**Part B - Specific Provisions**

*[Specific Provisions of the Particular Conditions (“PC”) are intended to address country, project, and contract specific requirements not covered by the General Conditions (“GC”). Whoever drafts the Specific Provisions should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones.*

*The Standard Specific Provisions prepared by JICA and inserted in this Part B of the PC* ***shall be used without modification.****]*

|  |  |
| --- | --- |
| Sub-Clause 1.6 (Effectiveness of Contract Agreement) | *[When applicable, the other effectiveness conditions shall be indicated.]* |
| Sub-Clause 1.13(Compliance with Laws) | *[When applicable, any exception other than stated in the E/N and G/A shall be indicated.]* |
| Sub-Clause 1.17 (Construction Quality Control Meeting) | *[The following Sub-Clause shall be added if the Construction Quality Control Meeting shall be organized for the Project.]*  Following sentence(s) shall be added as Sub-Clause 1.17:  “The Construction Quality Control Meeting (CQC Meeting) shall be held for quality assurance and smooth implementation of the Works at each stage of the Works in accordance with The Standard Procedure for Construction Quality Control Meeting prepared by JICA.”  *[Insert the schedule and the venue of the CQC Meeting.]* |
| Sub-Clause 4.6 (**Client's Personnel)** | *[When applicable, any exception of obligation of the Client's Personnel and the Client's other contractors on the Site shall be indicated.]* |
| Sub-Clause 5.1 (**Consultant’s Duties and Authority)** | *[When applicable, the details of requirements concerning the Client’s approval under Sub-Clause 5.1(7) shall be indicated.]* |
| Sub-Clause 6.1 (**Contractor's General Obligations)** | *[When applicable, any exemption of the obligation of the Contractor under Sub-Clause 6.1 (7) shall be indicated.]* |
| Sub-Clause 6.1 (**Contractor's General Obligations)**  **Exhibit 6.1.7**  **(Health and Safety)** | *[When applicable, describe the details.]* |
| **Sub-Clause 6.2**  (**Performance Security)** | *[The following sentence shall be replaced if applicable under the bidding documents for the Project or the Applicable Guidelines. ]*  Replace “the issuance of the Certificate of Completion of the Works by the Consultant with the approval of the Client subject to Sub-Clause 8.2 (Taking Over of the Works or the Section)” of Sub-Clause 6.2(2) with “the end of the Defects Notification Period defined in Sub-Clause 11.1(2) (Completion of Remedying the Defect during Defects Notification Period)*.*” |
| **Sub-Clause 6.4**  (**Subcontractors)** | *[When applicable, the details of exceptions to the Contractor’s obligation concerning Subcontractors under Sub-Clause 6.4(3) shall be indicated.]* |
| **Sub-Clause 6.16**  (**Transport of Goods)** | *[When applicable, the details of exception to the Contractor’s obligation concerning transport of Goods under Sub-Clause 6.16 shall be indicated.]* |
| **Sub-Clause 6.21(1)**  (**Progress Reports)** | *[When applicable, the details of exception to the Contractor’s obligation concerning preparation of progress reports under Sub-Clause 6.21(1) shall be indicated.]* |
| **Sub-Clause 6.22**  (**Security of the Site)** | *[When applicable, the details of exception to the Contractor’s obligation concerning security of the Site under Sub-Clause 6.22 shall be indicated.]* |
| **Sub-Clause 7.1**  (**Commencement of Works)** | *[When applicable, additional conditions or exception of the commencement of the Works shall be indicated.]* |
| **Sub-Clause 7.4(6)**  (**Manner of Execution and Other Related Matters)** | *[When applicable, any exception of transfer of the ownership shall be indicated.]* |
| **Sub-Clause 7.4(7)**  (**Manner of Execution and Other Related Matters)** | *[When applicable, any exception of payment of such royalties, rents and others shall be indicated.]* |
| **Sub-Clause 7.8**  (**Delay Damage)** | *[The following Sub-Clause should be added after Sub-Clause 7.7 if applicable under the bidding documents for the Project.]*  Following sentences shall be added as Sub-Clause 7.8:  “(1) If the Contractor fails to comply with Sub-Clause 7.2(Time for Completion) due to reasons for which the Contractor is mainly responsible, the Contractor shall, subject to notice from the Client under Sub-Clause 18.1(Client’s Claims)*,* pay delay damages to the Client for this default at zero point one percent (0.1%) of the Contract Price per day between the relevant Time for Completion and the date stated in the Certificate of Completion of the Works. However, the total amount due under Sub-Clause 7.8(1) shall not exceed ten percent (10%) of the Contract Price.  (2) The delay damages under Sub-Clause 7.8(1) shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 13.2 (Termination by the Client) prior to completion of the Works. The damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.” |
| **Sub-Clause 16.2**  (**Insurance for Works and Contractor’s Equipment)** | *[When applicable, the exception to the Contractor’s insurance under Sub-Clause 16.2(4) shall be indicated.]* |
| **Sub-Clause 16.3**  (**Insurance against Injury to Persons and Damage to Property)** | *[When applicable, the exception to requirements of the Contractor’s insurance under Sub-Clause 16.3(3) shall be indicated.]* |
| **Sub-Clause 18.3(4)**  (**Settlement and Arbitration)** | *[The following Sentence shall be replaced, if applicable.]*  Replace “Such arbitration shall be international arbitration with proceedings administrated by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration.” of Sub-Clause 18.3(4)  with “Such arbitration shall be international arbitration (1)with proceedings administered by the arbitration institution designated in the Contract Data, and conducted under the rules of arbitration of such institution;  or, if so specified in the Contract Data, (2) with proceedings administered by the Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA；  or (3) if neither an arbitration institution nor arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration.” |