

## Part B - Specific Provisions

以下の各条項は、案件内容に応じて規定する条項のみ残し、該当しない場合は削除します。

*[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.]*

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。

### **Sub-Clause 1.9 (Compliance with Laws)**

*[When applicable, any exception other than stated in the E/N and G/A shall be indicated.]*

E/N、G/A で規定している以外に、法律の遵守の例外があれば記載します。

### **Sub-Clause 2.3(2) (Installation Works)**

*[When applicable, any exception to the obligation of the appointment of the resident representative under Sub-Clause 2.3(2) shall be indicated.]*

機材据付工事において、現場代表の任命を求めない場合、その旨、記載します。

### **Sub-Clause 2.4(2) (Operation Training)**

*[When applicable, any exception to the obligation of the appointment of the resident representative under Sub-Clause 2.4(2) shall be indicated.]*

機材運用指導業務において、現場代表の任命を求めない場合、その旨、記載します。

**Sub-Clause 5.1(8) (Consultant's Duties and Authority)** *[When applicable, the details of requirements concerning the Buyer's approval under Sub-Clause 5.1(8) shall be indicated.]*

コンサルタントの権限行使に際し、買主の事前承認を要する要件（対象となる権限を含む）の詳細について規定します。【通常は削除】

**Sub-Clause 6.1(5) (Supplier's General Obligations)** *[When applicable, any exception to the responsibility of the Supplier under Sub-Clause 6.1(5) shall be indicated.]*

売主の管理責任を一部又は全部免除する場合、その免除の詳細を記載します（買主が機材保管を行う場合等）。

**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.”

入札図書（22. Bid Price below Minimum Priceに該当し調査の結果、必要と判断され、JICAが適当とみなす場合）、又は調達ガイドラインで定める要件を満たす場合で、履行保証をWarranty Periodまで延長している場合に、左記の文章を記載します。Delay Damageの対応を想定する場合は、別途JICAに事前に相談ください。

下請に関する売主の義務の例外について定める場合、例外の詳細を記載します。【通常は削除】

**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].

着手条件について、(a)・(b)の条件の充足が原則となります。これ以外の条件を付す場合、追加条件の詳細を記載します。

据付工事対象機材のTaking Overの要件の例外を規定する場合、その例外の詳細を記載します。

支払条件に前払いが含まれる場合（特殊機材の調達に対して前払いを行う場合）、以下の文言を追記します。

(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.

予備的経費の適用案件で、主要工種、特定資材の単価合意を行う場合、以下の文言を追記します。

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

Warranty Periodの期間について、例外を定める場合、その詳細を記載します。

**Sub-Clause 14.3(4)** *[The following Sentence shall be replaced, if applicable.]*  
**(Settlement and Arbitration)**

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.”

仲裁機関を規定する場合、左記の文章を加筆します。【規定しない場合は削除】