

2010年11月改訂(2014年10月修正)

業者契約書フォーム(施設・機材混合案件:据付あり、技術指導あり)(英語)

CONTRACT

BETWEEN

(NAME OF THE EXECUTING AGENCY)

(NAME OF THE RECIPIENT COUNTRY)

AND

(NAME OF THE CONTRACTOR)

JAPAN

FOR

(NAME OF THE PROJECT)

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CONTRACT

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

WITNESSETH:

WHEREAS, the Japan International Cooperation Agency (hereinafter referred to as “JICA”) extends a grant to the Government of (name of the recipient country) on the basis of the Grant Agreement signed on the **th day of *****, 20** between the Government of (name of the recipient country)/(G/A 署名相手方の名称に合わせる) and JICA concerning (name of the project on the G/A) (hereinafter referred to as “the Project “); and
(ここで案件名を “the Project” と定義していますが、Article 1. Definitions においては、案件名を“the Project” とせず、G/Aに記載された正式案件名を記載してください。)

WHEREAS, the Client, as a competent authority for the Project, is desirous of having the works for the Project carried out by the Contractor; and

WHEREAS, the Contractor is willing to execute the works on the terms and conditions as set forth in this Contract;

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

Article 1. Definitions

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

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

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

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

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

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

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

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

Client.

“The Consultant” means (name of the consultant) having its principal office at (address of the consultant), Japan, which shall be appointed by the Client for the execution of this Contract, shall provide professional services for design, assistance of tendering and supervision of the progress of the Project under the Agreement with the Client. The Consultant shall include any person or persons authorized by the Consultant.

“The Contractor” means (name of the contractor). The Contractor shall include any person or persons authorized by the Contractor.

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

“The Work” means the construction, procurement, installation and operation training works for the Project to be rendered by the Contractor as described in Article 3 of this Contract.

“The Construction Work” means the construction works for the Project to be rendered by the Contractor as described in Article 3 of this Contract.

“The Procurement Work” means the procurement works of the equipment for the Project as described in Article 3 of this Contract.

“The Equipment” means all the equipment and materials to be procured for the Project, which shall be manufactured, equipped and completed in accordance with the provisions of the Contract Documents, except for construction materials.

“The Installation Work” means the installation or anything as such in compliance with the Contract Documents.

“The Operation Training Work” means the operation and maintenance training of the Equipment by the Contractor or anything as such in compliance with the Contract Documents.

“The Contract” means this contract concluded between the Client and the Contractor.

“The Contract Documents” means the documents consisting of the following and are incorporated in and made part of this Contract, as though fully written out and set forth herein.

- Contractor’s Proposed Tender
- General Conditions of Contract
- Particular Conditions of Contract
- Specifications
- Drawings
- Schedule
- Instruction to Tenderer
- (other addenda, if any, that are issued prior to the signing of this Contract) (左記文書の()を取ってそのまま契約書の文書とする場合その他必要な書類を具体的に記載すること)

(上記に記した Contract Documents は、あくまでも標準の書類ですので、内容を確認の上、案件に合わせて記載してください)

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

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

“**The Contract Price**” means the price defined in Article 7 hereof and includes adjustments in accordance with the Article 8 hereof.

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

Article 2. Basis of Contract

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

Article 3. Scope of Work

3.1 The Contractor’s works to be rendered under this Contract shall consist of the following items specified in the Contract Documents.

3.1.1 Construction Work

-
-

3.1.2 Procurement Work

-
-

3.1.3 Installation Work

-

3.1.4 Operation Training Work

-

(上記3.1.1－3.1.4についての業務内容は、コンサルタント契約書の Article3.2に記載した内容と同一内容とな

ります。)

- 3.2 The scope of the Work prescribed in Sub-Paragraph 3.1 above shall include site survey, design and supply for temporary works, permanent installation of the equipment and materials, performance test, transportation, insurance and all other things required in and for the Project implementation in due conformity with the Contract Documents.
- 3.3 The scope of the Work prescribed in Sub-Paragraph 3.1 may be amended and modified pursuant to mutual agreement in writing under this Contract.

Article 4. Period of Execution of Work

- 4.1 The Contractor shall commence the Work within fourteen (14) days from the date of receipt of the notice of the commencement of the Work issued by the Consultant.
- 4.2 The Contractor shall complete the Work on or before the **th day of *****, 20** unless the available period of execution under this Contract between the Client and the Contractor is extended by mutual agreements within the available period of the Grant stipulated in the G/A. The available period of the Grant may also be extended by mutual agreements between the authorities concerned of the Government of (name of the recipient country) and JICA within the available period of the E/N.

(コンサルタント契約書の Article 4. Period of Execution of Service の期間内であること。)

Article 5. Shipment and Packing

5.1 The equipment procured from (Japan and/or names of the third countries (正式国名)/areas) shall be shipped from (Japan and/or the third countries(正式国名)/areas of shipment) on or before the **th day of *****, 20**.

The equipment procured in (name of the recipient country) shall be delivered to (place of delivery) by the Contractor on or before the **th day of *****, 20**.

(日本もしくは第三国からの調達のみまたは、現地調達のみのもどちらか一つとなる場合、equipment は定義した Equipment を使用してください。Article 8, 8.2.2 も同じ)

5.2 The Contractor shall be responsible for the carriage of the Equipment to (place of delivery) and for the coverage of the shipping charges, freight, and insurance premiums.

5.3 Partial shipments are allowed.
Transshipment is also allowed.

5.4 The Contractor shall securely pack the Equipment so as to avoid damage in transit.

Article 6. Country/Area of Origin

The origin of the Equipment shall be limited to (Japan and/or names of the countries(正式国名)/areas of origin).

Article 7. Remuneration

The Client shall remunerate the Contractor from the Grant with a total amount of ***** million ***** thousand ***** Japanese Yen (JPY___,___,___) as the Contract Price for the Work, in accordance with the payment schedule stated in Article 8, 8.2 of this Contract.

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

The breakdown of the Contract Price is shown as follows:

(1) The Construction Price

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

(2) The Equipment Price

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

(3) The Installation Price

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

(4) The Operation Training Price

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

Article 8. Payment

8.1 Terms of Payment

In accordance with the G/A, the Client shall make a Banking Arrangement (B/A) with a bank in Japan (hereinafter referred to as "the Bank") to authorize the Bank to pay the Contract Price to the Contractor under this Contract. The payment to the Contractor under this Contract shall be made in Japanese Yen through the Bank under an irrevocable Authorization to Pay (A/P), which shall be issued by the Client to the Bank.

(コンサルタント契約書に合わせて、“Construction Work”については、「マイルストーン方式」か「出来高払い

による中間支払」を選択してください)

8.2 Payment schedule

8.2.1 Payment for the Construction Work

(1) Advance Payment

***** million ***** thousand Japanese Yen (JPY^{****,****},000), which corresponds to forty percent (40%) of the Construction Price, shall be paid upon verification of this Contract by JICA.

The request for the advance payment shall be submitted together with a photocopy of the certificate of verification of this Contract by JICA and with an original of the certificate of the receipt of the advance payment security of this Contract issued by the Consultant.

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

***** million ***** thousand Japanese Yen (JPY^{****,****},000), which corresponds to thirty percent (30%) of the Construction Price, shall be paid upon completion of the following construction works.

-【マイルストーン方式参考例/パイプ:Completion of 500m or more of the distribution pipe.】

-【マイルストーン方式参考例/井戸:Completion of 4 nos. of the borehole construction.】

-【マイルストーン方式参考例/教育施設:Completion of the structural works for all the buildings.】

-【マイルストーン方式参考例/橋梁:Completion of the substructure of 5 bridges.】

(上記参考例で数量が記載されている場合は、Article 3.1 で合計数量が記されている必要があります。
また、工程表との整合性も確認してください。)

注:上段落に completion があるため、この部分に Completion が入っていても認証可能です。

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

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

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to thirty percent (30%) of the Construction Price, shall be paid upon completion of fifty percent(50%) or more of the Construction Work.

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

_____(上記(2)は、「マイルストーン方式を採用した場合」は「出来高払いによる中間支払を採用した場合」の項目を削除し、その反対を採用した場合はそうでない方の項目を削除してください。以下同様。)

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

***** million ***** thousand Japanese Yen (JPY***,***,000), which corresponds to twenty percent (20%) of the Construction Price, shall be paid upon completion of the following construction works.

-【マイルストーン方式参考例/パイプ:Completion of 300m (cumulative total:800m) or more of the distribution pipe.】

-【マイルストーン方式参考例/井戸:Completion of 3 nos.(cumulative total:7 nos.) of the borehole construction.】

-【マイルストーン方式参考例/教育施設:Completion of the installation works of doors and windows for all the buildings.】

-【マイルストーン方式参考例/橋梁:Completion of the superstructure of 5 bridges.】

(コンサルタント契約の Article 6.2.1(3)の内容と同一の内容となります。)

(上記参考例で数量が記載されている場合は、Article 3.1 で合計数量が記されている必要があります。
また、工程表との整合性も確認してください。)

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

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

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

corresponds to twenty percent (20%) of the Construction Price, shall be paid upon completion of eighty five percent(85%) or more of the Construction Work.

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

(4) Final Payment

***** million ***** thousand ***** Japanese Yen (JPY***/***/***), which corresponds to ten percent (10%) of the Construction Price, shall be paid upon completion of the Construction Work under this Contract.

The request for the final payment shall be submitted together with the certificate of completion of the Construction Work issued by the Consultant and approved by the Client.

In case any amendments and/or modifications of the Construction Price are necessary in accordance with Article 20, the payment shall be adjusted accordingly.

8.2.2 Payment for the Procurement Work

(1) Payment for the equipment procured from (Japan and/or names of the third countries/areas)

***** million ***** thousand ***** Japanese Yen (JPY***/***/***), which corresponds to one hundred percent (100%) of the Equipment Price for the equipment procured from (Japan and/or names of the third countries /areas), shall be paid upon shipment of the said equipment under this Contract.

The request for this payment shall be submitted together with the following documents of the said equipment.

- Clean On Board Ocean Bill of Lading, on which “Freight Prepaid” is described in full set
- Signed Commercial Invoice in triplicate

- Packing List in triplicate
- Insurance Policy in duplicate
- Report of Pre-shipment Inspection issued by the Consultant
..... photocopy

In case of sending one (1) original Bill of Lading directly to the Client, the requirements shall be:

- a) Full set less one (1) Bill of Lading mentioned above;
- b) Contractor's certificate stating that one (1) original Bill of Lading has been directly sent to the Client.

As for the Clean On Board Ocean Bill of Lading mentioned above, the following documents are acceptable as a payment documents.

1. Air Waybill
2. Multimodal Transport B/L
3. Rail Transport Document
4. Charter Party B/L
5. Truck Transport Document

In case of delivery only by Truck Transport, the receipt of the said equipment issued by the Client shall be attached.

Stale B/L is acceptable.

When the said equipment is delivered in more than one shipment, a partial payment is acceptable for each shipment.

In case any amendments and/or modifications of the Equipment Price for the equipment procured from (Japan and/or names of the third countries/ areas) are necessary in accordance with Article 20, the payment shall be adjusted accordingly.

- (2) Payment for the equipment procured in (name of the recipient country)

***** million ***** thousand ***** Japanese Yen (JPY***, ***, ***), which corresponds to one hundred percent (100%) of the Equipment Price for the equipment procured in (name of the recipient country), shall be paid upon delivery to the Client of the said equipment under this Contract.

The request for this payment shall be submitted together with the following delivery documents of the said equipment.

- Signed Commercial Invoice.....in triplicate
- Receipt of the equipment issued by the Client..... one original

When the said equipment is delivered in more than one delivery, a partial payment is acceptable for each delivery.

In case any amendments and/or modifications of the Equipment Price for the equipment procured in (name of the recipient country) are necessary in accordance with Article 20, the payment shall be adjusted accordingly.

8.2.3 Payment for the Installation Work

***** million ***** thousand ***** Japanese Yen (JPY***, ***, ***), which corresponds to one hundred percent (100%) of the Installation Price, shall be paid upon completion of the Installation Work under this Contract.

The request for this payment shall be submitted together with the certificate of completion of the Installation Work issued by the Consultant and approved by the Client.

In case any amendments and/or modifications of the Installation Price are necessary in accordance with Article 20, the payment shall be adjusted accordingly.

8.2.4 Payment for the Operation Training Work

***** million ***** thousand ***** Japanese Yen (JPY***, ***, ***), which corresponds to one hundred percent (100%) of the Operation Training Price, shall be paid upon completion of the Operation Training Work

under this Contract.

The request for this payment shall be submitted together with the certificate of completion of the Operation Training Work issued by the Consultant and approved by the Client.

In case any amendments and/or modifications of the Operation Training Price are necessary in accordance with Article 20, the payment shall be adjusted accordingly.

Article 9. Client's Responsibilities

- 9.1 The Client shall carry out the following works in time for the commencement of the Work or according to the progress of the Work:
- 1) To provide cleared, embanked and leveled land for the Project prior to the commencement of the Work,
 - 2) To provide land for a temporary site office, warehouse and stock yard near the Project Site during the implementation period,
 - 3) To prepare the graded access road to the construction site,
 - 4) To provide electric power,
 - 5) To provide the telephone lines to the main terminal board,
 - 6) To provide city water to the main terminal point at the Project Site,
 - 7) To provide a disposal area for the surplus soil during the construction period,
 - 8) To obtain right-of-way, if necessary, for construction works, and
 - 9) To control traffic and pedestrians during inland transportation of the equipment and materials for the Project, if necessary.
- 9.2 The Client shall accord the Contractor such facilities as may be necessary for their entry into (name of the recipient country) and their stay therein for the Work.

- 9.3 The Client shall in conformity with the G/A (免税の場合)take necessary measures to exempt the Contractor from/(先方負担の場合)bear, without using the Grant, customs duties, internal taxes and other fiscal levies which may be imposed in (name of the recipient country) with respect to the supply of the products, services, and equipment necessary for the Work.
- 9.4 The Client shall take necessary measures to ensure prompt unloading and customs clearance at the points of disembarkation in (name of the recipient country) and internal transportation therein of the equipment and materials purchased for the execution of the Work.
- 9.5 The Client shall cooperate with the resident representative of the Contractor in the negotiations and procedures with the various authorities concerned and public and private organizations for the execution of the Work.
- 9.6 The Client shall provide data and information necessary for the execution of the Work.
- 9.7 The Client shall bear the following commissions to the Bank for the banking services based upon the Banking Arrangement.
- Advising Commission of Authorization to Pay
 - Payment Commission
- 9.8 If the Contractor suffers damage as a result of a default by the Client in the execution of its obligations under the Contract, the Contractor shall discuss the solution with the Consultant, give a written notice to the Client and send its copy immediately to JICA. Then the Client and the Contractor shall consult mutually to settle such matters. The Contractor shall properly inform JICA of its progress. If the Parties can not reach agreement within ***** (**) days from the date of the notice, the Parties

shall comply with the dispute settlement process stipulated in Article 18 hereof.

(注：**** (**))は本工事の規模と期間を踏まえ発注者と受注者の合意により決定される。**** (**))は十分な議論を行い、かつ、不当な遅滞を来たさない適当な期間とする。以下同じ。)

Article 10. Contractor's Obligations

- 10.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 10.2 The Contractor shall prepare shop drawings, progress schedules, and other technical documents required by the Consultant.
- 10.3 The Contractor shall submit to the Consultant the list of country/area of origin of the equipment and materials which the Contractor proposes to purchase for the Work.
- 10.4 The Contractor shall be responsible for the implementation means, methods, techniques, sequences or procedures, and safety control in connection with the Work.
- 10.5 The Contractor shall be responsible for the acts or omissions of the Contractor's subcontractors, or any of Contractor's agents or employees, or any other persons performing any part of the Work for the Contractor.
- 10.6 The Contractor shall furnish one (1) resident representative with sufficient faculty to execute the Work at the Project Site.
- 10.7 The Contractor shall bear the handling charges, customs clearance charges, storage charges, and transportation expenses related to the importation of the equipment and materials for the Work.

- 10.8 The Contractor shall, at his own expense, take necessary measures in accordance with the Contract Documents and relevant laws, ordinances and regulations to prevent damage to the Work, construction materials, adjacent structures, or the Third Parties, until the completion and delivery of the Work.
- 10.9 The Contractor shall carry out a necessary inspection and testing of the Equipment prior to the shipment in order to ensure that the Equipment has been manufactured in accordance with the Contract Documents.
- 10.10 If the Client suffers damage as a result of a default by the Contractor in the execution of its obligations under the Contract, the Client shall discuss the solution with the Consultant, give a written notice to the Contractor and send its copy immediately to JICA. Then the Client and the Contractor shall consult mutually to settle such matters. The Client shall properly inform JICA of its progress. If the Parties can not reach agreement within ***** (**) days from the date of the notice, the Parties shall comply with the dispute settlement process stipulated in Article 18 hereof.

Article 11. Inspection and Delivery

- 11.1 Upon completion of the Construction Work for each interim payment, the Contractor shall request an inspection by the Consultant for each interim payment.
- 11.2 Upon completion of the Construction Work, the Contractor shall request a final inspection for the Construction Work by the Consultant. When the Construction Work has passed the final inspection of the Consultant with the certificate of completion of the Construction Work

issued by the Consultant and approved by the Client, the Construction Work shall be delivered to the Client.

11.3 Upon completion of the Installation Work, the Contractor shall request a final inspection of the Consultant for the Installation Work.

When the Installation Work has passed the final inspection of the Consultant with the certificate of completion of the Installation Work issued by the Consultant and approved by the Client, the Installation Work shall be delivered to the Client.

11.4 Pre-shipment inspection of the equipment and materials shall be carried out by an inspection agency assigned by the Consultant. The Contractor shall assist the agency in the pre-shipment inspection. The Contractor shall cover the cost of additional pre-shipment inspection by the agency in case the equipment and materials are not certified and additional cost accrues.

11.5 When the certificate(s) of receipt of the Equipment is(are) issued by the Client or issued by the Consultant and approved by the Client, after passing all the required inspections stated in Sub-Paragraphs 11.3 and 11.4, the Equipment shall be delivered to the Client.

Article 12. Warranty against Defects

12.1 The Contractor shall warrant the Construction Work to be executed in accordance with the Contract Documents for a period of one (1) year from the date of issue of the certificate of completion of the Construction Work.

12.2 The Contractor shall warrant the Installation Work to be executed in accordance with the Contract Documents for a period of one (1) year

from the date of issue of the certificate of completion of the Installation Work.

12.3 Warranty period for the Equipment is twelve (12) months from the("each"を入れる場合は"the"を削除する) each(certificatesと複数ある場合に記載) date of issue of the certificate(s) of receipt of the Equipment. Details of warranty for the Equipment are defined in the Contract Documents.

12.4 The Client shall notify the Contractor in writing, as stipulated in Article 27 hereof, of any defects for which a claim is made under this warranty as promptly as possible after discovery thereof.

The Client's written notice shall describe the nature and extent of the defects. The Contractor shall have no obligation for any defects discovered subsequent to the expiry date of the said one (1) year period, unless notice of such defects is received by the Contractor not later than twenty one (21) days after such expiry date.

12.5 The Contractor shall remedy, at his own expense, any defects against which the Work is warranted under this Article, by making all necessary repairs or replacements except in the case that such defects result from the Client's negligence or failure.

Article 13. Performance Security

13.1 The Contractor shall provide a performance security issued by a Japanese financial institution, which secures the proper execution of all the Contractor's obligations during the period from the date of signing of this Contract to the date of issue of certificate of completion of the Work of this Contract. The Consultant shall have the custody of the performance security.

- 13.2 The amount of the performance security shall be **** percent (** %) of the Contract Price.
- 13.3 The performance security shall be released immediately after the issue of the certificate of completion of the Work by the Consultant with the approval by the Client.

Article 14. Advance Payment Security

- 14.1 The Contractor shall provide an advance payment security issued by a Japanese financial institution, which secures the repayment of any sum advanced by the Client upon the Contractor's defaults from the date of the advance payment to the date of the issue of certificate of completion of the Construction Work.
- 14.2 The amount of the advance payment security shall be the sum in short deducting the amount which corresponds to the percentage of completion of the Work from the total amount of payments already executed to the Contractor. The Contractor may reduce the amount of advance payment security after the execution of each payment stipulated in the Article 8 thereof.
- (注:例えば、契約認証時に40%、出来高50%達成時に30%を支払う場合、既契約額は40%+30%で70%なので、出来高50%との差額20%の保証としてもよい。)
- 14.3 Prior to requesting the advance payment, the Contractor shall provide the advance payment security and the Consultant shall have the custody of the advance payment security. Such security shall be returned to the Contractor immediately after the issue of the certificate of completion of the Construction Work.
- 14.4 In making a claim under the advance payment security, the Client shall

notify the Japanese financial institution in writing, stating the nature of the default and the amount of damages in respect of the claim.

- 14.5 The amount to be paid under the claim shall be the amount of the actual damage incurred, and in no case shall it exceed the amount of the advance payment security.

Article 15. Assignment and Subletting

Neither of the Parties hereto shall assign this Contract or any part thereof to any Third Party without prior written consent of the other Party. The Contractor shall not sublet the whole of the Work or a major part of the Work to any Third Party together with its responsibility.

Article 16. Force Majeure

16.1 Definitions

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

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

labor troubles or other industrial troubles, strikes, embargoes, blockades, and sabotage of labor.

16.2 Monetary Obligations

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

16.3 Notice

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

16.4 Expatriate Staff

In the event that Force Majeure is likely to endanger the safety of any expatriate staff members of the Contractor, they shall be allowed to leave the Project site and/or office, giving notice to a staff member of the Client responsible for the management of the Project as soon as possible.

16.5 Suspension

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

16.6 Damage

If the Contractor suffers damage due to Force Majeure, the Contractor shall discuss the solution with the Consultant, give a written notice to the Client and send its copy immediately to JICA. Then the Client and the Contractor shall consult mutually to settle such matters. The Contractor

shall properly inform JICA of its progress. If the Parties can not reach agreement within ***** (**) days from the date of the notice, the Parties shall comply with the dispute settlement process stipulated in Article 18 hereof.

Article 17. Applicable Laws

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

Article 18. Disputes and Arbitration

- 18.1 This Contract shall be executed by the Parties hereto in good faith, and in case any doubtful point is raised or any dispute occurs concerning the interpretation or performance of this Contract, such matters shall be settled through consultation of the Parties and the Consultant. Unless the Contract has already been abandoned, repudiated or terminated in accordance with Article 23 hereof, the Contractor shall continue to perform the Work in accordance with this Contract. If the Parties can not reach agreement within ***** (**) days from the date of the notice informing the occurrence of such matters, JICA will offer its suggestion for the settlement of the matter.
- 18.2 In the event that an amicable settlement cannot be reached through consultation referred to in the Sub-Paragraph 18.1 above, the matter shall be referred to arbitration. The arbitration shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce.

- 18.3 The arbitration shall be conducted in (例:English;1 言語に限定).
- 18.4 The place of arbitration shall be (place of arbitration, 地名・国名を明記 例:Tokyo, Japan/Paris, French Republic). (1箇所のみ指定)(この部分の国名は略式名も可).
- 18.5 The arbitral award shall be final and binding upon the Parties hereto and the Parties shall comply in good faith with the decision. Judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for juridical acceptance of the award or order of enforcement as the case may be.
- 18.6 As for fees for all proceedings for arbitration, each Party shall bear the costs of his own arbitrator's service and an equal share of the costs for the third arbitrator.

Article 19. Language and Measurement System

- 19.1 All correspondence between the Parties including notices, requests, consents, offers, and demands shall be made in (例:English;1 言語に限定). All drawings, specifications, reports, and other documents shall also be prepared in (例:English;1 言語に限定).
- 19.2 All documents made under this Contract shall adopt the metric system and the Gregorian calendar day.

Article 20. Project Modifications

- 20.1 In case the Client considers any modifications of the Work necessary, the Client shall discuss the solution with the Consultant, and the modifications can be made subject to the prior consent by JICA. Each

modification may include:

- (a) obvious change in appearance of the building or facilities,
- (b) change of the Project Site,
- (c) change of major structure and/or strength of the building or facilities,
- (d) change of dimensions of the building or facilities,
- (e) change in quality or quantity of major equipment,
- (f) change of the period of execution of the Work,
- (g) change of terms and/or amount of the Contract Price,
- (h) change that requires amendment of the verified contract, and
- (i) other changes for which JICA requires the Client to obtain its prior consent.

In addition to the changes mentioned above, modifications can be made on an ex-post fact report to JICA within the criteria of minor modifications set by JICA.

20.2 Proposal by the Contractor

In case the Contractor considers any modifications of the Work necessary, the Contractor shall discuss the solution with the Consultant, and the Contractor can propose the modifications to the Client. This proposal may include the changes from (a) to (i) mentioned in Sub-Paragraph 20.1.

20.3 Procedures

Modifications shall be agreed upon by the Parties and JICA's consent shall be obtained for the modifications. Details of the procedures for such modifications are advised by JICA.

Article 21. Amendments and Modifications

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

the Parties. The Consultant shall support the process of the amendments and/or modifications.

Article 22. Verification of Contract

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

Article 23. Early Termination

- 23.1 Should either Party default in the execution of his obligations under this Contract, the other Party shall give the defaulting Party notice in writing to remedy such default promptly.
- 23.2 Failure of the defaulting Party, to take corrective measures as required by the other Party within thirty (30) days of the receipt of such notice, shall constitute a sufficient cause for the other Party to terminate this Contract.
- 23.3 Either Party may terminate this Contract without prejudice, should the performance of his obligations under this Contract not be resumed within a cumulative period of one hundred and twenty (120) days of suspension due to Force Majeure stipulated in Article 16 hereof.
- 23.4 The early termination of this Contract under this Article shall be subject to the approval of the competent authorities of the Client and the approval of JICA.
- 23.5 In the event of early termination for reasons stated in Sub-Paragraphs 23.2 and 23.3, the Contractor shall, with the approval of JICA, be paid by the Client, within the Grant, a fair and reasonable proportion of the

Contract Price that is calculated on the basis of the Contractor's works carried out up to the termination date, instead of the payment schedule stipulated in Article 8 hereof.

Article 24. Patents, Trademarks and Copyrights

- 24.1 The Equipment may bear patent numbers, trademarks, or trade names of the manufacturers thereof. Nothing contained herein shall be construed as transferring any patent or trademark right or copyright for such Equipment and all such rights are hereby expressly reserved to the true and lawful owners thereof.
- 24.2 The Contractor shall defend the Client and hold the Client harmless from patent liability or claim of patent infringement of any nature or kind, including costs and expenses for, or on account of, any patent or unpatented invention made or used in such Equipment, including the costs and expenses of litigation, if any.

Article 25. Interpretation

- 25.1 All general language or requirements embodied in the specifications are intended to amplify, explain and implement the requirements of this Contract. However, in the event that any language or requirements so embodied permit an interpretation inconsistent with any provisions of this Contract, then in each and every such event, the applicable provisions of this Contract shall prevail and govern.
- 25.2 The specifications and drawings are also intended to explain each other,

and anything shown on the drawings and not stipulated in the specifications or vice versa shall be deemed and considered as if embodied in both. In the event of conflict between the specifications and drawings, the specifications shall prevail and govern.

(第1条の定義”the Contract Document”に Drawings がない場合は、この項(25.2)を削除。
その場合、25.1の本文のみを記載し、25.1という数字を削除する。)

Article 26. Entire Agreement

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

Article 27. Notice

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

The Client:

Name : (name of the executing agency),(name of the recipient country)

Address :

Telephone :

Facsimile :

E-mail address :

The Contractor:

Name :

Address :

Telephone :

Facsimile :

E-mail address :

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

The Client

The Contractor

(Signature) _____

(Name of the signer)

(Status of the signer)

(Name of the executing agency)

(Name of the recipient country)

(Signature) _____

(Name of the signer)

(Status of the signer)

(Name of the Contractor)

【予備的経費対象案件】

以下の条項を Article 22.として、Article 21. Amendments and Modifications の後に追加し、以降の条項は番号を繰り下げてください。

Article 22. Application of Contingency Fund

Contingency fund may be used if the additional cost arises because of modifications of the Project, increase of the unit prices of the materials, security measures, and natural disasters with exceeding certain increase over the Contract Price.

The details of the use of contingency fund are stipulated in Article **** of the Tender Document. The contingency fund may only be used when it is judged necessary by the Government of Japan and JICA after receiving the consent of the Client, Consultant and Contractor. The contingency fund should never be included in the tender price.