

# **Form of Procurement Contract under JICA's Grants**

September 2016

JAPAN INTERNATIONAL COOPERATION AGENCY  
(JICA)

# General Conditions (GC)

## Notes on General Conditions

The Conditions of Contract comprise two parts:

- (a) **Standard General Conditions** – GC; and
- (b) **Particular Conditions** – PC.

The use of these Standard General Conditions, in all Bidding Documents/Contracts for procurement works financed by Japanese Grants is encouraged, and they shall be used without any modification.

The GC read in conjunction with the Particular Conditions in Section and other documents listed therein, should be a complete document expressing all the rights and obligations of the contracting Parties.

Any amendments and additions to the General Conditions, specific to the Contract in hand, should be introduced in the Particular Conditions.

The Particular Conditions take precedence over the General Conditions—see Sub-Clause 1.5, Priority of Documents, in the General Conditions.

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Buyer, the Consultant, the sector, the overall project, and the Works. It is good practice to have a list of tax and custom regulations applicable in the country, to be provided as non-binding general information, attached to the Bidding Documents.

Part A, the Contract Data of the PC, includes data to complement GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, the Specific Provisions of the PC should specify country- or project-specific provisions for PC in each case.

Clause numbers in the PC correspond to those in the GC.

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The General Conditions issued by JICA in September, 2016 (hereinafter referred to as “Standard GC”) includes some sub-clauses and sentences used in the General Conditions of Contract for Construction Works under JICA’s Grants issued in July 2016, which is partially developed from the Conditions of Contract for Construction, prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC) under the License Agreement dated 18<sup>th</sup> July, 2016 between JICA and FIDIC.

Therefore, the following conditions for using the General Conditions of Contract for Construction Works under JICA’s Grants will apply this General Conditions for Procurement.

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**CONTRACT**

**BETWEEN**

**[NAME OF THE EXECUTING AGENCY]**

**[NAME OF THE RECIPIENT COUNTRY]**

**AND**

**[NAME OF THE SUPPLIER]**

**JAPAN**

**FOR**

**[NAME OF THE PROJECT]**

## **CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this *[insert day th]* day of *[insert month]*, *[insert year]* by and between *[insert name of the executing agency]*, *[formal name of the recipient country]* (hereinafter referred to as the “Buyer”), and *[insert name of the Supplier]* (hereinafter referred to as the “Supplier”),

*[For Joint Venture 共同企業体 (JV) の場合 ]*

THIS CONTRACT, made and entered into this *[insert day th]* day of *[insert month]*, *[insert year]* by and between *[insert name of the executing agency]*, *[formal name of the recipient country]* (hereinafter referred to as the “Buyer”) and *[insert name of the Joint Venture/Consortium]* (hereinafter referred to as the “Supplier”), consisting of the following entities, namely, *[insert name of Lead Member]* (hereinafter referred to as the “Leader”) and *[insert name of members]*],

### **WITNESSETH:**

WHEREAS, the Japan International Cooperation Agency (hereinafter referred to as “JICA”) extends a grant to the Government of *[insert name of the recipient country]* on the basis of the Grant Agreement (hereinafter referred to as the “G/A”) signed on the *[insert day th]* day of *[insert month]*, *[insert year]* between the Government of *[insert name of the recipient country]* and JICA concerning *[insert name of the project on the G/A]* (hereinafter referred to as the “Project”);

WHEREAS, the Buyer, as a competent authority for the Project, desires that the works for the Project should be executed by the Supplier, and has accepted a bid by the Supplier for the execution and completion of these works for the Project and the remedying of any defects therein,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Buyer and the Supplier agree as follows:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. This Contract Agreement and the following documents shall be deemed to form and be read and construed as part of the Contract. This Contract Agreement shall prevail over all other Contract documents.

- (i) the Letter of Bid
- (ii) the Particular Conditions - Part A (Contract Data, including Payment Schedule)
- (iii) the Particular Conditions - Part B (Specific Provisions)
- (iv) the General Conditions
- (v) the Specification
- (vi) the Drawings *[If not applicable, delete this clause. 図面がない場合は削除]*
- (vii) the Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants (Type I).

3. In consideration of the payments to be made by the Buyer to the Supplier as specified in this Contract Agreement, the Supplier hereby covenants with the Buyer to execute the works for the Project and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Buyer hereby covenants to pay the Supplier in consideration of the execution and completion of the works for the Project and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement to be signed on the date first above written, in their respective names in duplicate, each party retaining one (1) copy thereof.

The Buyer

The Supplier

**[Signature]**\_\_\_\_\_

*[Name of the signer]*

*[Title of the signer]*

*[Name of the executing agency]*

*[Name of the buyer country]*

**[Signature]**\_\_\_\_\_

*[Name of the signer]*

*[Title of the signer]*

*[Name of the Supplier]*

# Particular Conditions (PC)

## Notes on Particular Conditions

The PC supplements the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the Country, the Buyer, the Consultant, the Project and the Works, and include amendments and additions to the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A, Contract Data, includes data to complement the GC.

Part B, the Specific Provisions, shall be amendments and additions to the GC. All the provisions stated in this form Part B, which are prepared by JICA, shall be used **without modification**. In addition to such provisions, the Parties shall provide any other provision strictly necessary for the Project.

Clause numbers in the PC correspond to those in the GC.

All italicised text and any enclosed square brackets is for use in preparing the form and should be deleted, together with any square brackets, from the final product.



## Particular Conditions (PC)

The following Particular Conditions shall supplement the General Conditions of Contract for Procurement of Equipment (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

### Part A - Contract Data (CD)

Items	Sub-Clause	Data
<b>Applicable Guidelines</b>	1.1(1)	Procurement Guidelines for the Japanese Grants (Type I) (January 2016) <i>[Insert the name and the date of issuance of the Guidelines applicable to this Contract.]</i>
<b>Latest date for submission of the Letter of Bid</b>	1.1(3)	<i>[Insert the latest date for submission of the Letter of Bid.]</i>
<b>Chief Consultant's name</b>	1.1(7)	<i>[Insert Chief Consultant's name.]</i>
<b>Consultant's name and address</b>	1.1(10)	<i>[Insert Consultant's name and address.]</i>
<b>Project Site's name(s)</b>	1.1(37)	<p><i>[Insert Project Site's name(s) of each category. If not applicable, insert N/A in the relevant category listed below. If the Project Site differs depending on each component of the Works, specify the type of component in each Project Site.]</i></p> <p>The place(s) of delivery: _____</p> <p>The place of execution of the Installation Works: _____</p> <p>The place of execution of the Operation Training: _____</p>

Items	Sub-Clause	Data
<b>Electronic transmission systems</b>	1.3(1)(a)	<i>[Insert electronic transmission systems.]</i>
<b>Address for the recipient's communications</b>	1.3(1)(b)	<p>The addresses are:</p> <p>Buyer: _____</p> <p>Address _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Supplier: _____</p> <p>Address _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
<b>Governing Law</b>	1.4(1)	<i>[Insert name of governing law.]</i>
<b>Language</b>	1.4(3)	<i>[Insert name of the Language.]</i>
<b>Requirement of notices etc.</b>	1.9 (b)	<i>[Describe the specified notice, permits, and approvals. If not applicable, insert N/A.]</i>
<b>Scope of Procurement Works</b>	2.2	<p><i>[Describe the scope of the Procurement Works depending on the Project in line with the Consultant Agreement.]</i></p> <p>For the details of the Procurement Works, refer to the Specifications.</p>

Items	Sub-Clause	Data
<b>Scope of Installation Works</b>	2.3(1)	<p><i>[Describe the scope of the Installation Works depending on the Project in line with the Consultant Agreement. If not applicable, insert N/A.]</i></p> <p>For the details of the Installation Works, refer to the Specifications and Drawings.</p>
<b>Scope of Operation Training</b>	2.4	<p><i>[Describe the scope of the Operation Training depending on the Project in line with the Consultant Agreement. If not applicable, insert N/A.]</i></p> <p>For the details of the Operation Training, refer to the Specifications.</p>
<b>Buyer's responsibilities</b>	4.2	Refer to Appendix 1: a copy of the latest Schedule 4 (Obligations of the Recipient) of the G/A <i>[Describe any update or supplementary information on Buyer's responsibility, if any]</i>
<b>Consultant's duties and authority</b>	5.1(1)	Refer to Appendix 2: Scope of the Service under the Consulting Agreement.
<b>Amount of the Performance Security</b>	6.2(1)	<p><i>[Insert the amount of the Performance Security.]</i></p> <p>***** Japanese Yen (JPY****,***,****)</p> <p>which is equal to the amount(s) of <i>[insert percentage]</i> percent of the Contract Price in Japanese Yen.</p>

Items	Sub-Clause	Data
<b>Insurance for the Procurement Works (Exception to the Supplier's All Risk Insurance)</b>	6.5 (2)	<i>[Insert the exception to the Supplier's all risk insurance for Procurement Works including any exclusion of the activities or risk(s). If not applicable, insert N/A.]</i>
<b>Insurance for the Procurement Works (Specified Risks at Least to be Covered)</b>	6.5 (2)	<i>[Insert risks (other than war, strikes, riots or civil commotion risks) which the Supplier's insurance shall at least cover for the Procurement Works. If not applicable, insert N/A.]</i>
<b>Insurance for the Installation Works</b>	6.5 (3)	<i>[Insert the exception to the Supplier's insurance for Installation Works. If not applicable, insert N/A.]</i>
<b>Insurance for the Operation Training</b>	6.5 (4)	<i>[Insert the exception to the Supplier's insurance for Operation Training. If not applicable, insert N/A.]</i>
<b>Time for Completion</b>	1.1(44) 7.2	<i>[Insert date of the completion of the Works.]</i>
<b>Packing of the Equipment</b>	7.4(1)	<i>[Insert the details of method of the packing of the Equipment.]</i>
<b>Details of Shipment and Delivery</b>	7.4(2)	<p>Partial shipment and partial delivery [are/are not] allowed.</p> <p>The place(s) of delivery is/are: [Project Site/other place(s) of delivery, if any]</p> <p><i>[If the place of delivery is not in the Project Site (for example, the Buyer will transport a part or all of the Equipment from the place of delivery to the Project Site), insert the place(s) of delivery.]</i></p>

Items	Sub-Clause	Data
		<p><i>[Insert any other conditions of the shipment and delivery, including but not limited to:</i></p> <ul style="list-style-type: none"> <li><i>- the method of transportation</i></li> <li><i>- expected shipment and delivery date in fixed date or time range, if any].</i></li> </ul>
<b>Transportation – Trade Terms and the Exception</b>	7.4(4)	<p><i>[CIP/CPT/CIF/ other trade terms of Incoterms, if any]</i></p> <p><i>[If the responsibility for transportation is not in accordance with Incoterms, describe the details of the arrangement of the transportation. If the arrangement of the transportation differs depending on the Equipment, specify each terms.]</i></p>
<b>Contract Price</b>	1.1(15) 8.1(3)	<p><i>[Insert the sum of the Contract Price. The amount shall be separated on the basis of the source of payment (the Grant or other funds of the Buyer).]</i></p> <p>***** million ***** thousand</p> <p>***** Japanese Yen (JPY****,***,***)</p> <p>Refer to Appendix 3: Payment Schedule</p> <p><i>{For the Project whose budget of the Grant is appropriated in multiple Japanese fiscal years- 国庫債務負担行為案件（国の予算において複数年度で予算計上されている案件） }</i></p> <p>{If the budget of the Grant is appropriated in multiple Japanese fiscal years, refer to</p>

Items	Sub-Clause	Data
		Appendix 3: limitation of availability of the Grant. }
<b>Payment Schedule</b>	1.1(33) 8.1(3)	Refer to Appendix 3: Payment Schedule.
<b>Search and Inspection by the Consultant during the Warranty Period</b>	10.2(1)	<i>[Insert the following sentence if applicable. If not applicable, insert N/A. Insert the details, if any.]</i>  The Consultant shall conduct the search and inspection in accordance with Sub-Clause 10.2.
<b>Competent authorities' name</b>	11.2(4)	<i>[Insert competent authorities' name to be reported by the Consultant upon the termination. If not applicable, insert N/A.]</i>
<b>Language for Arbitration</b>	14.3(5)	<i>[Insert English, French, or Spanish.]</i>

Attention : JICA will not review the Contract Price not to be covered by the Grant, the breakdown and the payment schedule of such Contract Price.

## **Appendix 1: A Copy of Schedule 4 (Obligations of the Recipient) of the G/A**

*[Note: Attach a copy of the schedule 4 of the G/A for the Project. 各案件の実際の G/A の写しを添付すること。]*

## **Appendix 2: Scope of the Service of the Consultant**

*[Note: Attach the Appendix 1: SCA-2.1[Scope of the Service] of the Consultant Agreement for the Project. 各案件の実際のコンサルタント契約の Appendix-1 (コンサルタントの業務内容)を添付すること。]*

In the Contract, “the Defect Notification Period” provided in this Appendix is synonymous with “the Warranty Period”.



### Appendix 3: Payment Schedule [Example]

*[Note: Breakdown of the Contract Price and Payment Schedule shall be specified depending on the contents of the Works and the Project in accordance with the criteria stipulated by JICA. 各案件及び機材調達(及び業務)の内容に応じ、JICA の定める基準に従って、支払内訳及び条件を規定すること。]*

#### 1. Breakdown of the Contract Price

1.1 The breakdown of the Contract Price covered by the Grant is as follows:

- Price for Procurement Works

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

- Price for Installation Works

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

- Price for Operation training

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

1.2 The [breakdown/amount] of the Contract Price which is not covered by the Grant is as follows:

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

[If this 1.2 is not applicable, insert N/A.]

#### 2. Payment Schedule

Any payment shall be subject to the submission of the Performance Security under Sub-Clause 6.2 (Performance Security) of GC and the Advance Payment Security (if required) under Sub-Clause 8.3 (Advance Payment Security) of GC.

##### (1) Price for Procurement

Amount of Payment	Terms of Payment	Required Documents for Payment
<u>***** million</u> <u>***** thousand</u> <u>***** Japanese Yen</u> <u>(JPY***,***,***)</u> corresponding to one hundred percent (100%) of	Completion of the shipment of the said Equipment	- Transport document*  - Signed Commercial Invoice in triplicate  - Packing List in triplicate

Amount of Payment	Terms of Payment	Required Documents for Payment
the Equipment Price for the Equipment paid upon shipment		<ul style="list-style-type: none"> <li>- Insurance Policy in duplicate</li> <li>- An photocopy of Report of Pre-shipment Inspection issued by the Consultant</li> </ul>
<p>***** <u>million</u></p> <p>***** <u>thousand</u></p> <p>***** Japanese Yen (JPY****,***,****)</p> <p>corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon delivery</p>	Completion of the delivery of the said Equipment	<ul style="list-style-type: none"> <li>- Signed Commercial Invoice in triplicate</li> <li>- Receipt of the Equipment issued by the Buyer</li> </ul>

\*The following documents are acceptable as the transport documents required for payment, under the condition that such documents cover all the transport for the delivery of the said Equipment:

- a) Clean On Board Ocean Bill of Lading, on which “Freight Prepaid” is described in full set,
  - b) Air Waybill,
  - c) Multimodal Transport Bill of Lading,
  - d) Rail Transport Document,
  - e) Charter Party Bill of Lading, or
  - f) Truck Transport Document.
- (a) In the case of sending one (1) original bill of lading directly to the Buyer, the requirements shall be:
- a) Full set less one (1) bill of lading mentioned above; and
  - b) Supplier's certificate stating that one (1) original bill of lading has been directly sent to the Buyer.
- (b) In the case of delivery only by Truck Transport, the receipt of the said Equipment issued by the Buyer shall be attached.

(c) Stale bill of lading is also acceptable as the required documents for payment.

(2) Price for Installation Works

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	<p>***** <u>million</u>  ***** <u>thousand</u>  ***** Japanese Yen  (JPY****,***,***)  corresponding to one hundred percent  (100%) of the Price for Installation Works</p>	Completion of the Installation Works	The Certificate of Completion for the Installation Works issued by the Consultant and approved by the Buyer

(3) Price for Operation Training

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	<p>***** <u>million</u>  ***** <u>thousand</u>  ***** Japanese Yen  (JPY****,***,***)  corresponding to one hundred percent  (100%) of the Price for Operation Training</p>	Completion of the Operation Training	The Certificate of Completion for the Operation Training issued by the Consultant and approved by the Buyer

*{For the Project whose budget of the Grant is appropriated in multiple Japanese fiscal years-* 国庫債務負担行為案件（国の予算において複数年度で予算計上されている案件） }

## 1. Breakdown of the Contract Price

### 1.1 Breakdown of the Works

The end of the following period is not equal to agreed/expected time for achievement of the works corresponding to each stage for Works under Sub-Clause 7.3 (Work Schedule).

Term-1: Period between the signing date of the Contract and the Time for Completion

- Procurement works:



Term-2: Period between the commencement date of Term 2 specified in the G/A and the Time for Completion

- Procurement works:



Term-3: Period between the commencement date of Term 3 specified in the G/A and the Time for Completion

- Procurement works:



- Installation Works
- Operation Training

*[Note: The breakdown of the Works shall be consistent with the breakdown described in the Consultant Agreement. タームごとの業務の内訳はコンサルタント契約と一致させること。]*

## 1.2 Breakdown of the Contract Price

### 1.2.1 Breakdown of the Contract Price covered by the Grant

The breakdown of the Contract Price covered by the Grant is as follows:

Term-1: Period between the signing date of the Contract and the Time for Completion

- Price for Procurement Works

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

Term-2: Period between the commencement date of Term 2 specified in the G/A and the Time for Completion

- Price for Procurement Works

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

Term-3: Period between the commencement date of Term 3 specified in the G/A and the Time for Completion

- Price for Procurement Works

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

- Price for Installation Works

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

- Price for Operation training

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

### 1.2.2 [Breakdown / Amount ]of Contract Price which is not covered by the Grant

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

*[If this 1.2.2 is not applicable, insert N/A.]*

## 2. Payment Schedule

### (1) Price for Procurement Works

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Term-1			
	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u>	Completion of the shipment of the said Equipment for	- Transport document * - Signed Commercial

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	Yen (JPY***,***,***) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon shipment for Term-1	Term-1	Invoice in triplicate  - Packing List in triplicate  - Insurance Policy in duplicate  - An photocopy of Report of Pre-shipment Inspection issued by the Consultant
	***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon delivery for Term-1	Completion of the delivery of the said Equipment for Term-1	- Signed Commercial Invoice in triplicate  - Receipt of the Equipment issued by the Buyer
Term-2			
	***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon shipment for	Completion of the shipment of the said Equipment for Term-2	- Transport document]*  - Signed Commercial Invoice in triplicate  - Packing List in triplicate  - Insurance Policy in duplicate  - An photocopy of Report of Pre-shipment Inspection issued by the Consultant

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	Term-2		
	<p>***** <u>million</u>  ***** <u>thousand</u>  ***** Japanese Yen  (JPY****,***,****)  corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon delivery for Term-2</p>	Completion of the delivery of the said Equipment for Term-2	<p>- Signed Commercial Invoice in triplicate</p> <p>- Receipt of the Equipment issued by the Buyer</p>
Term-3			
	<p>***** <u>million</u>  ***** <u>thousand</u>  ***** Japanese Yen  (JPY****,***,****)  corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon shipment for Term-3</p>	Completion of the shipment of the said Equipment for Term-3	<p>- [Clean On Board Ocean Bill of Lading, on which “Freight Prepaid” is described in full set]*</p> <p>- Signed Commercial Invoice in triplicate</p> <p>- Packing List in triplicate</p> <p>- Insurance Policy in duplicate</p> <p>- An photocopy of Report of Pre-shipment Inspection issued by the Consultant</p>

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	<p>***** <u>million</u></p> <p>***** <u>thousand</u></p> <p>***** Japanese Yen</p> <p>(JPY****,***,***)</p> <p>corresponding to one hundred percent (100%) of the Equipment Price for the Equipment paid upon delivery for Term-3</p>	Completion of the delivery of the said Equipment for Term-3	<p>- Signed Commercial Invoice in triplicate</p> <p>- Receipt of the Equipment issued by the Buyer</p>

\* The following documents are acceptable as the transport documents for payment under the condition that such documents cover all the transport for the delivery of the said Equipment:

- a) Clean On Board Ocean Bill of Lading, on which “Freight Prepaid” is described in full set,
- b) Air Waybill,
- c) Multimodal Transport Bill of Lading,
- d) Rail Transport Document,
- e) Charter Party Bill of Lading, or
- f) Truck Transport Document.

(a) In the case of sending one (1) original bill of lading directly to the Buyer, the requirements shall be:

- a) Full set less one (1) bill of lading mentioned above; and
- b) Supplier's certificate stating that one (1) original bill of lading has been directly sent to the Buyer.

(b) In the case of delivery only by Truck Transport, the receipt of the said Equipment issued by the Buyer shall be attached.

(c) Stale bill of lading is also acceptable as the required documents for payment.



(2) Price for Installation Works

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Term-3			
	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> Yen (JPY <u>***,***,***</u> ) corresponding to one hundred percent (100%) of the Price for Installation Works	Completion of the Installation Works	The Certificate of Completion for the Installation Works issued by the Consultant and approved by the Buyer

(3) Price for Operation Training

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Term-3			
	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> Yen (JPY <u>***,***,***</u> ) corresponding to one hundred percent (100%) of the Price for Operation Training	Completion of the Operation Training	The Certificate of Completion for the Operation Training issued by the Consultant and approved by the Buyer

## **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.]*

<b>Sub-Clause 1.6 (Effectiveness of Contract Agreement)</b>	<i>[When applicable, the other effectiveness conditions shall be indicated.]</i>
<b>Sub-Clause 1.9 (Compliance with Laws)</b>	<i>[When applicable, any exception other than stated in the E/N and G/A shall be indicated.]</i>
<b>Sub-Clause 2.3(2) (Installation Works)</b>	<i>[When applicable, any exception to the obligation of the appointment of the resident representative under Sub-Clause 2.3(2) shall be indicated.]</i>
<b>Sub-Clause 2.4(2)  (Operation Training)</b>	<i>[When applicable, any exception to the obligation of the appointment of the resident representative under Sub-Clause 2.4(2) shall be indicated.]</i>
<b>Sub-Clause 5.1(8) (Consultant’s Duties and Authority)</b>	<i>[When applicable, the details of requirements concerning the Buyer’s approval under Sub-Clause 5.1(8) shall be indicated.]</i>
<b>Sub-Clause 6.1(5) (Supplier’s General Obligations)</b>	<i>[When applicable, any exception to the responsibility of the Supplier under Sub-Clause 6.1(5) shall be indicated.]</i>

**Sub-Clause 6.2  
(Performance  
Security)** *[The following provisions shall be replaced if applicable under the bidding documents for the Project or the Applicable Guidelines.]*

Replace “the completion of the final Works under the Contract, which is confirmed by (i) the certificate of the receipt of the Equipment for the final delivery of the Equipment subject to Sub-Clause 7.8, (ii) the Certificate of Completion of the Installation Works subject to Sub-Clause 7.10, and (iii) the Certificate of Completion of the Operation Training subject to Sub-Clause 7.11” of Sub-Clause 6.2(2) with “the end of the Warranty Period.”

**Sub-Clause 6.3(3)  
(Subcontracting)** *[When applicable, the details of exceptions to the Supplier’s obligation concerning Subcontractors under Sub-Clause 6.3(3) shall be indicated.]*

**Sub-Clause 7.1(1)  
(Commencement of  
Works)** *[When applicable, additional or exception to the conditions for the commencement of the Works shall be indicated.]*

**Sub-Clause 7.10(1)  
(Taking Over of the  
Equipment for the  
Installation Works)** *[When applicable, any exception to the requirements of the taking over of the Equipment for the Installation Works shall be indicated.]*

**Sub-Clause 8.3  
(Advance Payment  
Security)** *[When applicable, the following provisions or other conditions shall be inserted and the detail of the advance payment shall be indicated in the Payment Schedule.]*

(1) Prior to requesting the advance payment, the Supplier shall provide the Buyer with an advance payment security issued by a Japanese financial institution, which secures any sum advanced by the Buyer. The Supplier shall maintain the advance payment security until the date of [the taking over of the Equipment for which the advance payment has been made/ other conditions, if

any].

- (2) The Consultant shall have the custody of the advance payment security. The Consultant shall return such security to the Supplier immediately after the date specified in Sub-Clause 8.3(1). .

**Sub-Clause 9.3 (Adjustment of the Contract Price)** *[The following provisions shall be added at the end of Sub-Clause 9.3 if there is the contingency of the Grant.]*

The adjustment of the Contract Price under this Sub-Clause 9.3 shall be based on the unit price in accordance with the followings:

- (a) The Buyer and Supplier shall agree and adjust the unit price in the Price Confirmation Sheet for the Installation Works in accordance with the Applicable Guidelines;
- (b) The unit price in the Price Confirmation Sheet will be exclusively used for the basis of the adjustment of the Contract Price under Clause 9 (MODIFICATIONS); and
- (c) The Buyer and the Supplier shall agree and adjust the initial prices of materials specified in the bidding documents for the Installation Works (if applicable) in accordance with the Applicable Guidelines.

**Sub-Clause 10.1(3) (Warranty of the Equipment)** *[When applicable, the exception to the Warranty Period shall be indicated.]*

**Sub-Clause 14.3(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 14.3(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.”