

**Form of
Construction Contract
under
JICA's Grants**

July 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 construction 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 Client, 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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CONTRACT

BETWEEN

[NAME OF THE EXECUTING AGENCY]

[NAME OF THE RECIPIENT COUNTRY]

AND

[NAME OF THE CONTRACTOR]

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 “Client”), and *[insert name of the Contractor]* (hereinafter referred to as the “Contractor”),

[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 “Client”) and *[insert name of the Joint Venture/Consortium]* (hereinafter referred to as the “Contractor”), 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 Client, as a competent authority for the Project, desires that the works for the Project should be executed by the Contractor, and has accepted a bid by the Contractor 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 Client and the Contractor 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 (including Exhibits)
- (v) the Specification
- (vi) the Drawings
- (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 Client to the Contractor as specified in this Contract Agreement, the Contractor hereby covenants with the Client 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 Client hereby covenants to pay the Contractor 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 Client

The Contractor

[Signature]

[Signature]

[Name of the signer]

[Title of the signer]

[Name of the executing agency]

[Name of the client country]

[Name of the signer]

[Title of the signer]

[Name of the Contractor]

Particular Conditions (PC)

Notes on Particular Conditions

The PC complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the Country, the Client, 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 Construction Works (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
Applicable Guidelines	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>
Latest date for submission of the Letter of Bid	1.1(3)	<i>[Insert the latest date for submission of the Letter of Bid.]</i>
Chief Consultant's name	1.1(5)	<i>[Insert Chief Consultant's name.]</i>
Consultant's name and address	1.1(12)	<i>[Insert Consultant's name and address.]</i>
Resident Supervisor's name	1.1(46)	<i>[Insert Resident Supervisor's name.]</i>
Electronic transmission systems	1.3(1)(a)	<i>[Insert electronic transmission systems.]</i>
Address for the recipient's communications	1.3(1)(b)	The addresses are: Client: _____ Attention: _____ Facsimile: _____ E-mail: _____

Items	Sub-Clause	Data
		Contractor: _____ _____ Attention: _____ Facsimile: _____ E-mail: _____
Governing Law	1.4(1)	<i>[Insert name of governing law.]</i>
Language	1.4(2)	<i>[Insert name of the Language.]</i>
Requirement of notices etc.	1.13(b)	<i>[Describe the specified notice, permits, and approvals. If not applicable, insert N/A.]</i>
Scope of Works	2.1	<i>[Describe the scope of the Works depending on the Project in line with the Consultant Agreement.]</i> For the details of the Works, refer to the Specifications and Drawings.
Section	1.1(47) 2.2 8.3	<i>[If the Works are divided into Sections to be delivered prior to the completion of all the Works, describe the details. If not applicable, insert N/A.]</i> Refer to Table-1: Summary of Sections below.
Client's responsibilities	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 Client's responsibility, if any]</i>
Time(s) of access to the Site	4.4(1), (2) 7.1(1)(c)	<i>[Insert the time during which the Contractor has right to access to the Site. If not applicable, insert N/A.]</i>
Consultant's duties and authority	5.1(1)	Refer to Appendix 2: Scope of the Service under the Consulting Agreement.

Items	Sub-Clause	Data
Working hours	6.1(8) Exhibit 6.1.5	<i>[Describe the normal working hours and their exception.]</i>
Amount of the Performance Security	6.2(1)	<i>[Insert the amount of the Performance Security.]</i> ***** Japanese Yen (JPY****,****,****) which is equal to the amount(s) of <i>[insert percentage]</i> percent of the Contract Price in Japanese Yen.
Name of the Contractor's Representative	6.3(2)	<i>[Insert the name of the Contractor's Representative.]</i>
Time for Completion	1.1(55) 7.2	<i>[Insert date of the completion of the Works.]</i>
Progress or milestone	7.3(2)(a)(ii)	Refer to Appendix 3: Payment Schedule.
Contract Price	1.1(17) 9.1(3)	<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 Client).]</i> ***** million ***** thousand ***** Japanese Yen (JPY****,****,****) Refer to Appendix 3: Payment Schedule <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> {If the budget of the Grant is appropriated in multiple Japanese fiscal years, refer to Appendix 3: limitation of availability of the Grant.}
Payment Schedule	1.1(40) 9.1(3)	Refer to Appendix 3: Payment Schedule.
Progress or milestone of the Works for interim (partial) payment	1.1(11) 9.4(1)	Refer to Appendix 3: Payment Schedule.

Items	Sub-Clause	Data
Competent authorities' name	13.2(4)(a)	<i>[Insert Competent authorities' name to be reported by the Consultant upon the termination. If not applicable, insert N/A.]</i>
Periods for submission concerning insurance documents	16.1(6)	<i>[Insert period for submission of evidence of insurance and policy. Period may be within 14 days to 28 days after the Commencement Date.]</i>
Maximum amount of deductibles for insurance concerning the Client's use and Force Majeure	16.2(4)(d)	<i>[Insert maximum amount of deductibles. If not applicable, insert N/A.]</i>
Minimum amount of third party insurance	16.3(2)	<i>[Insert amount of third party insurance; this minimum amount per occurrence should be commensurate with the risk of damage for the Project.]</i>
Language for Arbitration	18.3(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.

Table-1: Summary of Sections

Section Name/Description (Sub-Clause 2.2)	Time for Completion (Sub-Clause 7.2)

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。]

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. 各案件及び工事(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 construction (Construction Price)

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

- Price for operation training (Operation Training Price)

*****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

[Note: The type of partial payment (milestone or progress) herein shall be consistent with the type concerning the partial payment described in the Consultant Agreement. 中間払いの方式(マイルストーン又は出来高)はコンサルタント契約での部分払いの方式と一致させること。]

(1) Construction Price

【Milestone Type マイルストーン方式】

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Advance Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to forty percent (40%) of the Construction Price	- Concurrence on the Contract by JICA - -Submission of the advance payment security	- A photocopy of the certificate of concurrence of the Contract by JICA - An original of the certificate of the receipt of the advance payment security of the Contract issued by the Consultant

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
First Interim Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,****,****) corresponding to thirty percent (30%) of the Construction Price</p>	<p>Completion of the following construction works corresponding to fifty percent (50%) or more of the construction works (for the purpose of calculation of the advance payment security, use 50%)</p> <p>- -</p>	<p>The certificate of Confirmation of Achievement for the relevant construction works issued by the Consultant</p>
Second Interim Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,****,****) corresponding to twenty percent (20%) of the Construction Price</p>	<p>Completion of the following construction works corresponding to eighty five percent (85%) or more of the construction works (for the purpose of calculation of the advance payment security, use 85%)</p> <p>- -</p>	<p>The certificate of Confirmation of Achievement for the relevant construction works issued by the Consultant</p>
Final Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,****,****) corresponding to ten percent (10%) of the Construction Price, subject to adjustment in accordance with Sub-Clause 10.5</p>	<p>Completion of construction works</p>	<p>The Certificate of Completion for the construction works issued by the Consultant and approved by the Client</p>

【Progress Type 出来高方式】

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Advance Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,****,****) corresponding to forty percent (40%) of the Construction Price</p>	<ul style="list-style-type: none"> - Concurrence on the Contract by JICA - -Submission of the advance payment security 	<ul style="list-style-type: none"> - A photocopy of the certificate of concurrence of the Contract by JICA - An original of the certificate of the receipt of the advance payment security of the Contract issued by the Consultant
First Interim Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,****,****) corresponding to thirty percent (30%) of the Construction Price</p>	Completion of fifty percent (50%) or more of the construction works	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Second Interim Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,****,****) corresponding to twenty percent (20%) of the Construction Price</p>	Completion of eighty five percent (85%) or more of the construction works	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Final Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY****,****,****) corresponding to ten percent (10%) of the Construction Price, subject to adjustment in accordance with Sub-Clause 10.5</p>	Completion of the construction works	The Certificate of Completion for the construction works issued by the Consultant and approved by the Client

(2) Operation Training Price

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

{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 Programme).

【Milestone Type マイルストーン方式】

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

- Construction works:



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



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

- Construction works:



- Operation training

【Progress Type 出来高方式】

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

- Construction works:

XX (XX) percent of total expected work volume

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

- Construction works:
XX (XX) percent of total expected work volume

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

- Construction works:
XX (XX) percent of total expected work volume
- Operation training

[Note: The type of partial payment (milestone or progress) shall be consistent with the type concerning the partial payment described in the Consultant Agreement. 中間払いの方式(マイルストーン又は出来高)はコンサルタント契約での部分払いの方式と一致させること。]

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

- Construction Price
*****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

- Construction Price
*****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

- Construction Price
*****million*****thousand Japanese Yen (JPY***,***,000)
- Operation Training Price
*****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) Construction Price

※初年度末の出来高予定額が第2 年度末までの出来高予定額の40 %より大きい場合

【Milestone Type マイルストーン方式】

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Term-1			
Advance Payment	***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to forty percent (40%) of the Construction Price for Term-1 and Term-2	- Concurrence on the Contract by JICA - -Submission of the advance payment security for Term-1	- A photocopy of the certificate of concurrence of the Contract by JICA - An original of the certificate of the receipt of the advance payment security for Term-1 of the Contract issued by the Consultant
Second Interim Payment	***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to the difference between the Construction Price for Term-1 and the amount paid	Completion of the following construction works corresponding to one hundred percent (100%) of the construction works for Term-1 - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Term-2			
Third Interim Payment	***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to forty percent (40%)	- Completion of the construction works defined as terms of payment in the second interim payment	An original of the certificate of the receipt of the advance payment security for Term-2 of the Contract issued by the Consultant

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	of the Construction Price for Term-2	-Submission of the advance payment security for Term-2	
Forth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese Yen</u> (JPY****,****,****) corresponding to thirty percent (30%) of the Construction Price for Term-2	Completion of the following construction works corresponding to fifty percent (50%) or more of the construction works for Term-2 (for the purpose of calculation of the advance payment security, use 50%) - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Fifth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese Yen</u> (JPY****,****,****) corresponding to twenty percent (20%) of the Construction Price for Term-2	Completion of the following construction works corresponding to eighty five percent (85%) or more of the construction works for Term-2 (for the purpose of calculation of the advance payment security, use 85%) - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Sixth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese Yen</u> (JPY****,****,****) corresponding to ten percent (10%) of the Construction Price for Term-2	Completion of the following construction works corresponding to one hundred percent (100%) of the construction works for Term-2 - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Term-3			
Seventh Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to forty percent (40%) of the Construction Price for Term-3	- Completion of the construction works defined as terms of payment in sixth interim payment -Submission of the advance payment security for Term-3	An original of the certificate of the receipt of the advance payment security for Term-3 of the Contract issued by the Consultant
Eighth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to thirty percent (30%) of the Construction Price for Term-3	Completion of the following construction works corresponding to fifty percent (50%) or more of the construction works for Term-3 (for the purpose of calculation of the advance payment security, use 50%) - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Ninth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to twenty percent (20%) of the Construction Price for Term-3	Completion of the following construction works corresponding to eighty five percent (85%) or more of the construction works for Term-3 (for the purpose of calculation of the advance payment security, use 85%) - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Final Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u>	Completion of the construction works	The Certificate of Completion for the construction works issued

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	(JPY***,***,***) corresponding to ten percent (10%) of the Construction Price for Term-3, subject to adjustment in accordance with Sub-Clause 10.5		by the Consultant and approved by the Client

※初年度末の出来高予定額が第2年度末までの出来高予定額の40%より小さい場合

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Term-1			
Advance Payment	***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to the Construction Price for Term-1	<ul style="list-style-type: none"> - Concurrence on the Contract by JICA - -Submission of the advance payment security for Term-1 	<ul style="list-style-type: none"> - A photocopy of the certificate of concurrence of the Contract by JICA - An original of the certificate of the receipt of the advance payment security for Term-1 of the Contract issued by the Consultant
Term-2			
Second Interim Payment	***** million ***** thousand ***** Japanese Yen (JPY***,***,***) corresponding to forty percent (40%) of the Construction Price for Term-2	<p>Completion of the following construction works corresponding to one hundred percent (100%) of the construction works for Term-1</p> <ul style="list-style-type: none"> - - (Term-1 の工事完了) <p>-Submission of the advance payment security for Term-2</p>	<p>The certificate of Confirmation of Achievement for the relevant works issued by the Consultant</p> <ul style="list-style-type: none"> - An original of the certificate of the receipt of the advance payment security for Term-2 of the Contract issued by the Consultant

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Third Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to thirty percent (30%) of the Construction Price for Term-2	Completion of the following construction works corresponding to fifty percent (50%) or more of the construction works for Term-2 (for the purpose of calculation of the advance payment security, use 50%) - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Forth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to twenty percent (20%) of the Construction Price for Term-2	Completion of the following construction works corresponding to eighty five percent (85%) or more of the construction works for Term-2 (for the purpose of calculation of the advance payment security, use 85%) - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Fifth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to ten percent (10%) of the Construction Price for Term-2	Completion of the following construction works corresponding to one hundred percent (100%) of the construction works for Term-2 - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Term-3			
Sixth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u>	- Completion of the construction works defined as terms of	- An original of the certificate of the receipt of the advance payment security for Term-3 of

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	(JPY***,***,***) corresponding to forty percent (40%) of the Construction Price for Term-3	payment in fifth interim payment -Submission of the advance payment security for Term-3	the Contract issued by the Consultant
Seventh Interim Payment	***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY***,***,***) corresponding to thirty percent (30%) of the Construction Price for Term-3	Completion of the following construction works corresponding to fifty percent (50%) or more of the construction works for Term-3 (for the purpose of calculation of the advance payment security, use 50%) - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Eighth Interim Payment	***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY***,***,***) corresponding to twenty percent (20%) of the Construction Price for Term-3	Completion of the following construction works corresponding to eighty five percent (85%) or more of the construction works for Term-3 (for the purpose of calculation of the advance payment security, use 85%) - -	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Final Payment	***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY***,***,***) corresponding to ten percent (10%) of the Construction Price for Term-3, subject to adjustment in	Completion of the construction works	The Certificate of Completion for the construction works issued by the Consultant and approved by the Client.

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	accordance with Sub-Clause 10.5		

【Progress Type 出来高方式】

※初年度末の出来高予定額が第2年度末までの出来高予定額の40%より大きい場合

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
Term-1			
Advance Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY***,***,***) corresponding to forty percent (40%) of the Construction Price for Term-1 and Term-2</p>	<ul style="list-style-type: none"> - Concurrence on the Contract by JICA - -Submission of the advance payment security for Term-1 	<ul style="list-style-type: none"> - A photocopy of the certificate of concurrence of the Contract by JICA - An original of the certificate of the receipt of the advance payment security for Term-1 of the Contract issued by the Consultant
Second Interim Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY***,***,***) corresponding to the difference between the Construction Price for Term-1 and the amount paid</p>	Completion of XX percent (XX %) or more of the construction works	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Term-2			
Third Interim Payment	<p>***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY***,***,***) corresponding to forty percent (40%) of the Construction Price for Term-2</p>	- Completion of the construction works defined as terms of payment in the second interim payment	- An original of the certificate of the receipt of the advance payment security for Term-2 of the Contract issued by the Consultant

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
		-Submission of the advance payment security for Term-2	
Forth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to thirty percent (30%) of the Construction Price for Term-2	Completion of XX percent (XX %) or more of the construction works	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Fifth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to twenty percent (20%) of the Construction Price for Term-2	Completion of XX percent (XX %) or more of the construction works	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Sixth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to ten percent (10%) of the Construction Price for Term-2	Completion of XX percent (XX %) or more of the construction works	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Term-3			
Seventh Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u> <u>Yen</u> <u>(JPY***,***,***)</u> corresponding to forty percent (40%) of the Construction Price for Term-3	- Completion of the construction works defined as terms of payment in sixth interim payment -Submission of the advance payment security for Term-3	- An original of the certificate of the receipt of the revised or additional advance payment security of the Contract issued by the Consultant
Eighth Interim Payment	<u>***** million</u> <u>***** thousand</u> <u>***** Japanese</u>	Completion of XX percent (XX %) or	The certificate of Confirmation of Achievement for the

Stage	Amount of Payment	Terms of Payment	Required Documents for Payment
	Yen (JPY***,***,***) corresponding to thirty percent (30%) of the Construction Price for Term-3	more of the construction works	relevant works issued by the Consultant
Ninth Interim Payment	***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY***,***,***) corresponding to twenty percent (20%) of the Construction Price for Term-3	Completion of XX percent (XX %) or more of the construction works	The certificate of Confirmation of Achievement for the relevant works issued by the Consultant
Final Payment	***** <u>million</u> ***** <u>thousand</u> ***** Japanese Yen (JPY***,***,***) corresponding to ten percent (10%) of the Construction Price for Term-3, subject to adjustment in accordance with Sub-Clause 10.5	Completion of the construction works	The Certificate of Completion for the construction works issued by the Consultant and approved by the Client

(2) Operation Training Price

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

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."