, required for executing the Service, and if necessary shall acquire all the necessary rights and privileges for access to and use worksite(s) for the purpose of executing the Service.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant shall not at any time, even after the expiry or termination of this Contract, communicate to any person or entity any confidential information (including but not limited to personal information and documents make “confidential” or other

menggunakan teknologi tepat guna serta peralatan, mesin, bahan dan metode yang aman dan efektif.

- (b) Konsultan dapat mensubkontrakkan sebagian Layanan sejauh dan dengan ahli dan sub-konsultan sebagaimana dapat disetujui sebelumnya secara tertulis oleh Klien. Tanpa mengesampingkan persetujuan tersebut, Konsultan akan bertanggung jawab secara penuh atas Layanan.

3.1.2 Hukum yang Berlaku bagi Layanan

Konsultan akan melaksanakan Layanan sesuai dengan Perjanjian ini dan Hukum yang Berlaku dan akan melakukan semua langkah praktis untuk memastikan bahwa Ahli dan Sub-konsultannya mematuhi Hukum yang Berlaku.

3.2 Memperoleh Izin dan Persetujuan

Konsultan harus mendapatkan seluruh izin dan persetujuan yang dibutuhkan dari Pemerintah Indonesia dan otoritas yang kompeten lainnya, yang diperlukan untuk melaksanakan Layanan, dan jika perlu akan memperoleh semua hak dan hak istimewa yang diperlukan untuk mengakses dan menggunakan tempat kerja untuk tujuan melaksanakan Layanan.

3.3 Kerahasiaan

Kecuali dengan persetujuan tertulis sebelumnya dari Klien, Konsultan tidak boleh kapanpun, bahkan setelah berakhirnya atau pengakhiran Perjanjian ini, berkomunikasi dengan setiap orang atau badan mengenai Informasi Rahasia apapun (termasuk tetapi tidak terbatas pada informasi pribadi dan dokumen yang dibuat

similar notice) acquired in the course of the Services.

3.4 Liability of the Consultants

- (a) The Consultant shall be responsible for, and shall indemnify the Client from and against any and all claims, losses and damages incurred by the Client during or in connection with the Services caused by intentional or negligent act of the Consultant.
- (b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts.
- (c) The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- (e) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the

“rahasia” atau pemberitahuan serupa lainnya) yang diperoleh selama pelaksanaan Layanan.

3.4 Tanggung Jawab Konsultan

- (a) Konsultan harus bertanggung jawab untuk, dan akan mengganti rugi kepada Klien dari dan terhadap setiap dan semua klaim, kerugian dan kerusakan yang dialami oleh Klien selama atau sehubungan dengan Layanan yang disebabkan oleh tindakan Konsultan yang disengaja atau kelalaian Konsultan.
- (b) Konsultan bertanggung jawab penuh dalam hal kehidupan, kesehatan, dan kecelakaan Ahli.
- (c) Konsultan akan bertanggung jawab untuk, dan akan mengganti rugi kepada Klien, sehubungan dengan kehilangan atau kerusakan peralatan dan bahan yang disediakan oleh Klien, atau dibeli oleh Konsultan secara keseluruhan atau sebagian dengan dana yang disediakan oleh Klien.
- (d) Konsultan harus memastikan bahwa seluruh barang dan layanan (termasuk tanpa batasan seluruh perangkat keras, perangkat lunak dan sistem komputer) yang dibeli oleh Konsultan dari dana yang disediakan atau diganti oleh Klien atau digunakan oleh Konsultan dalam melaksanakan Layanan tidak menyalahi atau melanggar hak kekayaan industri atau hak kekayaan intelektual atau klaim dari Pihak Ketiga manapun.
- (e) Atas permintaan Klien, Konsultan akan, dengan biaya dan pengeluaran sendiri, melaksanakan kembali

event of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 (a).

3.5 Reporting

Promptly after the completion of the Services (or a part of the Services, in such case), the Consultant shall submit to the Client the reports and deliverables specified in Appendix A (Terms of Reference), in the form, in the numbers and within the time periods set forth in the said Appendix.

3.6 Inspection

- (a) The Client shall inspect the Services (or a part of the Services, in such case), based on the reports and deliverables specified in Appendix A and shall notify the result to the Consultant within ten (10) days after receiving them.
- (b) If the Client cannot approve any part of the Services the Consultant shall submit such further information and make such change in the said reports and deliverables as the Client may reasonably require. If additional costs are incurred for such further information and change, the Consultant shall pay such costs.
- (c) Promptly after the approval of the Services (or a part of the Services, in such case) by the Client, the reports and deliverables said above shall be delivered to the Client.

3.7 Intellectual Property Rights

Unless otherwise stated in the SCC, the ownership of all copyrights and other

Layanan dalam hal Konsultan gagal untuk melaksanakan keterampilan dan perawatan yang diperlukan berdasarkan Klausul GCC 3.1.1 (a).

3.5 Pelaporan

Segera setelah selesainya Layanan (atau sebagian Layanan, dalam kasus tertentu), Konsultan akan menyerahkan kepada Klien laporan dan hasil yang ditentukan dalam Lampiran A (Kerangka Acuan), dalam bentuk, dalam jumlah dan dalam jangka waktu yang ditentukan dalam Lampiran tersebut.

3.6 Pemeriksaan

- (a) Klien akan memeriksa Layanan (atau sebagian Layanan, dalam kasus tertentu), berdasarkan laporan dan hasil yang ditentukan dalam Lampiran A dan akan memberitahukan hasilnya kepada Konsultan dalam sepuluh (10) hari setelah menerimanya.
- (b) Jika Klien tidak dapat menerima bagian apapun dari Layanan Konsultan akan memberikan informasi lanjutan dan membuat perubahan dalam laporan dan hasil tersebut sebagaimana yang mungkin diminta secara wajar oleh Klien. Jika muncul biaya tambahan untuk informasi lebih lanjut dan perubahan tersebut, Konsultan harus membayar biaya tersebut.
- (c) Segera setelah penerimaan Layanan (atau sebagian Layanan, dalam kasus tertentu) oleh Klien, laporan dan hasil tersebut di atas akan disampaikan kepada Klien.

3.7 Hak Kekayaan Intelektual

Kecuali ditetapkan sebaliknya dalam SCC, kepemilikan dari seluruh hak cipta dan hak

intellectual property rights with respect to any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents developed in connection with this Contract will exclusively vest in or remain with the Client which shall have all proprietary rights thereto, notwithstanding that the Consultant agrees or not to publish or make use of any of the intellectual property, or documents relating thereto, without proper attribution.

4. Consultants' Experts and Sub-Consultants

4.1 Description of Experts

The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Experts are described in Appendix B.

4.2 Replacement of Experts

Except as the Client may otherwise agree in writing no Changes shall be made in the Experts.

4.3 Removal of Experts or Sub-Consultants

- (a) If the Client finds that any of the Experts or Sub-consultants has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Experts or Sub-consultants have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- (b) In the event that any of Experts or Sub-consultants is found by the Client to be

kekakyaan intelektual lainnya sehubungan dengan kompilasi data, riset, *spreadsheet*, grafik, laporan, diagram, rancangan, produk kerja, perangkat lunak, atau dokumen lainnya yang dikembangkan sehubungan dengan Perjanjian ini akan secara eksklusif diberikan atau tetap bersama dengan Klien yang akan memiliki semua hak kepemilikan di dalamnya, terlepas dari persetujuan atau ketidaksetujuan dari Konsultan untuk mempublikasikan atau memanfaatkan kekayaan intelektual apapun, atau dokumen yang berkaitan dengannya, tanpa keterkaitan yang sesuai.

4. Ahli dan Sub-konsultan dari Konsultan

4.1 Deskripsi Ahli

Jabatan, deskripsi pekerjaan yang disetujui, kualifikasi minimum dan perkiraan waktu untuk pemakaian untuk melaksanakan Layanan dari masing-masing Ahli dari Konsultan diuraikan dalam Lampiran B.

4.2 Penggantian Ahli

Kecuali karena Klien menyetujui secara tertulis, tidak ada perubahan yang akan dilakukan terhadap Ahli.

4.3 Pemberhentian Ahli dan Sub-konsultan

- (a) Jika Klien menemukan bahwa Ahli atau Sub-konsultan telah melakukan pelanggaran serius atau telah didakwa telah melakukan tindakan kriminal, atau Klien menentukan bahwa Ahli atau Sub-konsultan telah melakukan praktik korupsi, penipuan, kolusi, koersif atau obstructif saat melakukan Layanan, Konsultan akan, atas permintaan tertulis Klien, memberikan pengganti.
- (b) Dalam hal Klien menemukan bahwa Ahli atau Sub-konsultan manapun tidak

incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

- (c) Any replacement of the removed Experts or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

5. Obligations of the Client

5.1 Assistance

The Client shall provide to the Consultant any such assistance as may be specified in the SCC.

5.2 Services, Facilities and Property of the Client

The Client shall make available to the Consultant and the Experts, for the purpose of the Services and free of any charge, services, facilities, and property described in the SCC at the times and in the manner specified in the SCC.

5.3 Payment Obligation

In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by Clause GCC 6 below.

6. Payments to the Consultant

6.1 Ceiling Amount

- (a) An estimate of the cost of the Services is set forth in Appendix C (Breakdown of Remuneration, Reimbursable Expenses and Tax Estimates).

kompeten atau tidak mampu dalam melaksanakan tugas-tugas yang diberikan, Klien, dengan memberikan alasannya sebagai dasar, dapat meminta Konsultan untuk menyediakan pengganti.

- (c) Pengganti atas Ahli atau Sub-konsultan manapun yang diberhentikan harus memiliki kualifikasi dan pengalaman yang setara atau lebih baik dan dapat diterima oleh Klien.

5. Kewajiban Klien

5.1 Pendampingan

Klien akan menyediakan kepada Konsultan pendampingan yang dapat ditentukan dalam SCC.

5.2 Layanan, Fasilitas dan Properti Klien

Klien harus menyediakan untuk Konsultan dan Ahli, untuk tujuan Layanan dan bebas biaya, layanan, fasilitas, dan properti yang dijelaskan dalam SCC pada waktu dan dengan cara yang ditentukan dalam SCC.

5.3 Kewajiban Pembayaran

Dengan mempertimbangkan Layanan yang dilakukan oleh Konsultan berdasarkan Perjanjian ini, Klien harus melakukan pembayaran kepada Konsultan dengan cara yang ditetapkan oleh Klausul GCC 6 di bawah ini.

6. Pembayaran kepada Konsultan

6.1 Jumlah Maksimum

- (a) Perkiraan biaya Layanan ditetapkan dalam Lampiran C (Perincian Remunerasi, Biaya yang Dapat Diganti dan Perkiraan Pajak).

- (b) Payments under this Contract shall not exceed the ceiling amount specified in the SCC.
- (c) For any payments in excess of the ceiling amount specified in Clause GCC 6.1(b), an amendment to this Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
- (d) Any local indirect taxes chargeable in respect of this Contract for the Services provided by the Consultant are included in the ceiling amount of this Contract.

6.2 Remuneration and Reimbursable Expenses

- (a) The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- (b) All payments for remuneration shall be at the rates set forth in Appendix C.
- (c) The remuneration shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, and (iii) the Consultant's fee.

- (b) Pembayaran berdasarkan Perjanjian ini tidak akan melebihi jumlah maksimum yang ditentukan dalam SCC.
- (c) Untuk setiap pembayaran yang melebihi jumlah maksimum yang ditentukan dalam Klausul GCC 6.1 (b), perubahan terhadap Perjanjian ini harus ditandatangani oleh Para Pihak yang merujuk pada ketentuan Perjanjian ini yang memicu perubahan tersebut.
- (d) Setiap pajak lokal tidak langsung apapun yang dikenakan sehubungan Perjanjian ini untuk Layanan yang diberikan oleh Konsultan termasuk dalam jumlah maksimum Perjanjian ini.

6.2 Remunerasi dan Pengeluaran yang Dapat Diganti

- (a) Klien akan membayar kepada Konsultan (i) remunerasi yang akan ditentukan berdasarkan waktu yang sebenarnya dihabiskan oleh masing-masing Ahli dalam melaksanakan Layanan; dan (ii) pengeluaran yang digantikan yang sebenarnya dan wajar terhadap Konsultan dalam melaksanakan Layanan.
- (b) Seluruh pembayaran untuk remunerasi harus sesuai pada tingkat yang ditentukan dalam Lampiran C.
- (c) Remunerasi akan mencakup: (i) gaji dan tunjangan yang telah disepakati oleh Konsultan untuk dibayarkan kepada Ahli serta faktor-faktor untuk biaya sosial dan biaya tambahan (bonus atau cara pembagian keuntungan lainnya tidak boleh sebagai elemen biaya tidak langsung), (ii) biaya staf kantor pusat tidak termasuk dalam daftar Ahli di Lampiran B, dan (iii) biaya Konsultan.

6.3 Currency of payment

Any payment under this Contract shall be made in the currency specified in the SCC.

6.4 Mode of Billing and payment

Billings and payments in respect of the Services shall be made as follows:

(a) Advance Payment

Within twenty-eight (28) days after the receipt of the advance payment bank guarantee acceptable to the Client and the invoice for advance payment, the Client shall pay to the Consultant an advance payment as specified in the SCC. The advance payment bank guarantee shall be in the amount and in the currency of the advance payment. Such guarantee is to remain effective until the advance payment has been fully set off.

(b) Settlement Report

With the exception of the Advance Payment, the Consultant shall submit the Client, as soon as practicable and not later than the expiration date of this Contract, a settlement report for each payment, accompanied by the receipts or other appropriate supporting documents of the amounts payable pursuant to Clauses GCC 6.3 and GCC 6.4. Should any deficiency be found in the settlement report, the Consultant shall thereupon promptly make any necessary corrections and thereafter the foregoing process shall be repeated.

(c) Interim Payment(s)

6.3 Mata uang pembayaran

Pembayaran apapun berdasarkan Perjanjian ini akan dibuat dalam mata uang yang ditentukan dalam SCC.

6.4 Metode Penagihan dan Pembayaran

Tagihan dan pembayaran sehubungan dengan Layanan akan dilakukan sebagai berikut:

(a) Pembayaran di Muka

Dalam dua puluh delapan (28) hari setelah diterimanya jaminan bank pembayaran di muka diterima oleh Klien dan tagihan untuk pembayaran di muka, Klien harus membayar kepada Konsultan pembayaran di muka tersebut sebagaimana ditentukan dalam SCC. Jaminan bank pembayaran di muka harus dalam jumlah dan dalam mata uang pembayaran di muka. Jaminan tersebut akan tetap berlaku sampai pembayaran di muka telah sepenuhnya dilakukan.

(b) Laporan Penyelesaian

Dengan pengecualian Pembayaran di Muka, Konsultan akan menyerahkan kepada Klien, sesegera mungkin dan tidak lebih dari tanggal berakhirnya Perjanjian ini, laporan penyelesaian untuk masing-masing pembayaran, disertai dengan tanda terima atau dokumen pendukung lainnya dari jumlah yang dibayarkan yang sesuai dengan Klausul GCC 6.3 dan GCC 6.4. Jika ditemukan kekurangan dalam laporan penyelesaian, Konsultan harus segera melakukan perbaikan yang diperlukan dan setelah itu proses sebelumnya harus diulang.

(c) Pembayaran Sementara

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The Client shall pay to the Consultant the interim payments as specified in the SCC.

(d) Final Payment

(i) The request for the final payment shall be made only after the final report and the Services have been approved as satisfactory by the Client in accordance with Clause GCC 3.6 and Settlement Report have been approved by the Client in accordance with Clause GCC 6.4 (b).

(ii) The Client shall pay to the Consultant the final payment within twenty-eight (28) days after the receipt by the Client of the invoice for the final payment.

(e) The amount of VAT (Value-added Tax) shall be calculated and paid in each payment.

(f) All payments under this Contract shall be made to the account(s) of the Consultant specified in the SCC.

7. Liquidated Damage

7.1 Delay in Completion

Except as provided under Clause GCC 2.4 if the Consultant fails to deliver any or all of the reports and deliverables by the date(s) of delivery or perform the Services within the period specified in this Contract, the Consultant shall pay to JICA one-tenth (0.1) percent of the Contract Price per day up a maximum of 10 percent of the Contract Price as liquidated damages until actual delivery or performance. Once the maximum is reached, the Client may terminate this Contract pursuant to Clause GCC 2.6.

Klien akan membayar kepada Konsultan pembayaran sementara seperti yang ditentukan dalam SCC.

(d) Pembayaran Akhir

(i) Permintaan untuk pembayaran akhir akan dibuat hanya setelah laporan akhir dan Layanan telah disetujui sebagai memuaskan oleh Klien sesuai dengan Klausul GCC 3.6 dan Laporan Penyelesaian telah disetujui oleh Klien sesuai dengan Klausul GCC 6.4 (b).

(ii) Klien harus membayar kepada Konsultan pembayaran akhir dalam dua puluh delapan (28) hari setelah Klien menerima tagihan untuk pembayaran akhir.

(e) Jumlah PPN (Pajak Pertambahan Nilai) akan dihitung dan dibayar dalam setiap pembayaran.

(f) Seluruh pembayaran berdasarkan Perjanjian akan dilakukan ke akun Konsultan yang ditentukan dalam SCC.

7. Penghapusan Kerusakan

7.1 Keterlambatan dalam Penyelesaian

Kecuali sebagaimana ditentukan dalam Klausul GCC 2.4 jika Konsultan gagal untuk memberikan salah satu atau semua laporan dan hasil pada tanggal pengiriman atau melakukan Layanan dalam jangka waktu yang ditentukan dalam Perjanjian ini, Konsultan akan membayar kepada JICA sepersepuluh (0,1) persen dari Harga Perjanjian per hari naik maksimum 10 persen dari Harga Perjanjian sebagai penghapusan kerusakan hingga pengiriman atau pelaksanaan. Setelah maksimum

tercapai, Klien dapat mengakhiri Perjanjian ini sesuai dengan Klausul GCC 2.6.

8. Fairness and Good Faith

8. Keadilan dan Itikad Baik

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.1. Itikad Baik

Para Pihak berjanji untuk bertindak dengan itikad baik sehubungan dengan hak satu sama lain berdasarkan Perjanjian ini dan untuk melakukan semua tindakan yang wajar untuk memastikan realisasi tujuan dari Perjanjian ini.

9. Settlement of Disputes

9. Penyelesaian Perselisihan

9.1 Amicable Settlement

The Parties shall seek to resolve any dispute amicably by mutual consultation.

9.1 Penyelesaian secara Damai

Para Pihak akan berusaha menyelesaikan setiap perselisihan secara damai dengan konsultasi bersama.

9.2 Jurisdiction

The Central Jakarta District Court shall have the exclusive jurisdiction as the first instance court over any disputes arising out of or in connection with this Contract.

9.2 Yurisdiksi

Pengadilan Negeri Jakarta Pusat akan memiliki yurisdiksi eksklusif sebagai pengadilan tingkat pertama atas setiap perselisihan yang timbul dari atau sehubungan dengan Perjanjian ini.

Appendices

Lampiran-lampiran

Appendix A – Terms of Reference

To be finalized after the negotiation

Lampiran A – Kerangka Acuan

Akan diselesaikan setelah negosiasi

Appendix B – Experts Schedule

To be finalized after the negotiation

Lampiran B – Daftar Ahli

Akan diselesaikan setelah negosiasi

**Appendix C – Breakdown of Remuneration,
Reimbursable Expenses and Tax Estimates**

To be finalized after the negotiation

**Lampiran C – Rincian Remunerasi,
Pengeluaran yang Diganti dan
Perkiraan Pajak**

Akan diselesaikan setelah negosiasi