

コンサルタント契約 SCA 作成の留意事項 (2016 年 1 月改訂契約書版)

Special Conditions of Agreement

Notes on Special Conditions of Agreement

The Special Conditions of Agreement (SCA) complement the General Conditions of Agreement (GCA) to specify data and contractual requirements linked to special circumstances of the country where the Project will be executed, the Client and the assignment specific to each Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCA.

Clauses in brackets { } are optional; all notes should be deleted in the final text except for the note on the the required documents for shipment and delivery in Appendix 3: Payment Schedule.

Clause numbers in the SCA correspond to those in the GCA.

本ページは解説ですので、削除してください。
{ } で囲んでいる箇所は選択です。また、支払条件の機材調達に関する注記以外の note は、作成上の留意点・解説であるため、削除してください。

| | |
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| 1.3 (Communications) | <p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> |
| 1.4 (Law, Language and Measurement System) | <p>(1) The Agreement shall be governed by and interpreted in accordance with the law of [insert country name.]</p> <p>(2) The ruling language of the Agreement shall be [insert one of the following English, French, or Spanish].</p> |
| 2.1 (Scope of Service) | <p>The name of the report is [insert name of the preparatory survey report or implementation review study report].</p> <p>Refer to Appendix 1: Scope of Service</p> |
| {2.2}(Effectiveness of Agreement) | <p>The other effectiveness conditions are: [insert conditions].</p> <p>If this Agreement has not become effective within four (4) months after the date of this Agreement by not fulfilling the conditions specified above, either Party may, by written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either Party, neither Party shall have any</p> |

発注者及びコンサルタント（JVの場合は代表会社）の連絡先を記載します。

協力準備調査の外国語名を記載します。

契約署名以外の発効条件を規定する必要がある場合に記載します。なければ、本条項は削除します。

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| | <p>claim against the other Party with respect to this Agreement.</p> <p><i>Note: If there are no other effectiveness conditions, delete this Clause SCA 2.2.</i></p> |
| <p>4.1 (Client's Responsibilities under the E/N and the G/A) (2)</p> | <p>Refer to Appendix 2: Schedule 4 [Obligations of the Recipient] of the G/A</p> <p><i>Note: If there are any updates or supplementary information on the undertaking by the Client, describe in this SCA 4.1(2).</i></p> |
| <p>5.2.2 (Consultant and Related Person Not to Engage in Certain Activities)</p> | <p>The cases are :<i>[insert specific cases]</i></p> <p><i>Note: Describe the conditions for not disqualifying or excluding the Consultant. Otherwise delete this Clause.</i></p> |
| <p>6.2 (Payment) (2)</p> | <p>The Agreement price to be paid from the Grant is:<i>[***** million ***** thousand ***** Japanese Yen (JPY***,***,***) insert amount of the Agreement Price]</i></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><i>{If the budget of the Grant is appropriated in multiple Japanese fiscal years, refer to Appendix 3: limitation of availability of the Grant.}</i></p> |

調達ガイドラインに定める利益相反に該当するものの、例外的に一定の条件（方法）により、発注者が許容し、JICAに受け入れた場合にその条件を記載します。該当しなければ、本条項は削除します。

コンサルタント契約の契約金額総額を記載します。内訳は Appendix 3 に記載します。

英語以外の言語で仲裁を行う場合、仏語又は西語を選択して記載します。英語で行う場合は、本条項は削除します。

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| 8.2 (Dispute Resolution) | The arbitration shall be conducted in <i>[insert one of the following French, or Spanish]</i> . |
|---------------------------------|---|

Attention : JICA will not review the Agreement Price not to be paid from the Grant, its breakdown of this Agreement Price and the payment schedule of this Agreement Price.

Appendix 1: SCA-2.1 Scope of the Service [Example: the project including construction and procurement]

施設・機材混合案件のサンプルです。

Note: The scope of service shall be specified in accordance with the contents of the Project and discussion on the terms of reference during the preparatory study. 各案件の内容及び協力準備調査(事業化調査)段階での業務内容に関する議論に基づき定めること。

1. Scope of the Service

The Service shall consist of the following services:

(1) All stages

1) Concurrence of and reporting to JICA

The Consultant shall assist the Client in obtaining the concurrence from and furnishing the progress and final report with JICA in accordance with the G/A and Applicable Guidelines. The assistance shall include the followings:

- (a) Preparing or reviewing the required documents and the progress reports in accordance with the G/A and Applicable Guidelines,
- (b) Submitting to JICA the required documents for review and concurrence or the progress reports,
- (c) Responding to the inquiry or clarification requested by JICA, and
- (d) The Consultant on behalf of the Client may coordinate with JICA.

2) Undertaking by the Client

The Consultant shall monitor the progress of the undertaking by the Client stipulated in the G/A and the Government of the Recipient Country and should take appropriate action to expedite progress if necessary for smooth implementation of the Project.

3) Reporting of event

Reporting to the Client and JICA promptly the occurrence of any accident in connection with the Project

4) Liaising with JICA

Liaising all the time with JICA on any issue which JICA may require under the relevant guidelines.

(2) Design stage

1) The Consultant shall:

- (a) Conduct the detailed research and design survey,
- (b) Carry out detailed design including design calculation and quantification of work volume of the works,
- (c) On behalf of the Client prepare bid documents including instruction to bidders, form of bid, conditions of contract, specifications, drawings, appendices and other relevant document (if any), and
- (d) Ensure that all the design is in accordance with the agreed standards or appropriate international standards.

(参考資料 5-1)

- 2) The Consultant shall ensure that the bidding document shall clearly state the safety requirements in compliance with applicable Laws and relevant international standards, and in accordance with “the Guidance for the Management of Safety for Construction Works in Japanese ODA Projects of JICA”.

(3) Bidding Stage

The Consultant shall :

- 1) Assist the Client in carrying out the pre-qualification of applicants for the bidding (if applicable),
- 2) Assist the Client in tendering procedures and in evaluation of the bids,
- 3) Assist the Client in awarding the Contract to the successful bidder and in negotiating on the Contract with the bidder, including further elaboration on the construction schedule and personnel dispatch schedule,
- 4) On behalf of the Client prepare the contract documents to be signed by the Client and the Contractor, and
- 5) Have the custody of the advance payment security and/or performance security submitted by the Contractor

「ODA 建設工事安全管理ガイドンス」に関する部分については、建設工事は必須とし、据付工事については工事内容により、適用される場合記載してください

(4) Construction, Procurement, Installation, and Operation training by the Contractor Stage

The Consultant shall provide supervisory services for the Project to ensure that the works executed by the Contractor under the Project are in accordance with the contract between the Client and the Contractor. The supervisory services shall include the followings:

- (a) Organizing a supervisory team and elaborating the supervision plan for the Project,
- (b) Carrying out of inspections and testing of the works, materials and equipment on and off the site including manufacturer’s inspections,
- (c) Reviewing and giving approval, consent or comment as appropriate to the following documents,
 - construction schedule and revised construction schedule,
 - construction plan (method statement),
 - quality assurance and quality control documents,
 - health safety and environment management documents,
 - shop drawings, samples and catalogues,
 - other relevant document submitted by the Contractor,
- (d) Issuing notices, certificates and instructions as appropriate,
- (e) Carrying out research and investigations, if required, and issuing information and/or drawings, if necessary,
- (f) Interpreting and explaining ambiguities and/or discrepancies in the documents forming the Contract and issue necessary clarifications or instructions,
- (g) Supervising the Contractor to perform in efficient and appropriate manner,

施工監理計画書の精緻化を含め、品質管理、安全管理、工程管理、契約管理に関する業務は漏れなく記載してください。

(参考資料 5-1)

- (h) Supervising the Contractor to perform his work all the time in safety and hygiene conditions,
- (i) Obtaining permissions, consent and/or approval from the Client, if required,
- (j) In coordination with the Client, obtaining permissions, consent and/or approval from the relevant authorities,
- (k) Reporting progress of the Project, As-built documents, and manuals as required in the contract to the Client,
- (l) Coordinating and organizing management meetings among the Client, Contractor and other relevant third parties,
- (m) Assisting the Client to modify or amend the Contract[and/or any other contract concerning the Project for Consultant Agreement],
- (n) Assisting the Client to manage and settle difference or claims of the Contractor and to resolve disputes,
- (o) Performing Test on Completion,
- (p) Conducting search over the defects before the expiry of Defect Notification Period and inspection and/or confirmation of remedial work done by the Contractor during the Defect Notification Period, and
{for the project establishing the quality control meeting}
- (q) *{Providing technical and secretarial services for conducting the construction quality control meeting among the Client, the Contractor and the relevant organizations.}*

瑕疵通知期間満了前検査（瑕疵検査）を実施する場合に記載します。
メーカー保証期間満了前検査を実施する場合にも同検査について記載します。

品質管理会議の対象案件

{For the project including procurement of equipment, insert the following clause in (4) 1)} 機材案件の場合(4)1)に追加

(*) Conducting a pre-shipment inspection of the equipment and materials procured which shall be carried out by an inspection agency assigned by the Consultant.

{For the project including operation training by the Contractor, insert the following clause in (4) 1)} 機材案件の場合(4)1)に追加

(*) The Consultant shall supervise and confirm completion of the operation training by the Contractor.

機材の運用指導が含まれている場合に追記します。施設の運用指導もあれば、記載します。

(5) Assistance in the start-up or operation and maintenance stage

ソフトコンポーネントが含まれている場合に記載します。

The Consultant shall assist the Client to ensure the smooth (operation and maintenance of the (機材)) (and/or) (operation, maintenance and management of the (name of target facilities)).

- (a) The Consultant shall submit the implementation plan to the Client for approval.
- (b) The Consultant shall conduct the activities in accordance with the plan and report to the Client regularly on the progress of the activities.
- (c) The Consultant shall submit the final report to the Client.

2. The scope of the Service prescribed in Paragraph 1 above shall be limited to the following items for the Project.

(参考資料 5-1)

(1) Construction works

-
-

(2) Procurement works of the Equipment

-
-

(3) Installation works of the Equipment

-
-

(4) Operation training by the Contractor

-
-

(5) Assistance in the start-up or operation and maintenance

-
-

業務の範囲は G/A に規定された
贈与資金の用途と整合する必要
があります。

また、施設建設契約、機材調達
契約の Scope of the Works は
本条項と同じになりますので、
これら契約を念頭に記載してく
ださい。

Note: Describe the scope of the Project which will be the scope of the Work under the Contract.

3. The scope of the Service prescribed in Paragraph 1 may not be modified without the written agreement of the Parties.

END

Appendix 2: Schedule 4 [Obligations of the Recipient] of the G/A *[Example]*

Schedule 4

Obligations of the Recipient

Note: Attach the schedule 4 of the G/A for the Project. 各案件の実際の G/A を添付すること。

Appendix- 3: Payment Schedule [Example: the project including construction and procurement]

Note: Breakdown and payment schedule shall be specified in accordance with the contents of the Service and the Project. Payment shall be made in accordance with the criteria stipulated by JICA. 各案件及び業務の内容に基づき、支払内訳及び条件を規定すること。支払いは JICA の定める基準に従って行うこと。

施設建設及び機材調達、ソフトコンポーネントを含むサンプルです。

1. Breakdown of the Agreement Price covered by the Grant

The breakdown of the Agreement price from the Grant is shown as follows:

(1) The price for the Service for the design, bidding and supervision stages

(a) The price for the Service for the design, bidding and supervision stages other than (b)

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

(b) The price for the Service for the search over the defects before the expiry of the Defect Notification Period

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

(2) The price for the Service for the Assistance in the start-up or operation and maintenance Stage

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

2. Payment Schedule

(1) Payment for the price for the Service for the design, bidding and supervision stages

| | Amount of Payment | Terms of Payment | Required Document for Payment |
|---|--|--------------------------------------|---|
| (a) The Service for the design, bidding and supervision stages other than (b) | | | |
| Advance Payment | ***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to forty percent (40%) of the price for the Service for the | Concurrence on the Agreement by JICA | A photocopy of the certificate of concurrence of this Agreement by JICA |

(参考資料 5-1)

| | | | |
|------------------------|---|---|--|
| | design, bidding and supervision stages other than (b) | | |
| First Interim Payment | <p>***** million ***** thousand ***** Japanese Yen (JPY****,***,***) corresponding to thirty percent (30%) of the price for the Service for the design, bidding and supervision stages other than (b)</p> | Concurrence on (all) the Contract(s) by JICA | A photocopy of the certificate of concurrence of (all) the Contract(s) by JICA |
| Second Interim Payment | <p>***** million ***** thousand ***** Japanese Yen (JPY****,***,***) corresponding to twenty percent (20%) of the price for the Service for the design, bidding and supervision stages other than (b)</p> | <p>【マイルストーン方式】 i) Completion of the shipment of all the equipment and/or delivery of all the equipment for the Project, and ii) completion of the following construction works - -</p> <p>【出来高払い方式】 i) Completion of the shipment of all the equipment and/or delivery of all the equipment for the</p> | <p>i) The required documents for shipment and delivery of all the equipment for the Project ii) The certificate of completion of the above-mentioned construction works issued by the Client</p> |

(参考資料 5-1)

| | | | |
|---|--|--|---|
| | | Project, and ii) completion of eighty five percent (85%) or more of the construction works | |
| Final Payment | ***** million ***** thousand ***** Japanese Yen (JPY****,***,****) corresponding to ten percent (10%) of the price for the Service for the design, bidding and supervision stages other than (b) | Completion of the Service for design, bidding and supervision stages other than (b) | The certificate of completion of the Service for the design, bidding and supervision stages other than (b) issued by the Client |
| (b) The price for the Service for the search over the defects before the expiry of Defect Notification Period | | | |
| | ***** million ***** thousand ***** Japanese Yen (JPY****,***,****) | Completion of the search over the defects before the expiry of Defect Notification Period | The receipt of the report on the search over the defects before the expiry of Defect Notification Period |

NOTE: The required documents for shipment and delivery shall include the following:

- (a) Required documents of the equipment paid upon the shipment;
- Signed Commercial Invoice (photocopy)
 - Report of Pre-shipment Inspection issued by the Consultant (one original)
- and/or
- (b) Required delivery documents of the equipment paid upon the delivery.
- Signed Commercial Invoice (photocopy)

(2) The price for the Service for the assistance in the start-up or operation and maintenance stage

(参考資料 5-1)

{with advance payment 前払がある場合}

| | Amount of Payment | Terms of Payment | Required Document for Payment |
|-----------------|---|---|---|
| Advance Payment | ***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,***,***) corresponding to thirty percent (30%) of the price for the Service for the assistance in the start-up or operation and maintenance stage | Commencement of the the Service for the assistance in the start-up or operation and maintenance stage | The certificate of Commencement of the the Service for the assistance in the start-up or operation and maintenance stage issued by the Client |
| Final Payment | ***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,***,***) corresponding to seventy percent (70%) of the price for the Service for the assistance in the start-up or operation and maintenance stage | Completion of the Service for the assistance in the start-up or operation and maintenance stage | The certificate of completion of the Service for the assistance in the start-up or operation and maintenance stage issued by the Client |

{without advance payment 前払がない場合}

| | Amount of Payment | Terms of Payment | Required Document for Payment |
|--|----------------------|-------------------|-------------------------------|
| | ***** <u>million</u> | Completion of the | The certificate of |

(参考資料 5-1)

| | | | |
|--|--|--|---|
| | <p>***** thousand ***** Japanese Yen (JPY****,***,***) corresponding to hundred percent (100%) of the price for the Service for the assistance in the start-up or operation and maintenance stage</p> | <p>Service for the assistance in the start- up or operation and maintenance stage</p> | <p>completion of the Service for the assistance in the start-up or operation and maintenance stage issued by the Client</p> |
|--|--|--|---|

END

{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 Agreement Price covered by the Grant

The breakdown of the Service and the Agreement Price from the Grant is shown as follows:

1.1 Breakdown of the Service

Term-1: Period between the effective date of the Agreement under Sub-Clause 2.2 and the end date of the Service Completion Period.

- The Service for the design and bidding stages
- The Service for the supervision stage for the following works:
 -
- The Service for the Assistance in the start-up or operation and maintenance stage for the following works

Term-2: Period between the commencement date of Term 2 specified in the Grant Agreement and the end date of the Service Completion Period.

- The Service for the supervision stage for the following works:
 -
- The Service for the assistance in the start-up or operation and maintenance stage for the following works

Term-3: Period between the commencement date of Term 3 specified in the Grant Agreement and the end date of the Service Completion Period.

- The Service for the supervision stage for the following works:
 -
 -
- The Service for the assistance in the start-up or operation and maintenance stage for the following works

{Describe the contents of the Service for each Term in accordance with the Sub-Clause 2.1. The Service for the search over the defects before the expiry of Defect Notification Period shall be specified, if any. 各タームの業務内容を2.1に従って記述すること。瑕疵通知期間満了前検査を実施する場合、明記すること}

1.2 Breakdown of the Agreement Price

The breakdown of the Agreement Price of each Term is shown as follows:

Term-1: Period between the effective date of the Agreement under Sub-Clause 2.2 and the end date of the Service Completion Period.

(1) The price for the Service for the design, bidding and supervision stages

(参考資料 5-1)

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

(2) The price for the Service for assistance in the start-up or operation and maintenance stage

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

Term-2: Period between the commencement date of Term 2 specified in the Grant Agreement and the end date of the Service Completion Period

(1) The price for the Service for the design, bidding and supervision stages

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

(2) The price for the Service for the assistance in the start-up or operation and maintenance stage

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

Term-3: Period between the commencement date of Term 3 specified in the Grant Agreement and the end date of the Service Completion Period

(1) The price for the Service for the design, bidding and supervision stages

(a) The price for the Service for the design, bidding and supervision stages other than (b)

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

(b) The price for the Service for the search over the defects before the expiry of the Defect Notification Period

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

(2) The price for the Service for the assistance in the start-up or operation and maintenance stage

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

2. Payment Schedule

(1) Payment for the price for the Service for the design, bidding and supervision stages

| | Amount of Payment | Terms of Payment | Required Document for Payment |
|--|---|--------------------------------------|---|
| Term-1 | | | |
| (a) The Service for the design, bidding and supervision stages | | | |
| Advance Payment | <u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> | Concurrence on the Agreement by JICA | A photocopy of the certificate of concurrence of this Agreement by JICA |

(参考資料 5-1)

| | | | |
|------------------------|--|--|---|
| | corresponding to forty percent (40%) of the price for the Service for the design, bidding and supervision stages for Term-1 | | |
| First Interim Payment | <p>***** million ***** thousand ***** Japanese Yen (JPY****,***,****) corresponding to thirty percent (30%) of the price for the Service for the design, bidding and supervision stages for Term-1</p> | Concurrence on (all) the Contract(s) by JICA | A photocopy of the certificate of concurrence of (all) the Contract(s) by JICA |
| Second Interim Payment | <p>***** million ***** thousand ***** Japanese Yen (JPY****,***,****) corresponding to twenty percent (20%) of the price for the Service for the design, bidding and supervision stages for Term-1</p> | <p>【マイルストーン方式】 i) Completion of the shipment and/or delivery of all the equipment for Term-1, and ii) completion of the following construction works - -</p> <p>【出来高払い方式】 i) Completion of the shipment and/or delivery of all the</p> | <p>i) The required documents for shipment and delivery of all the equipment for Term-1 ii) The certificate of completion of the above-mentioned construction works issued by the Client</p> |

(参考資料 5-1)

| | | | |
|--|---|--|--|
| | | equipment for Term-1, and ii) completion of eighty five percent (85%) or more of the construction works for Term-1 | |
| Third Interim Payment | <p>***** million ***** thousand ***** Japanese Yen (JPY****,***,***)</p> <p>corresponding to ten percent (10%) of the price for the Service for the design, bidding and supervision stages for Term-1</p> | <p>【マイルストーン方式】</p> <p>i) Completion of the installation works and operation training by the Contractor of all the equipment for Term-1, and ii) completion of the following construction works</p> <p>-</p> <p>-</p> <p>【出来高払い方式】</p> <p>i) Completion of the installation works and operation training by the Contractor of all the equipment for Term-1, and ii) completion of the construction works for Term-1</p> | i) The certificate of completion of the Service for the design, bidding and supervision stages for Term-1 issued by the Client |
| Term-2 | | | |
| (a) The Service for the design, bidding and supervision stages | | | |
| Forth Interim Payment | <p>***** million ***** thousand ***** Japanese Yen (JPY****,***,***)</p> | <p>【マイルストーン方式】</p> <p>Completion of the following construction works</p> | The certificate of completion of the above-mentioned construction works issued by the Client |

(参考資料 5-1)

| | | | |
|-----------------------|--|--|---|
| | corresponding to fifty percent (50%) of the price for the Service for the design, bidding and supervision stages for Term-2 | - - 【出来高払い方式】 Completion of fifty percent (50%) or more of the construction works for Term-2 | |
| Fifth Interim Payment | ***** million ***** thousand ***** Japanese Yen (JPY****,***,***) corresponding to thirty percent (30%) of the price for the Service for the design, bidding and supervision stages for Term-2 | 【マイルストーン方式】 i) Completion of the shipment and/or delivery of all the equipment for Term-2, and ii) completion of the following construction works - - 【出来高払い方式】 i) Completion of the shipment and/or delivery of all the equipment for Term-2, and ii) completion of eighty five percent (85%) or more of the construction works for Term-2 | i) The required documents for shipment and delivery of all the equipment for Term-2 ii) The certificate of completion of the above-mentioned construction works issued by the Client |
| Sixth Interim Payment | ***** million ***** thousand ***** Japanese Yen (JPY****,***,***) corresponding to | 【マイルストーン方式】 i) Completion of the installation works and operation training by the Contractor of all the | i) The certificate of completion of the Service for the design, bidding and supervision stages for Term-2 issued by the Client |

(参考資料 5-1)

| | | | |
|---|--|---|--|
| | twenty percent (20%) of the price for the Service for the design, bidding and supervision stages for Term-2 | equipment for Term-2, and ii) completion of the following construction works - - 【出来高払い方式】 i) Completion of the installation works and operation training by the Contractor of all the equipment for Term-2, and ii) completion of the construction works for Term-2 | |
| Term-3 | | | |
| (a) The Service for the design, bidding and supervision stages other than (b) | | | |
| Seventh Interim Payment | ***** million ***** thousand ***** Japanese Yen (JPY****,***,***) corresponding to fifty percent (50%) of the price for the Service for the design, bidding and supervision stages other than (b) for Term-3 | 【マイルストーン方式】 Completion of the following construction works - - 【出来高払い方式】 Completion of fifty percent (50%) or more of the construction works for Term-3 | The certificate of completion of the above-mentioned construction works issued by the Client |
| Eighth Interim Payment | ***** million ***** thousand ***** Japanese Yen | 【マイルストーン方式】 i) Completion of the shipment and/or | i) The required documents for shipment and delivery of all the equipment for Term-3 |

(参考資料 5-1)

| | | | |
|-----------------------|--|---|---|
| | (JPY***,***,***) corresponding to thirty percent (30%) of the price for the Service for the design, bidding and supervision stages other than (b) for Term-3 | delivery of all the equipment for Term-3, and ii) completion of the following construction works - - 【出来高払い方式】 i) Completion of the shipment and/or delivery of all the equipment for Term-3, and ii) completion of eighty five percent (85%) or more of the construction works for Term-3 | ii) The certificate of completion of the above-mentioned construction works issued by the Client |
| Ninth Interim Payment | ***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to twenty percent (20%) of the price for the Service for the design, bidding and supervision stages other than (b) for Term-3 | 【マイルストーン方式】 i) Completion of the installation works and operation training by the Contractor of all the equipment for Term-3, and ii) completion of the following construction works - - 【出来高払い方式】 i) Completion of the installation works and operation training by the Contractor of all the | i) The certificate of completion of the Service for the design, bidding and supervision stages other than (b) for Term-3 issued by the Client |

(参考資料 5-1)

| | | | |
|---|---|---|---|
| | | equipment for Term-3, and ii) completion of the construction works for Term-3 | |
| (b) The price for the Service for the search over the defects before the expiry of Defect Notification Period | | | |
| Final Payment | ***** million ***** thousand ***** Japanese Yen (JPY****,***,***) | Completion of the search over the defects before the expiry of Defect Notification Period | The photocopy of the receipt of the report on the search over the defects before the expiry of Defect Notification Period |

NOTE: The required documents for shipment and delivery shall include the following:

- (a) Required documents of the equipment paid upon the shipment;
- Signed Commercial Invoice (photocopy)
 - Report of Pre-shipment Inspection issued by the Consultant (one original)
- and/or
- (b) Required delivery documents of the equipment paid upon the delivery.
- Signed Commercial Invoice (photocopy)

(2) Payment for the price for the Service for the assistance in the start-up or operation and maintenance stage
{with advance payment for every term 各タームに前払がある場合}

| | Amount of Payment | Terms of Payment | Document against Payment |
|--------------------|--|--|--|
| Term-1 | | | |
| Advance Payment | ***** million ***** thousand ***** Japanese Yen (JPY****,***,***) corresponding to thirty percent (30%) of the price for the Service for the | Commencement of the the Service for the start-up or operation and maintenance stage for Term-1 | The certificate of Commencement of the Service for the assistance in the start-up or operation and maintenance stage for Term-1 issued by the Client |

(参考資料 5-1)

| | | | |
|------------------------|--|--|--|
| | assistance in the start-up or operation and maintenance stage for Term-1 | | |
| Second Interim Payment | ***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,***,***) corresponding to seventy percent (70%) of the price for the Service for the assistance in the start-up or operation and maintenance stage for Term-1 | Completion of the Service for the start-up or operation and maintenance stage for Term-1 | The certificate of completion of the Service for the assistance in the start-up or operation and maintenance stage for Term-1 issued by the Client |
| Term-2 | | | |
| Third Interim Payment | ***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,***,***) corresponding to thirty percent (30%) of the price for the Service for the assistance in the start-up or operation and maintenance stage for Term-2 | Commencement of the the Service for the assistance in the start-up or operation and maintenance stage for Term-2 | The certificate of Commencement of the Service for the assistance in the start-up or operation and maintenance stage for Term-2 issued by the Client |
| Forth Interim Payment | ***** <u>million</u> ***** <u>thousand</u> ***** Japanese | Completion of the Service for the assistance in the start- | The certificate of completion of the Service for the assistance in the |

(参考資料 5-1)

| | | | |
|--------------------------|--|--|--|
| | Yen (JPY***,***,***) corresponding to seventy percent (70%) of the price for the Service for the assistance in the start-up or operation and maintenance stage for Term-2 | up or operation and maintenance stage for Term-2 | start-up or operation and maintenance stage for Term-2 issued by the Client |
| Term-3 | | | |
| Fifth Interim Payment | ***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to thirty percent (30%) of the price for the Service for the assistance in the start-up or operation and maintenance stage for Term-3 | Commencement of the the Service for the assistance in the start- up or operation and maintenance stage for Term-3 | The certificate of Commencement of the Service for the assistance in the start-up or operation and maintenance stage for Term-3 issued by the Client |
| Final Payment | ***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to seventy percent (70%) of the price for the Service for the assistance in the | Completion of the Service for the assistance in the start- up or operation and maintenance stage for Term-3 | The certificate of completion of the Service for the assistance in the start-up or operation and maintenance stage for Term-3 issued by the Client |

(参考資料 5-1)

| | | | |
|--|--|--|--|
| | start-up or operation and maintenance stage for Term-3 | | |
|--|--|--|--|

END