

## **Section VII. Form of Contract**

## Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the [*day*] day of the month of [*month*], [*year*], between, on the one hand, [*name of Client*] (hereinafter called the “Client”) and, on the other hand, [*name of Consultant*] (hereinafter called the “Consultant”).

*[Note: If the Consultant consists of more than one entity all of which are liable under the contract, the above shall be partially amended to read as follows: ... (hereinafter called the “Client”) and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [*name of member*] and [*name of member*] (hereinafter collectively called the “Consultant”).]*

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) by an Agreement dated [*day, month, year*] (hereinafter called the “Loan Agreement”) between the [*name of Borrower*] (hereinafter called the “Borrower”) and the Japan International Cooperation Agency (hereinafter called “JICA”), JICA has agreed to make a loan to the Borrower for the purpose of financing [*name of the Project*] (hereinafter called the “Project”);

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (i) This Form of Contract;
  - (ii) Minutes of Contract Negotiation;
  - (iii) The Special Conditions of Contract (SCC);
  - (iv) The General Conditions of Contract (GCC);
  - (v) The following Appendices:
    - Appendix A : Description of Services
    - Appendix B : Expert Schedule
    - Appendix C : Summary of Cost Breakdown
    - Appendix D : Remuneration Cost Breakdown
    - Appendix E : Reimbursable Cost Breakdown

- Appendix F : Table of Adjustment Data  
Appendix G : Form of Advance Payment Security  
Appendix H :  
Acknowledgment of Compliance with Guidelines f  
or the Employment of Consultants  
under Japanese ODA Loans  
Appendix I : Eligible Source Countries of Japanese ODA Loans

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Client*]

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[*Authorized Representative of the Client – name, title and*

*signature*] For and on behalf of [*name of Consultant or*

*Name of a Joint Venture*]

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[*Authorized Representative of the Consultant – name and signature*]

[*For a JV, only the lead member shall sign, in which case the Power of Attorney to sign on behalf of all members shall be attached.*]

For and on behalf of each of the members of the Consultant [*insert the name of*

*the JV*] [*Name of the lead member*]

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[*Authorized Representative on behalf of a JV*]