

2. タイかんがい農業開発プロジェクトにおける事例

以下に示す資料N-2「INVITAION FOR BIDDING FOR CONSTRUCTION OF TRIAL FARH AT CHAO PHYA PILOT PROJECT」には、入札、契約書式及び仕様書等が含まれているので参考に供されたい。

資料 N-2

INVITATION FOR BIDDING
FOR CONSTRUCTION OF
TRIAL FARM AT CHAO PHYA PILOT PROJECT

BANGKOK OFFICE

OF

JAPAN INTERNATIONAL COOPERATION AGENCY

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I. INFORMATION ON THE BIDDING

1. Introduction

The Bangkok Office of Japan International Cooperation Agency(JICA) in Embassy of Japan at 1674 New Petchuburi Road, Bangkok 10 extends invitation for this Bidding for construction of the Trial Farm at Chao Phya Pilot Project in accordance with following information.

In this documents the Inspection Committee and Sub-Inspection Committee indicates the board commissioned by the Bangkok Office of JICA which comprises the officers in charge of Agricultural Land Reform Office, Ministry of Agriculture and Cooperatives, Government of Thailand and the Bangkok Office of JICA, as well as the Japanese experts for the Thai Irrigated Agriculture Development Projects. The construction engineer, at the same time, signifies the chief engineer who is appointed by the Contractor and accepted by the Bangkok Office of JICA in order to supervise the performance of the Works and to act on behalf of the Contractor as its representative.

2. Preparatory Procedures

Before submitting the Bid Proposal, Bidders are required to;

- 1.1 Verify the Drawings, Specifications and other informations, as well as the full items in the documents concerned.
- 1.2 Contact officers in charge of ALRO and JICA for the explanation on location of the job-site, material to be used, transportational conditions, labor conditions, etc.

3. Necessary Documents and Bid Bond

A Bidder is required to submit the followings;

- 2.1 Data on the bidding juristic person
- 2.2 Three copies of filled up Bid Letters
- 2.3 One copy of filled up Bill of Quantities
- 2.4 Construction schedule
- 2.5 Equipment schedule
- 2.6 Record of construction engineer
- 2.7 Bid Bond
- 2.8 Other necessary evidences

4. Bid Proposal

A Bidder is required to submit the above mentioned documents and evidences to the Inspection Committee of JICA Bangkok Office, together with Bid Bond by the time designated by JICA.

5. Witness

A Bidder is required to be a witness at the time of opening of the Bid.

II. RIGHTS OF JICA BANGKOK OFFICE

1. Right to accept the Bid Proposal

The Inspection Committee is entitled to accept the Bid Proposal consisting of the bid documents and Bid Bond.

2. Right to open the Bid

The Inspection Committee is entitled to open the Bid upon receipt of the Proposal. The result of the Bidding will be released upon request of a Bidder.

3. Right to consider the Bid

The Inspection Committee reserves the rights to:

3.1 consider the proposed price based on the Bill of Quantities, and

3.2 reject a Bid Proposal, in the event;

3.2.1 that the designated forms for the Bid Proposal are not used

3.2.2 that the Bid Proposal documents are not complete

3.2.3 that the documents are not set with authorized signatures

3.2.4 that a correction in the documents is not proved by the authorized signatures, and

3.2.5 that the Bid Bond is less than 5 % of the proposed price

The Inspection Committee reserves the right, as well, to reject the Bid Proposal in the event that

3.3 the original construction design is changed or modified by a Bidder.

The Inspection Committee informs hereby that

3.4 the Bidder who proposed the lowest price does not always win the Bidding.

4. Result of Bidding

A Bidder who is interested in the result of the Bidding is entitled to ask it from the Inspection Committee in the office hours.

5. The Price to Consider

The Inspection Committee of JICA Bangkok Office is obliged to

consider one and only price proposed by each Bidder at the time of bidding. Other prices proposed in any other occasion will not be considered in any way.

6. Refund of the Bid Bond

After conclusion of the contract the Bid Bond deposited by the Bidders will be refunded to respective Bidders.

7. Conclusion of the Contract

7.1 Before or during the process of conclusion of the contract, the Contractor is required to pay the Performance Bond in cash or submit the Letter of Bank Guarantee issued by a Bank to be approved by JICA to the Inspection Committee of JICA Bangkok Office filling up the form provided by the committee.

7.2 Before or during the process of conclusion of the contract, the Contractor is required to submit necessary documents and evidences to the Inspection Committee for the reconfirmation of the Bid Proposal documents.

III. REMARKS ON THE BIDDING

1. Invitation to the Negotiation

In the event that the Bill of Quantities calculated by a Bidder, whose price is of interest to the Inspection Committee, differs **substantially** from the price calculated by the Inspection Committee, the committee will invite such Bidder to the negotiation of price. The committee, however, reserves the right to reject the said Bid. The Bidders, therefore, are informed to prepare such calculation sheets as may be used at the negotiation for clarification and adjustment of the calculation. In the event that the negotiations with the invited Bidders turned out unsuccessful, the Inspection Committee will cancel the once conducted Bidding and reserves the right to make a new invitation for a bidding.

2. Payment in Change of Quantities

After contract is awarded to a Contractor, the Bill of Quantities prepared by the said Contractor with the agreement of the Inspection Committee shall be used as a 'guide' for the purpose of making payment based upon each of the items of work only. Even if the actual work executed by the Contractor should be greater or smaller than the agreed quantities of work, the Contractor shall have no right to revise his total price.

3. Price in the Bill of Quantities

The price quoted under each item of the Bill of Quantities shall comprise materials, labors, supervision duties, profit and other costs.

4. Priority of the Unit Cost

The price quoted under each item will be verified for arithmetical calculation. In case arithmetical errors are found, the unit price shall be considered as the bases for correction.

5. Suspension of the Work in Wet Season

Due to seasonal condition in Thailand it is expected that the Work should have to be suspended during the wet season.

Under such circumstances, the Inspection Committee shall have the right to suspend the Work until the time when the Committee considers that such a seasonal condition no longer become the hindrance to the Work.

The payment of the cost incurred to the Contractor due to such suspension and resumption of the Work shall be effected by the JICA within the amount stipulated in the item 38 of the Bill of Quantities.

A Bidder is advised, therefore, to quote the price in the said item considering the matter mentioned above.

BID LETTER

Invitation for Bids No.

To: Bangkok Office, Japan International Cooperation Agency

We, juristic person registered under the name of

(1)

Business Address.....Soi.....Road.....

Tambon.....Amphoe.....Changwat.....

Tel.:Represented by (2).....

Position.....Age.....Nationality.....

who is authorized to act on behalf of the said juristic person as evidenced by the accompanying copy of certificate or who is authorized representative of the said juristic person as evidenced by the accompanying.

Power of attorney No. (3).....dated.....are pleased to submit Bid Proposal to the JICA, as follows:

1. Total price for successful completion of the work under this Invitation for Bids as per Drawings and Specifications is Baht (4)..... (.....) of which the relative Bill of Quantities, Construction Schedule, Equipment Schedule and Record of Construction Engineer, are attached herewith for consideration.

2. As a security of our Bid Proposal, we have provided a bid bond for an amount of Baht (5)..... (.....) which is attached to this Bid Letter.

3. Completion time within (6)..... ;.....

4. Our Bid stands (7).....days from the date following our submission of this Bid Letter.

In submitting our Bid Proposal to JICA as mentioned above we have studied and examined the Drawings, Specifications, site conditions and other information at the construction site, and we are fully aware of the obligations, instruction to bidders, contract conditions and the accompanying documents including the

rights of JICA as per the criteria stipulated in this Bid Documents, all of which we accept and agree to follow in all respects:

In the event that any part or all of these Bid Documents of ours are rejected by JICA, we shall accept such decision without filing any petition what soever.

(Signature).....Bidder

Affix Juristic Person's Seal,

Remarks: To fill the Form, please refer to instructions on the reverse side.

Instructions

As per numerical figures in parentheses which Bidder is required to fill in:

- (1) Name of Company, or Limited Partnership, or Ordinary Partnership, as applicative.
- (2) Name of person authorized to act on behalf of and binding on juristic person, such as name of Managing Director, Managing Partner or Authorized Representation.
- (3) Serial number of the Power of Attorney and date written. Power of the Attorney must clearly state the authorized representative shall have the power to sign on behalf of the juristic person and has the binding on the juristic person as if it has been executed by the juristic person and the stamp as required by laws must be affixed.
- (4) The price offered shall be in Baht currency and shall include all kind of expenditures incidental to the successful completion of the work under this Bid. Price shall be expressed in words also. In case of inconsistency between the figures and words, the price expressed in the smaller amount shall prevail.
- (5) Amount of bid bond shall not be less than 5 per cent of the total Bid Price as appeared in the Bid Letter.
- (6) Completion time shall not extend longer than the number of days fixed by JICA. However, if Bidder does not specify completion time, JICA will take it for granted that Bidder has the intention to complete the work within the period specified by JICA. Contract will come into effect from the date following execution of the contract.
- (7) Validity of the Bid shall not be less than 90 days. If period of validity is left blank JICA will consider that Bidder has the intention to hold his Bid firm for 90 days from the date following submission of his Bid. During its validity period price cannot be altered nor Bid will be allowed to be withdrawn.
- (8) Signature of Bidder. If there is Company's seal same shall be affixed.

BILL OF MATERIALS
TRIAL WORK, CHAO PHA PILOT PROJECT
RID NO. _____

ITEMS	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL		REMARK
				฿	STG	฿	STG	
1.	Land clearing	ha	13.10					
2.	Fill up the up-land field	ha	2.28					
3.	Land levelling of the paddy field	ha	4.19					
4.	Land levelling of the up-land field	ha	2.28					
5.	Reinforce concrete bridge	L.S.	1					
6.	Temporary polder dike (along the paddy field)	m	678					El. 2.30 including submerging trial farm
7.	Temporary polder dike (along the up-land field)	m	185					including approach road
8.	Polder dike (southern part)	m	317					including leading drainage ditch
9.	Polder dike (eastern part)	m	299					including farm ditch (FD-2)
10.	Fill up the main pumpin? station lot	ha	0.34					
11.	Water gate	L.S.	1					
12.	Community road	m	338					including farm ditch (FD-1)
13.	On - farm road (FD-1)	m	642					including farm ditch (FD-1)
14.	On - farm road (FD-2)	m	147					including farm ditch (FD-2)
15.	Main canal (1)	m	455					bottom width 5.0 m.
16.	Main canal (2)	m	227					bottom width 18.0 m.
17.	Farm ditch (FD-1)	m	530					

ITEMS	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL		REMARKS
				\$/	STG	\$/	STG	
18.	Farm ditch (T-2)	m	788					
19.	Turn out (T-1)	L.S.	1					
20.	Turn out (T-2)	L.S.	4					
21.	Farm inlet	L.S.	6					
22.	Inlet	L.S.	4					
23.	Waste way	L.S.	2					
24.	Embanked canal	m	160					
25.	Folder for submerging trial farm	m	204					
26.	Inlet for submerging trial farm	L.S.	4					
27.	Drain for submerging trial farm	L.S.	4					
28.	Farm Drain (D-1)	m	295					
29.	Farm Drain (D-2, DD-2)	m	613					

ITEMS	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL		REMARK
				฿	STG	฿	STG	
30.	Leading Drainage Ditch	m	308					
31.	Drainage culvert (DG-1)	L.S.	2					ø 300 m/m
32.	Drainage culvert (DG-2)	L.S.	1					ø 350 m/m
33.	Water way for embanked canal	L.S.	1,125					
34.	Under drain	m	1					
35.	Irrigation Pumping station	L.S.	1					
36.	Drainage Pumping station	L.S.	1					
37.	Electric rat fence	L.S.	1					
38.	Cost incurred by Suspension of Work	L.S.	1					
GRAND TOTAL								

TOTAL PRICE QUOTED

BAHT

SIGNATURE

BIDDER

(

)

NOTE: INSTRUMENTS ON REVERSE SIDE.

INSTRUCTIONS

1. Bidder shall investigate topography of the site and shall calculate the quantity from the drawings and details furnished. In the event that the Bill of Quantities calculated by any Bidder, whose price is of interest to the JICA, should differ substantially from those of the JICA, the Bid evaluation Committee will ask such Bidder to make clarification and shall negotiate the price with such Bidder. But if the clarification made by the said Bidder is not acceptable the JICA has the right to reject the said Bid. Therefore, the Bidders are informed to prepare such calculation sheets and have them ready for the said purpose.
2. After award of contract the quantity of work as shown in the Bill of Quantities prepared by the Bidder shall be used as guidance for the purpose of making payment for each item of work only. If the actual work executed by the Bidder should be greater or smaller than the agreed quantities Bidder shall have no right to revise his total price.
3. The price quoted under each item shall include materials, labors, supervision duties, profit and other costs.
4. Price quoted under each item will be verified for arithmetical accuracy. In case of arithmetical errors are found the unit prices shall be considered as correct.

BANK GUARANTEE FOR PAYMENT OF BID BOND
(good for one Bidding)

No. /

Name of Issuing Bank

Date.....

We,
Business Address No.Street
TambonAmphoe.....
Changwat, hereby agree to bind ourselves to the JICA
as follows:

1. Whereasis required to furnish Bid Bond
to be deposited with the Japan International Cooperation Agency, and as it is
not convenient for the Bidder to place the deposit in form of cash, therefore
.....hereby undertake to guarantee
for payment of Bid Bond by
who will participate in bidding for Bid No., scheduled for
submitting (closing) onfor a total sum of Baht
(.....)
And this Guarantee is valid fordays from the following day after
submitting the Bid.

2. In the event that
having submitted his Bid, fails to comply with any of the regulations and
conditions stipulated in the Bid referred in No. 1 above, thus causing his
Bid Bond to be forfeited by the Japan International Cooperation Agency....
.....undertake to make payment for such Bid Bond in the
place of
to the extent of Baht.....(.....
.....)

In making payment as stated herein
.....warrant that payment will unconditionally
effected within 7 (seven) days after receipt of the notice served by the JICA
and without having to request
.....to pay first.

3. This Guarantee for Payment of Bid Bond shall in no event be withdrawn
or invalidated by
untilhave fulfilled all of their obligations under
the Bid.

Signature.....Authorized Person

Signature.....Witness

Signature.....Witness

PERFORMANCE BOND

Name of Guaranteeing Bank

Date.....

We,.....
Business Address No.....Road.....Tambon.....
Amphoe.....Changwat....., hereby guarantee
to the Japan International Cooperation Agency Bangkok Office as follows:

1. Whereas.....
have entered into an Agreement with the Japan International Cooperation
Agency, Bangkok Office for.....
.....
as per Contract No.executed on.....
which.....
are bound to furnish a cash deposit as a security for the performance of
the Works to the Japan International Cooperation Agency, Bangkok Office for
Baht.....(.....).
Therefore, we hereby bind ourselves to Japan International Cooperation Agency,
Bangkok Office to act as the Guarantee of.....
for an amount not exceeding Baht.....(.....
.....). In the event that.....
.....should be in default, or should breach any of the said Contract
requirements thereby authorizing the Japan International Cooperation Agency,
Bangkok Office to exercise its right to impose fines and/or claim for indemnity
from....., we undertake to make prompt payment to the Japan
International Cooperation Agency, Bangkok Office upon being advised of such
default without the necessity of previous notice to.....
to pay such fines and indemnity stated above.

2. We agree to acknowledge and give our prior consent to any time extension
and/or any deviation from the Contract which may have been granted by the
Japan International Cooperation Agency, Bangkok Office to.....
....., without the need of JICA to obtain our consent for such time
extension or any deviation from the Contract.

3. This Guarantee is continuing and irrevocable for a period from this
date,..... until all the obligations of _____ have been
completely fulfilled plus one year after satisfactory completion and final
acceptance of Works by the JICA, during the which period.....
.....are still liable to the Japan International
Cooperation Agency, Bangkok Office under the Contract.

In witness hereof, we,.....
by the undersigned who is fully authorized to sign and to incur obligation
in the name of the Bank, hereby sign and affix the seal of the Bank herebelow.

CONTRACT

Construction of
.....

This Contract is executed on thisday of.....B.E.25....
at the JICA Bangkok Office between

THE JICA BANGKOK OFFICE

by.....Title.....
as representative of the JICA Bangkok Office, hereinafter called "the JICA"
of the one part, and
whose office is situated atRoad.....
Tambon.....Amphoe.....Changwat.....
Tel.represented by.....Age.....
Nationality.....Title.....
authorized to act on behalf of
according to Power of Attorney No.....dated.....
which is attached to this Contract, hereinafter called "the Contractor", of
the other part.

Both parties mutually agree as follows:

Article 1

The JICA agrees to employ the contractor and the Contractor agrees to
perform the Works for the execution of.....
.....
.....
located at Tambon.....Amphoe.....
Changwat.....Total.....items, for the total
of.....Baht (.....)
under the terms of this Contract as follows:

1.1 JICA and the Contractor agree that the Escalation Factor (K) as
stipulated in the Annex - A'attached herewith which forms part of this
Contract, shall be applied to adjust payments to the Contractor as specified
in detail in the "Terms and Conditions of Contract" attached hereto.

.....
.....
.....
.....
The documents mentioned above shall become a part of this Contract.

1.2 As a security for the faithful performance of the Works under this
Contract, the contractor has on the execution of this Contract deposited
a performance bond with the JICA.....Baht (.....
.....) in cash, or in lieu thereof a Bank Guarantee issued by

thebearing the number.....
and dated.....in the amount of.....
Paht (.....) which represents 5 (five) percent of
the Contract Price.

The JICA will return the Performance Bond in cash or the Bank Guarantee to the Contractor at the end of the 12 (twelve) months after final acceptance of the Works by the JICA as stipulated in Article 11 of this Contract, provided that the completed Works shall not show any defect or damage caused through the fault of the Contractor, or through the fault of any subsequent Contractor in the case of termination of Contract by the JICA under Articles 5 and 6.

Should the Contractor be in default, the JICA shall have the right to demand payment from all or any part of the performance bond.

Article 2

The JICA warrants to effect payment for the Works mentioned in Article 1 to the Contractor at the interval of 40 days by paying 90 (ninety) percent of the installment payments for the Works executed upon satisfactory acceptance of the Works by the Inspection Committee. The remaining 10 (ten) percent, being a Retention Money, will be paid to the Contractor after the entire Works have been satisfactorily completed and finally accepted by the JICA.

Article 3

In execution of the Works mentioned in Article 1, the Contractor agrees to furnish all materials, equipment, vehicles, labors and skilled workers including all the facilities incidental to the construction of the said Works. If for any reasons the Contractor should not be able to successfully complete the Works he shall be deemed to be in default. Any equipment brought to the site for use on the Works shall not be removed without prior approval of the Inspection Committee.

Article 4

As part of the obligations between the parties, the Contractor agrees that all parts of the Works constructed by the Contractor as well as all construction equipment, materials and supplies etc., which are specifically brought onto the site for the performance of the Works called for in Article 1 shall become the property of the JICA. Any damage caused to the above construction equipment and supplies etc. as a consequence of force majeure, shall be the responsibility of the Contractor, who shall properly repair or replace such damaged items. The Contractor's responsibility under this Article shall expire upon final acceptance of the Works as are provided for in Article 11.

After successful completion and final acceptance of the Works by the JICA, the Contractor will be allowed to remove the equipment, surplus materials and or supplies from the site.

Article 5 Completion Time

The Contractor agrees to satisfactorily complete the Works within..... days (Completion time) following the date on which this Contract is executed which will become due on, and he agrees to commence the Works at the site on or before

If the Contractor fails to commence the Works by the above named date, or should in the course of the construction by the Contractor any event occur which may reasonably cause the JICA to believe that the Contractor will not be able to complete the Works within the specified period, or the Contractor fails to complete the Work by the specified date, or should the Contractor fail to meet any of the Contract requirements, then the JICA shall have the right to terminate this Contract.

In case the Contractor is in default as aforementioned irrespective of whether the Contract is terminated by the JICA or the Contractor is permitted to work beyond the specified completion date as specified in Article 5 or Article 6, the Contractor agrees to be responsible to the JICA as follows:

a. Pay a penalty of Baht.....(.....) per day counting from the date following the completion date specified in Article 5 and Article 6, until the Works are satisfactorily completed either by the Contractor or by any subsequent Contractor as stipulated in Article 7.

b. Reimburse to the JICA any losses sustained by the JICA either as direct damage or as a consequence of the Contractor having failed to meet the Contract requirements.

c. All construction Works and equipment, supplies etc. remaining at the site shall become the property of the JICA.

The JICA has the sole right to decide whether to impose on the Contractor only the penalty, or to claim for damages and to confiscate also the construction equipment and supplies etc. as stated in b and c above. The money due to the JICA as the result of the JICA exercising its right under this Article may be retained and deducted by JICA from any money due to the Contractor but yet unpaid.

Article 6 Suspension Time and Extention Time

In the event that the Inspection Committee considered that the performance of Work is difficult on account of meteorological conditions, the Inspection Committee shall have the right to order the Contractor to suspend the Work temporarily. The suspension time shall last as long as the Inspection Committee thinks fit and shall not be counted as part of the Completion time period. No payment of whatever kind, except the amount stipulated in the Item 38 of the Bill of Quantities, shall be made by JICA to the Contractor during such suspension time.

In the event that the Inspection Committee considered that such meteorological conditions no longer hinder the performance of the Work, the Inspection Committee shall order the Contractor to resume the Work. In such event the Contractor shall resume the Work on or before the day specified by JICA. The failure of the Contractor to do so shall be subject to the right of JICA to terminate the Contract and also to exercise the rights under the Article 5 (a), (b) and (c).

If suspension time has been actually ordered by the Inspection Committee, extra 14 days shall be given as extension time to the completion time of 120 days by the Inspection Committee.

Article 7

After the Contract has been terminated in accordance with the foregoing Article 1 the JICA may employ another contractor to carry on the remaining part of the Works, payment for which will be made out of the remaining Contract cost. Should the remaining funds be sufficient to effect payment to the new contractor until the Works are satisfactorily completed, the difference between the remaining portion of the Contract cost and the actual cost incurred by the JICA in engaging the new contractor to complete the Works, shall be deemed as a loss sustained by the JICA and the Contractor shall pay to the JICA such difference in cost. However, the Contractor shall be liable for such damages caused by his failure to meet the Contract requirements in respect of the time spent in finding a new contractor and in carrying out the construction until the Works are satisfactorily completed. The penalty for delay will also be enforced on a daily basis at the rate specified in Article 5 counting from the specified completion date until the Works are actually completed.

Article 8

The Contractor shall furnish to the Inspection Committee a daily statement throughout the course of the construction showing the number of Thai and alien laborers engaged on the job. If the number of Thai laborers is less than 75 percent of the total labor forces the Contractor shall be fined at the rate of 25 Baht per one laborer per shift for each number of Thai laborers short of 75 per cent.

Article 9

The Contractor shall arrange for his employees to have identification cards to identify themselves when payment of wages is made.

Such identification card shall bear the employee's photograph where available. If no photograph is available the card shall bear the employee's signature, and if any of the employees cannot sign his name, the identification card shall bear his fingerprints to be certified by 2 witnesses.

Each employee's identification card shall show the wage rate at which he is hired or agreed upon.

Article 10

Upon termination of his employment for any reason, the employee's identification card shall be collected by the Contractor. Should it not be possible to collect the identification card from any employee whose service is terminated, the Contractor shall promptly notify the JICA of the name of such employee.

Should the JICA in accordance with the provisions of Article 10 hereof, pay any money to an employee whose services have been terminated without the Contractor having notified the JICA thereof as required in the foregoing paragraph, such money shall be deemed to have been paid to the employee as if he was still employed by the Contractor.

Article 11

Within a period of 1 year after satisfactory completion and final acceptance of the Works by the JICA, whether completed by the Contractor or by the new Contractor in case of termination of Contract under Article 5, any damage to the Works which may be caused by the Contractor's fault, either because of defective or craftsmanship or the use of inferior materials, shall be made good as necessary to the satisfaction of the JICA at no extra cost to the JICA in respect of the materials and labors, unless otherwise the Contractor can prove to the satisfaction of the JICA that such damage was done by the new Contractor in case of termination of Contract under Article 5 and 6. Should the Contractor fail to make good recovery of the damage or defect aforementioned within 15 days after the receipt of written request to do so from the JICA, the JICA shall have the right to employ another person to carry out such work as may be necessary at the Contractor's expenses.

Article 12

If, prior to or during the course of construction, any discrepancies are found in the Drawings or Technical Specification, etc. attached to this Contract, the Contractor shall follow the ruling given by the Inspection Committee or Sub-Inspection Committee. If the ruling of the Inspection Committee shall correspond to any details of the Drawings it shall be deemed as final. However, if the details of the said discrepancies have been omitted in the Drawings, but such details are required for satisfactory completion of the Works, the Contractor shall perform such work at no additional cost to JICA.

Article 13

The JICA reserves the right to furnish the Contractor through the Inspection Committee or Sub-Inspection Committee at a reasonable time ahead of construction with such additional details and construction drawings and other information as may be necessary for the successful completion of the Works. Such additional drawings and information shall form part of the Contract documents and shall not entitle the Contractor to any additional payments. The Contractor shall not execute any part of the Works without having detailed construction drawings. He shall also keep such drawings at the site at all time ready for inspection by the JICA or the Inspection Committee.

Article 14

The Contractor shall supervise the performance of the Works all the time or he shall appoint a construction engineer to inspect the construction operation at the Works. Such construction engineer shall be authorized to act on behalf of the Contractor in his absence. All the instructions given to him shall be deemed as given to the Contractor. Such construction engineer shall be the person accepted by the JICA and the Contractor shall not replace obtaining prior approval of the JICA.

Article 15

An Inspection Committee or a representative to be stationed at the site will be appointed by the JICA. The Inspection Committee or its representative shall at all times have access to the Works whether it is in preparation or progress, and the Contractor shall promptly furnish all facilities to and cooperate with the Inspection Committee or its representative as may be necessary for the proper Inspection of the Works. If the Inspection Committee or its representative shall determine that any part of the Works is not being carried out in accordance with the Drawings and Specifications, it shall have the right to suspend such Works. The Contractor shall have no claim against the JICA for the extension of time due to suspensions of the Works under this Article.

Notwithstanding the presence of the Inspection Committee or its representative on the site as aforesaid, the Contractor will not be relieved of his responsibility to observe the Contract requirements and for the acceptability of the finished Works. The Contractor agrees to correct any part of the Works which is found not to have been performed in a faithful manner and any work which is not properly performed within the time specified in writing by the Inspection Committee.

Article 16

The Inspection Committee or its representative may request the Contractor to remove any of the Contractor's foremen or engineer if it is evident that such foreman or engineer is not suitable or is incapable of handling his crews, and the Contractor shall promptly replace any such foreman or engineer. No extra cost or claim for extension of time will be allowed because of such replacement.

Article 17

The Contractor shall not sub-let any portion of the Works under this Contract without obtaining prior written approval of the JICA. If the subcontractor shall be required JICA shall decide which portion of the work may be assigned to the subcontractor. However the Contractor shall fully remain responsible for the works done by the subcontractor.

Article 18

The JICA shall have the right to make variations of, or increase or decrease the quantity of Works in the Drawings and Specifications without thereby invalidating the Contract. Adjustment of payment for such work shall be made in accordance with the unit price stipulated in the Bill of Quantities.

Article 19

Submission of invoices for payment shall be made by the Contractor through the inspection Committee or its representative. Payments will be made within reasonable time after the Inspection Committee has verified the correctness of the invoices.

Article 20

The Contractor shall furnish his own workshop and warehouse and provide sanitary conveniences on the site and shall also dispose of debris and garbage every day.

Article 21

Within 7 days after final acceptance of the Works by the JICA, the Contractor shall remove from the site all plants, temporary buildings, equipment rubbish, concrete forms and similar materials and shall leave the site of Work in a clean and orderly condition.

This Contract is executed in two identical counterparts, one for each party. Both the JICA and the Contractor have set their signature and affixed the seals thereto in the presence of the witnesses.

Article 22

In the event of any dispute arising from the interpretation and performance of the terms of this Contract, both parties agree to make the best attempt with sincerity and goodwill to negotiate and amicably settle such dispute, in failing which the parties agree to refer such dispute to arbitration by 2 arbitrators, each of which is to be appointed by each party. If either party fails to appoint its arbitrator within 7 days or should the arbitrators fail, within 15 days after their appointment, to agree upon the decision of the dispute or no decision is reached on the appoint of an umpire, then the dispute shall be brought before the Court in Thailand for decision under the laws and procedures of the Kingdom of Thailand.

JICA

.....
Mr. Yasuo Kitano, Director, Bangkok Office, Japan International Cooperation Agency

Contractor

.....

Witness

.....

Mr. Chamlong Attanatho, Secretary General, Agricultural Land Reform Office, Ministry of Agriculture and Cooperatives

Witness

.....

Provisional Stamp

Baht.

V. GENERAL OBLIGATIONS OF THE CONTRACTOR

1. Alignment, Levelling and Site-plan Setting

The Sub-Inspection Committee is to locate the Bench Mark indicating the coordinates and elevations of the Location where the construction will be conducted. The succeeding steps will be the duties of the Contractor. The Contractor is required to set and determine the alignment, levelling and site-plan of the construction area and ask for the inspection of the Inspection Committee prior to the commencement of the construction. The Contractor is required to preserve all the pegs that indicate the alignment, elevation and site-plan in a good condition throughout the period of the construction. These pegs are allowed to be removed without the permission of the Inspection Committee. The Contractor is required to be responsible for all the blunders relative to the handling of pegs to indicate the alignment, elevation and site-plan.

2. Collaboration

In and around the job site the Contractor is required to extend good collaboration, for the purpose of proceeding the work on schedule, to the construction activities relative to the JICA, in the event that the JICA or any one under supervision of the JICA is undertaking the construction work in the neighbouring or near by area of the job site.

3. Access Road or Detour

The Contractor is required to construct an access road or detour to connect the existing road leading to the working area of construction. The Contractor is required to maintain the road, including the maintenance of existing road to be in good condition by the Contractor's account.

4. Temporary office & Residence

In case the Contractor wishes to build a temporary office and residence, the Contractor is required to submit the plan and details to the Inspection Committee within 20 days after conclusion of the contract.

The Contractor is required to work on land levelling, road and foot path construction in the area of the temporary office and residence considering the convenience and safety of the user, and is required to maintain those constructed facilities always in a good condition. This buildings and facilities should be constructed by the Contractor's account, and the Contractor is required to be responsible for the management of all the facilities.

5. Drainage system and Sanitation

The Contractor has to make drainage system. The construction and the usage of the drainage system must be conducted after obtaining the agreement from the Inspection Committee.

6. Fuel Storage

In the area of temporary office and residence, the fuel tank capacity should not exceed 500 gallons and far away from the buildings. Fuel storage and fuel transportation must be done with care and have a good system of fire prevention.

7. Water

The water used in the construction is canal water after filtration. The Contractor is required build a filter that Inspection Committee recommends.

8. Power

The Contractor is required to procure the power or electricity to be used in the construction and in the temporary office by the Contractor's account.

9. Rules for Orders

To have a good order in the area of temporary office, residence, and job site, the Contractor is required to set the rules and regulations relative to the proceedings of work and living conditions of laborers. The rules and regulations must be agreed by the Inspection Committee.

VI. TERMS AND CONDITIONS OF THE CONTRACT

1. Objectives of Contract

JICA Bangkok Office wants to make a contract on the construction of the trial farm in a total area of 12.93 hectares (80.81 rai) in the Chao Phya Pilot Project, Pranakorn Sri Ayudthaya province.

2. Location of works

The trial farm works are located on Muu 3 Tambol Phya Bun Lou, Pranakorn Sri Ayudthaya province, as shown in map Dwg, No. A-1.

3. Work Schedule of Contractor

The Contractor shall work within the boundaries as specified in map Dwg. No. A-2. The work to be carried out shall include the followings, and the Contractor have to submit the detail schedule of followings works.

- 1) Land clearing
- 2) Fill up the up-land field
- 3) Land levelling of the paddy field
- 4) Land levelling of the up-land field
- 5) Reinforce concrete bridge
- 6) Temporary polder dike (along the paddy field)
- 7) Temporary polder dike (along the up-land field)
- 8) Polder dike (southern part)
- 9) Polder dike (eastern part)
- 10) Fill up the main pumping station lot
- 11) Water gate
- 12) Community road
- 13) On - farm road (FD-1)
- 14) On - farm road (FD-2)
- 15) Main canal (1)
- 16) Main canal (2)
- 17) Farm ditch (FD-1)
- 18) Farm ditch (FD-2)
- 19) Turn out (T-1)
- 20) Turn out (T-2)
- 21) Farm inlet
- 22) Inlet
- 23) Waste way
- 24) Embanked canal
- 25) Polder for submerging trial farm
- 26) Inlet for submerging trial farm
- 27) Drain for submerging trial farm
- 28) Farm Drain (D-1)
- 29) Farm Drain (D-2, DD-2)
- 30) Leading Drainage Ditch
- 31) Drainage culvert (DC-1)
- 32) Drainage culvert (DC-2)
- 33) Water way for embanked canal
- 34) Under drain
- 35) Irrigation Pumping station
- 36) Drainage Pumping station
- 37) Electric rat fence

4. Operation of work

To control the construction work mentioned in this contract, the engineer of the Contractor is required to stay at the construction office. If the engineer does not stay at the office without appropriate reason, the Inspection Committee reserves the right to stop the works or part of the works instantly and the Contractor is required to be responsible for any damage from this neglect.

5. Submission of Progress Report

A progress report has to be submitted to the Inspection Committee by the Contractor every 30 days using the form specific by JICA Bangkok Office. If there any delay of work from agreed schedule, the Contractor have to submit the modified work plan to the Inspection Committee to justify for such a delay so as to achieve the originally set target.

6. Presentation of Completed Work

The Contractor has to present part of the work which has been completed in accordance with the detail schedule for the checking at the Inspection Committee. Presentation form are designated by JICA Bangkok office.

7. Acceptance of Completed Work

Upon receipt of the presentation forms submitted by the Contractor, the Inspection Committee will check the actual work in the field. If everything is satisfactorily completed, the Inspection Committee will accept that part of work within 7 days after the receipt of the presentation form.

However, the acceptance does not necessarily mean the discontinuation of the contractor's responsibility for possible damages of that part of the work. The complete acceptance takes place only when all the work has been completed and accepted.

8. Checking for Acceptance

Similarly, the Inspection Committee will compare the presentation forms submitted by the Contractor with the actual work. If there is no inconsistency and shortcoming, the Inspection Committee will accept the work within 7 days after receipt at the presentation forms. It will be so considered that the work is accepted on the date of receipt of the presentation form.

On the contrary, if there are any inconsistency and shortcoming in the work presented by the Contractor, the Inspection Committee will reserve the right not to accept the work. During the improvement of the work it will be regarded that the work has not been accepted by JICA Bangkok office.

After the completion of the improvement work, the Contractor is required to notify the Inspection Committee for its inspection. If everything is

satisfactorily completed, the Inspection Committee will accept the work within 7 days after the contractor's notification. It will be regarded that the work is accepted on the date of receiving the notification from the Contractor.

9. Sequence and Time for Construction

The work shall be constructed in accordance with the following stipulation. The Contractor shall construct and complete the work in the sequences as instructed, and the total time for completion of the work shall be 120 days from the date of.....

10. Payment

10.1 Advance payment

The Contractor is entitled to request the advance payment of an amount not exceeding 10% of total construction cost subject to approval of JICA. JICA Bangkok office will pay the advance to the contractor, after the Inspection Committee checks equipments and materials that are carried to the construction field.

10.2 Partial payment

The Contractor is entitled to request a partial payment in accordance with the works that have been completed every 40 days. JICA Bangkok Office will pay the partial payment, after the acceptance of partial works that have been completed based on the unit price under the Bill of Quantities.

10.3 Final payment

The final payment shall be made by JICA Bangkok Office, after the whole construction works are completed and accepted by the Inspection Committee.

11. Increase or Decrease of Price

In the event of fluctuation of labor cost, etc. cost of construction to the extent of $\pm 5\%$ will be considered by JICA based on the Escalation Factors for the basic of computation.

The Escalation Factors stipulates in Annex A attached herewith are used for the purpose.

12. Usage of Escalation Factor

1. When the cost of commodities increase or decrease from the original cost put in the contract at the date of original work, this escalation factor will be used. But the consideration will not be made, when the difference value in the formula is less than 5%.
2. In case of the delay of construction work by the fault of the Contractor, the original cost put in the contract shall be used, and no escalation factor will be applied.

13. General Text

The Construction is required to be proceeded in accordance with the drawings and specifications in every respect. In case, however, the Inspection Committee added to or revised the original drawings and specification in order to attain further engineering perfection, the Contractor is required to proceed with the construction in accordance with the added and/or revised drawings and specifications in every respect without any objections.

Technical Specifications

The contractor shall execute the work in accordance with this technical specifications which are part of the contract.

1. Alignment, elevation, site-plan setting

The sub-Inspection Committee will fix the boundaries and bench mark. It is the contractor's duty to transfer the elevations and the boundaries of small plots for right and proper based on the reference constructive drawing maps. All principle pegs showing the center line of the polder dike and other structures, elevations and site-plan can not be moved except receiving the permission from the sub-Inspection Committee only. For all mistakes appeared from transferring elevations and the boundaries of small plots, the contractor must have the responsibility to revise for right and proper.

2. Land clearing

2.1 The contractor shall clear the land including; the rough levelling of existing boundary dikes, trees, stumps, anthills, and weeds.

2.2 Bushes, trees, stumps of trees that taken out, have to be brought to the places where the sub-Inspection Committee indicate, then burnt and destroyed.

3. Land levelling on the paddy field.

3.1 The contractor shall cut, fill and spread the soil in the plots for the indicated elevation.

3.2 The elevation at the each point in the plot shall not be higher ± 5 cm. than the indicated elevation.

3.3 Soil cutting in the plot shall not exceed 50 cm. by estimating from the original ground level, if it is necessary to cut more than 50 cm., the contractor have to receive the permission of the sub-Inspection Committee.

3.4 In cutting, filling up, spreading of this work, if there is the soil remaining over, the contractor have to carry to the building lot.

4. Land levelling on the up-land field.

4.1 The contractor has to strip the top soil not more than 0.30 m. after that the contractor shall carry the top soil and placed it along the Building lot.

4.2 The contractor shall fill up the up-land field and spread the soil that is excavated from the main canal.

4.3 After the up-land field is fill up, the top soil shall be carried to spread over the up-land field by conservation method.

4.4 The elevation at each point in the up-land field shall not have the difference more than ± 10 cm. from the indicated elevation.

Excavation of Farm ditch, leading Drain ditch and drain ditch.

- 5.1 The contractor has to clear, grub and get rid of root, weed and other not required materials along the alignment of farm ditches, leading drain ditches and drain ditches.
- 5.2 Excavation of ditches shall have the same dimensions as indicated in the drawing maps.
- 5.3 The contractor has to have back fill compaction and finishing of farm ditches and drain ditches the same as dimensions and side slope as indicated in the drawing maps.
- 5.4 The soil compaction of dikes and ditches should not less than 85 % of max density by ASTM D 698-66 T method A, or by JIS A 1210-1970

6. Farm Road.

- 6.1 The contractor has to clear uproot, stump, get rid of root, take out not required materials along the alignment of farm road.
- 6.2 The Contractor shall strip top soil not less than 0.20 m. before compaction. It is necessary to ensure that the ground can receive the next layer of soil.
- 6.3 The construction of the road body shall according to the direction, size, shape, and level, as indicated in the drawing maps.
- 6.4 The entire area being compacted shall be produced in a dry density of at least 85 % of the maximum dry density at optimum moisture content, as determined by ASTM D 698-66 T method A or JIS A 1210-1970.

7. Compaction of clayey and silty materials.

The fill materials shall be placed in successive layers over the full width of the cross-section and lengths are suited to the sprinkling, mixing. Each loose materials shall be compacted thoroughly.

Method of soil compaction :

- 7.1 The fill materials shall be placed in successive layer over the full width. The thickness of the layer after compaction shall be as follows
 - 7.1.1 In the compaction work the heavy equipment have to be used, and each layer shall not be thicker than 20 cm., the lower value is applied.
 - 7.1.2 For the final compaction, only the tired rollers shall be used, the thickness of each layer after compaction shall not more than 15 cm.
- 7.2 The fill materials shall be mixed well together for a good results of the impervious layer and high loading.
- 7.3 Before or during compaction, the moisture content of the materials shall be controlled under the good condition, and each layer of the fill materials shall have equal moisture content.

- 7.4 The soil of the borrow pits shall have been tested for moisture content before used. If the moisture level is lower than required is clause 7.3 the contractor have to increase the moisture by sprinkling or spraying of water over the entire area to be compacted
- 7.5 In case of the moisture content of the fill material is higher than described in clause 7.3, the compaction shall be stopped until the moisture content is equal to the required one before the work can be continued.

3. Compaction test.

- 8.1 The construction engineer have the duty to perform the compaction test, by decision of the sub-Inspection Committee, to which the contractor must abide.
- 8.2 The Contractor shall submit the results of compaction test to the sub-Inspection Committee, and the workable range of moisture content is decided.
- 8.3 The compaction test shall be done by ASTM D 698-66 T method A or JIS A 1210-1970.

9. Concrete.

9.1 Cement

- 9.1.1 Cement used in concrete mix shall have the properties according to 15 vol. 1-2514, TISI, Science Department, Industry Ministry.
- 9.1.2 Cement shall be a new brand, good quality and absolutely dry.
- 9.1.3 Contractors shall construct waterproofing cement storage at the site. The floor of it must be raised from water level at least 30 cm.
- 9.1.4 In rainy deason (May - September), cement kept more than 1 month shall be banned and also 3 months in dry season (October - April). Time begins after cement is transported from the manufacturing factory.
- 9.1.5 The contractor shall transport cement to the site at least $\frac{1}{3}$ of cement totally used in construction before the concrete work begins.

9.2 Fine aggregate.

Fine aggregate shall be rivor, sand, rigid, clean, without c organic matter and other substance mixing with it. There shall be properties and mixed various sizes as follows :

9.2.1 Grading

River sand must have the size not larger than sieve No. 4 not exceeding 5 % by weight. The size of the finest can be allowed to pass sieve No. 100 not exceeding 10 %

9.2.2 Quality

River sand shall be tested the quality as follows.

No.	Experimentation	Allowance Index	Remarks
1.	Dust passing sieve No.200	Not exceeding 3 %	
2.	Finess Modulus*	Not less than 2.3 Not more than 3.1	*In Northeast of Thailand allowance value for finess modulus exceeding 1.5 and not exceeding 3.1
3.	Organic Impurities	Tested by method of immersion Sodium Hydroxide, 3 % type (Faler than STD. color No.3)	
4.	Harmful Substance	Very mild material (ASIM - C - 142) Mixing allowance not exceeding 1 %	
5.	Grading	Specified in No. 10.1	

9.2.3 Fine aggregate storing

The area storing sand must be cleaned, and have slope for drainage. The sand must be orderly put in a ferce and protected by any materials.

9.3 Crushed stone.

Stone used in concrete mixture must be crushed by machine or by hand. Round shape, Rigid, endurance, not corrosive substance and other organic mixing.

9.3.1 Grading

Crushed stone devided as follows :

9.3.1.1 No. 1

The largest size is not more than $\frac{3}{4}$ " and the smallest size can pass the sieve No.4. All are mixed as follows

Sieve size (American Unit)	Convention scale (percentage by wt. passing each) sieve size
1"	100
$\frac{3}{4}$ "	90 - 100
$\frac{3}{8}$ "	20 - 55
No.4	0 - 10
No.	0 - 5

9.3.1.2 No.2

The largest size not more than $1\frac{1}{2}$ " and the smallest size is $\frac{3}{4}$ ". All are mixed as follows.

Sieve size (American Unit)	Convention scale (% by wt. passing each sieve size)
2"	100
$1\frac{1}{2}$ "	90 - 100
1"	20 - 55
$\frac{3}{4}$ "	0 - 15
$\frac{3}{8}$ "	0 - 5

9.3.1.3 No.3

The largest size not more than $2\frac{1}{2}$ " and the smallest size is $1\frac{1}{2}$ ". All are mixed as follows :

Sieve size (American Unit)	Convention scale (% by wt. passing each sieve size)
3"	100
$2\frac{1}{2}$ "	90 - 100
2"	35 - 70
$1\frac{1}{2}$ "	0 - 15
$\frac{3}{4}$ "	0 - 5

9.4 Harmful substance in concrete.

The various mild materials can be allowed to mix as follows.

Very mild material (ASTM C-142) Not exceeding 0.25 %

Other mild material (ASTM C-235) Not exceeding 5.00 %

Dust passing sieve No.200 Not exceeding 1.500 %

9.5 Gravel

Gravel used in concrete mixture must be round, clean, without corrosive substance and other organic matter mixing.

9.5.1 No.1

Grading of gravel for reinforced concrete.

Gravel size varies from the size equal to sieve No.4 to $\frac{3}{4}$ "
The largest size allowed to remain in $\frac{3}{4}$ " sieve not exceedi-

9.5.2 No.2

Grading of gravel for the unreinforced concrete.

Gravel size various from the size equal to sieve No.4 to $1\frac{1}{2}$ ". The largest size allowed to remain in $1\frac{1}{2}$ sieve not exceeding 5 % and not exceeding 5 % can be allowed for those passing sieve No.4.

9.5.3 No.3

The quality of gravel and crushed stone.

Crushed stone and gravel used in concrete mixture shall be tested the quality as follows :

No.	Experimentation	Allowance value for crushed stone	Allowance value for gravel	Remarks
1.	Soundness (By using sodium sulphate method)	Lost part not exceeding 12 % by wt.	Lost part not exceeding 12 % by wt.	
2.	Abrasion	Lost part not exceeding 50 %	Lost part not exceeding 50 %	By Los Angeles Abrasion Test Method
3.	Grading	Specified in No.12	Specified in No.13	

For using gravel it must be clean, If there are any harmful substance to concrete, some of them must be limited as follows.

Very mild material (ASTM C - 142) not exceeding 0.25 %

Other mild material (ASTM C - 235) not exceeding 5.00 %

Dust passing sieve No. 200 not exceeding 1.0 %

9.6 Water

Water used in concrete mixture must be fitted for drinking. If water is suspected of being harmful, it must be tested by the sub-Inspection Committee and the contractor shall accept to the indication of the sub-Inspection Committee.

9.7 Mixing concrete

The contractor shall use the concrete mixer, and amount of cement, aggregate and water in concrete mixture each time shall be measured correctly.

9.7.1 Mixing

After all kinds of proportions are placed in the concrete mixer, it must spend more time to get concrete with constance consistency and good quality. Removed from the concrete mixer, concrete must be placed in the field-work within 30 min.

The concrete mixer must be checked, cleaned daily and remove concrete attaching the concrete mixer. The concrete mixer has the efficiency according to engine power and capacity which are specified by sub-Inspection Committee.

9.8 Mix design of concrete

Concrete shall have properties as follows :

Item	compressive strength	course aggregate	slump value
unreinforced concrete	28 = 180 kg/cm^2	crushed stone No.2 or gravel No.2	8 12 cm.
reinforced concrete	28 = 210 kg/cm^2	crushed stone No.1 gravel No.1	8 12 cm.

and other proportions are indicated in the field by sub-Inspection Committee.

9.9 Slump test

9.9.1 The method of slump test

The instrument consist of a piece of sheet of method in shape of a truncated cone, 30 cm. in height, a base diameter of 20 cm., and top diameter of 10 cm. Both top and bottom are left open. Handle are attached to the out side of the mold. Freshly mixed concrete is placed in the mold in three layers. Each being rodded separately 25 times with a 1.5 cm. diameter rod. When the mold is filled and rodded, the top is levelled off and the mold is lifted at once. Immediately the slumping action of the concrete is measured by taking the difference in height between the top of the mold and the top of the slumped mass of concrete.

9.9.2 Slump value

The slump value of each concretes are indicated in clause 9.8

9.9.3 The times of slump test

The contractor shall test one slump test in each batch.

9.10 Concrete form work

Form work shall be rigid and strong enough to support the weight of the concrete without deformation or appreciable deflection. In addition Form work should be tight enough to prevent the seepage of water and designed to permit ready removal.

9.10.1 Wooden form

Timber used for formwork shall not damage the surface of the concrete that caused by chemical reaction. The kind and condition of wood shall not be bending from pouring and vibration and the wooden form shall be clean.

9.10.2 Forming with plywood

Plywood form shall be used in concrete that will not require to smooth the surface. The plywood must be made with waterproof glue. The thickness of the plywood must be the same over all at least 20 mm. the joints of plywood must be smooth and do not have any glue. Prestwood shall be used in concrete that will not require to smooth the surface.

9.10.3 Fixing the Form

The iron that imbedded within the concrete to holding the form must be cut at the point of concrete surface not less than 0.006 meters.

9.10.4 Clearing and Oiling forms

Before pouring the concrete the form must be cleared and painted by oil except the form that made for the concrete require not be smooth.

9.10.5 Preparation before pouring concrete

The contractor shall not pour concrete into the forms before checking the forms. If there is water in the form, the contractor shall not pour concrete into the forms.

9.10.6 Flooring of concrete form

The floor must be perfectly cleaned without water, mud, small sheet of wood oil etc,. As the floor will absorb the water from the concrete. The contractor shall made the floor moistly until the floor can absorb.

9.11 Compaction of concrete

After pouring the concrete shall be compacted without gape by shaking a vibration and in reinforced concrete structure.

The concrete shall be closed for steel bar. The contractor shall used the Immersion type vibrator or Form vibrator.

9.12 Curing

The contractor shall cure the concrete completely with water and sack. If the contractor use curing chemical, the permission by sub-Inspection Committoe is necessary.

9.13 Bending, connecting, overlapping and setting structure steels

The reinforce steels shall be bended before construction, and bending have to be shaped as follow :

The reinforce steels must connect in order not to move by wire not less than 2 rounds. The end of the wire shall not be cut and be kept in the back of the reinforce steels.

The length of overlapping steel shall be decided as following :

$$l =$$

where l = length of overlapping
= tensile strength of steel bar
= adhesive strength of concrete for steel
= diameter of steel bar

When the contractor set the reinforce steels, they shall be supported by the spacer that are made by cement and sand, it ratio 1 : 1 there shall be thickness not less than 8 cm. from sand and soil to reinforce steel in the bottom of structure, not less than 5 cm. from concrete surface to reinforce steel in the side of structure.

9.14 Steel

9.14.1 Using reinforce steels

Reinforce steels which are used in the construction work shall be round bar or deformed bar as specified on drawing raps.

9.14.2 Quality

Reinforce steel which are used in the construction work shall be specified by ASTM Designation A-7-55, and A-141-55 or JIS G 3112, and they are good quality and new never using before.

10. Main canal

- 10.1 The Contractor has to clear grub, get rid of root, weed and other not required materials along the alignment of Main canal.
- 10.2 The Excavation of Main canal shall according to the direction, size, shape and level as indicated in the drawing maps.
- 10.3 The contractor has to grow the grass by the boardcasting or transpaning as indicated in the drawing maps.
- 10.4 The earth digging from Main canal shall be carried to upland field, Polder dike and Main pumping station lot.

11. Polder dike and Temporary dike

- 11.1 The Contractor has to clear uproot, stump, get rid of root, take out not required materials along the alignment of Polder dike & Temporary dike.
- 11.2 The Contractor shall strip top soil not less than 0.20 m. before embankment.
- 11.3 The construction of Polder dike and Temporary dike shall according to the direction, size, shape and level as indicated in the drawing maps.
- 11.4 There is an existing road in the southern part of the project, the contractor should not make the existing road to be a Polder dike by rehabilitation.
- 11.5 The entire area being compacted shall produce a dry density of at least 85 % of the maximum dry density at optimum moisture content, as determined by ASTM D 698-66 method A or JIS 1210-1970
- 11.6 The laterite. The laterite shall have the quality as follow :
 - 11.6.1 Gradation.

sieve size	% passing by weight			
	grad C	grade D	grade E	grade F
2"	100	100	-	-
1"	95 - 100	95 - 100	100	100
3/8"	50 - 85	60 - 100	-	-
No.4 (4.67 mm.)	35 - 65	50 - 85	55 - 100	70 - 100
No.10 (2.00 mm.)	25 - 50	40 - 70	40 - 100	55 - 100
No.40 (0.42 mm.)	15 - 30	25 - 45	20 - 50	30 - 70
No.200 (0.074 mm.)	5 - 20	8 - 25	6 - 80	8 - 25

- 11.6.2 The laterite shall have the liquid limit not more than 35 %
- 11.6.3 The laterite shall have the Plasticity Index (P.I.) between 3 to 10 %
- 11.6.4 The stone or gravels that mixed with the laterite shall have the hardness and abrasion not more than 50 %, as determined by the Los Angeles Abrasion test.
- 11.6.5 Percentage passing sieve No.200 (0.074 mm.) not more than $\frac{2}{3}$ of percentage passing sieve No. 40 (0.420 mm.)
- 11.6.6 The laterite must exclude the root, organic matter and other not required materials.

11.7 After banking of laterite, the contractor has to compact by tired roller,

12. Reinforce concrete bridge.

- 12.1 The contractor shall slide the trial pile, where the sub-Inspection Committee indicate.
- 12.2 The contractor has to show the bearing strength that calculated from the data of trial pile, after that the sub-Inspection Committee or shall decide the number, the length of the pile as soon as possible.
- 12.3 In case of that the contractor has to join the pile, the construction joint must be accepted by the sub-Inspection Committee both in material used and procedure.
- 12.4 The contractor has to paint the fence on the bridge, firstly the contractor has to polish, coated with anti-oxide liquid after that paint in silver.

13. Irrigation and Drainage Facility.

- 13.1 The Contractor has to construct the Irrigation and Drainage Facility according to the size, shape, dimension, elevation as indicated in the Drawing maps.
- 13.2 The Contractor shall use the Reinforce concrete pipe with high quantity in the place that is not detailed in the drawing maps.
- 13.3 The Contractor has to compact the earth around and in the top of the reinforce concrete pipe at least 95 % of the maximum dry density at optimum moisture content, as determined by ASTM D 698-66 method A or JIS 1210-1970

14. Irrigation and Drainage pumping house.

- 14.1 The Contractor has to construct the Irrigation and Drainage pumping house according to shape, size, dimensions, materials used as indicated in the Drawing maps.
- 14.2 Only Pump and engine are the employer duty to buy.
Pump and Engine must be attached to the pumping house by the experienced steel structure company that permitted by the Inspection Committee. There is no extra payment to the contractor.

- 14.3 The contractor has to design of screen and gate and submit to The Inspection Committee before the contract time.
- 14.4 The contractor shall slide the pile, where the sub-Inspection Committee indicated.
- 14.5 The contractor has to show the bearing strength that calculate from the data of trial pile, after that the sub-Inspection Committee shall decide the number, the length of the pile as soon as possible.
15. Water gate.
- 15.1 The contractor has to make a detailed design and drawing maps of the steel water gate and other facilities that is necessary. The contractor has to submit the detail design and drawing maps to The Inspection Committee before the contract time.
- 15.2 The Installation of water gate shall be attached by only an experienced steel structure company.
- 15.3 The contractor shall slide the trial pile, where the sub-Inspection Committee indicate.
- 15.4 The contractor has to show the bearing strength of the earth that calculation from the water of trial pile, after that the sub-Inspection Committee shall decide the number, the length of the pile as soon as possible.
- 15.5 There is no extra payment for installation cost, detail design, drawing maps to the contractor.
16. Fill up The Main purping station.
- 16.1 The contractor has to strip the top soil not less than 0.30 m.
- 16.2 The contractor shall fill up the area of the Main pumping station to the elevation indicated in the drawing maps.
- 16.3 The elevation at each point in the main pumping station shall not have the difference more than ± 5 cm. as indicated in the drawing maps.
- 16.4 The entire area being compacted shall produce a dry density of at least 85 % of the maximum dry density at the optimum moisture content, as determined by ASTM D 698-66 method A or JIS 1210-1970
17. Under drain.
- 17.1 The contractor has to set up the under drain to the elevation as indicated in drawing maps if necessary the elevation in each point in the under drain shall not have the difference more than ± 5 cm. The under drain shall have the gradient, $\frac{1}{500}$
- 17.2 The Under drain has to be done after the land leveling.
- 17.3 The Bamboo that is used for under drain pipe must be fresh, and straight.
- 17.4 The Bamboo that is used for under drain have to be cut in 60 cm. without node and be set straightly without joint space.

18. Submerging trial farm.

- 18.1 The Contractor has to clear grub, get rid of root, weed and other not required materials of the submerging trial farm.
 - 18.2 The Contractor has to strip top soil not less than 0.20 m. before the embankment.
 - 18.3 The construction of submerging trial farm shall according to the direction, size, shape materials used and level as indicated in the drawing maps.
 - 18.4 The embanked area of submerging trial farm being compacted shall produce a dry density of at least 85 % of the maximum dry density at optimum moisture content as determined by ASTM D 698-66 T Method A or JISA 1210-1970
 - 18.5 The Contractor has to construct the waste way of the submerging trial farm as indicated in the drawing map.
 - 18.6 The Contractor has to slide the wooden pile where indicated in the drawing maps, the wooden pile should have a high quantity not less than the quantity of Ta Kaen Tong. The wooden pile must be a straight wooden pile.
 - 18.7 The Contractor has to construct the drainage steel gate.
 - 18.8 The masonry structure of submerging trial farm, has to construct as indicated in the drawing map or indicated by the sub-Inspection Committee.
19. Rat fence.
- 19.1 The Contractor has to construct the Rat fence according to the size, shape, materials used, dimensions and level as indicated in the drawing maps.
 - 19.2 The Contractor has to make a detail design of the small house for the electric rat fence, the contractor has to submit the plan and detail design of electrical instrument and small house to the sub-Inspection Committee before contract time.

3. マレーシア水管理訓練計画プロジェクトにおける事例

以下に示す資料Ⅳ－3には、入札公告、契約書、入札書、仕様書及び請負代金内訳書等が含まれているので参考に供されたい。なお、これら書類はモデルインフラ整備事業と一体的に施行される応急対策工事（洪水防除堤防工事）の事例である。

資料Ⅳ－3

Table & Content

1. QUOTATION NOTICE（入札公告）
2. QUOTATION FORM（入札書）
3. CONDITION OF QUOTATION（入札条件）
4. CONDITION OF CONTRACT（契約書及び契約約款）
5. SPECIFICATION（仕様書）
6. SCHEDULE OF QUANTITIES（内訳代金内訳書）

JAPAN INTERNATIONAL COOPERATION AGENCY

(JICA)

QUOTATION NOTICE

Quotations are invited from you for the following works : -

CONSTRUCTION OF FLOOD PROTECTION BUND AND IRRIGATION POND AT THE PROPOSED NATIONAL WATER MANAGEMENT TRAINING CENTRE AT KAMPONG PANJI, KOTA BHARU, KELANTAN.

2. Details of Specifications, Drawings, Quotation Forms etc., may be obtained at the Office of Senior Engineer, Water Management Training Centre, No. 5567 E, Jalan Telipot, Kota Bharu, Kelantan during office hours on any working day until the final date for submission of quotation.

3. The Quotations shall be enclosed in a sealed cover stating clearly the name of works as mentioned above.

The Quotations which is submitted by the Contractor himself, have to be put into the Quotation Box at the Office of Director, JICA Kuala Lumpur Office, Room No. 409 - 411, 4th. Floor, Wisma Central, Jalan Ampang, Kuala Lumpur.

Closing time and date for submission of quotation is 12.00 at noon, 1st. July, 1978.

4. You are invited to the Office of Senior Engineer, Water Management Training Centre, No. 5567 E, Jalan Telipot, Kota Bharu, Kelantan, on 24th. June, 1978 at 11.00 a.m. for an inspection of the site.

5. JICA shall not be bound to accept the lowest or any quotation.

(GENICHI SHIMOMURA)
for DIRECTOR,

JAPAN INTERNATIONAL COOPERATION
AGENCY, KUALA LUMPUR.

Kuala Lumpur: 17th. June, 1978.

CONTRACT No. JICA - KL - 1 of 19 78 for the under-mentioned Works entered into on the 15 day of July 19 78 by the under-signed parties, refers to this Quotation Form which is and shall be read and construed as part of the said Contract.

.....
FOR DIRECTOR,
JAPAN INTERNATIONAL
COOPERATION AGENCY,

.....
(Witness)
FOR DIRECTOR GENERAL,
DRAINAGE AND IRRIGATION
DEPARTMENT, MALAYSIA

Date 12th July, 1978.....

Date 12th July, 1978.....

JAPAN INTERNATIONAL COOPERATION AGENCY
KUALA LUMPUR
(JICA)

QUOTATION FORM

Quotation For Construction of Flood Protection Bund and Irrigation Pond at the Proposed National Water Management Training Centre at Kg. Panji, Kota Bharu, Kelantan.....

in accordance with Drawings Nos JPT. KEL. PLPAK 8 - 10/78..... and any other detail drawings supplied in amplification thereof.

Copies of the Contract Agreement, the Above Drawings and Specification may be seen at the place specified in the Quotation Notice during office hours on any working day until the final date for the submission of quotations.

TO
Director of JICA. KL.,
Room 409 - 411, 4th. Floor ..
Wisma Central, Jalan Ampang, K. L. . .

SIR,

Under and subject to the Conditions of Quotation annexed hereto, the undersigned does hereby quote and offer to execute and perform the works and provisions and supply all labour and materials and everything of every kind respectively named, shown described and alluded to in, or to be inferred from, the Form of Contract Agreement, Conditions of Contract, Specification and Drawings, to be executed and supplied on the part of the Contractor, for the Works above described, in conformity with the said Specification and Drawings and under and subject to the said Conditions of Contract for the lump sum named herein below.

2. The undersigned agrees to be bound by and submit to the said Conditions of Contract and Specification and agrees that the priced Schedule of Rates, after the rates set down therein by the undersigned have been scrutinised and agreed to be the Superintending Officer as reasonable, as by the Conditions of Contract provided, shall form a basis for the valuation of interim certificates and any variation or extra work which may from time to time be ordered by the Superintending Officer.

3. And further, the undersigned agrees to complete the Works within weeks from the date of possession of site or within such extended time as by the Conditions of Contract provided.

4. The total amount of this quotation is the lump sum of Dollars
.....
..... i. e., \$

5. The undersigned desires to be permitted to quote, in due course, for the following work which the undersigned in the ordinary course of business directly carries out and for which Provisional Sums have been included in

the amount of this quotation:

.....
.....
.....

6. Whereas it is understood that you reserve to yourself the right to accept or to refuse this quotation, whether it be lower or higher than any other quotation, or of the same amount, the undersigned agrees that this tender shall remain valid and shall not be withdrawn within ninety (90) days from the final date for submission of quotations.

7. And further, the undersigned agrees, in the event of your acceptance of this quotation, to execute the formal Contract Agreement and to deposit the Security Deposit and the Workmen's Compensation, Fire Insurance and Public Liability Policies and produce the receipts for premiums paid, for inspection, with ten days from posting, or delivery if by hand, of notification of acceptance.

8. The undersigned, confirms, after personal scrutiny, that the documents and drawings used by the undersigned in compiling this quotation are true copies of the documents and drawings included in the Quotation Table Documents.

Signature of Candidate

Address

.....

.....

Date

Witness to Signature of Candidate

Address

.....

.....

Date

CONDITIONS OF QUOTATION

1. The whole of the work set forth in the Drawings and Specification will be let on Contract, subject to the Conditions of Contract.
2. (a) Each candidate must submit, enclosed and sealed in an envelope addressed as stipulated in the Quotation Notice, a genuine quotation on the Quotation Form provided, together with the copy of the Specification with the summary thereof duly filled in and signed.
(b) Each candidate must enter, in the space provided on the Quotation Form, the time he will require to complete the Works.
(c) Any candidate shall, upon written request submit, as soon as possible after such notification, a priced copy of the Schedule of Rates (a blank copy will be provided by the Superintending Officer for this purpose). Such copy shall be fully priced in ink and signed by the candidate.
3. (a) Quotations and documents in connexion therewith as specified above, must be delivered to the place and at or before the time stipulated in the Quotation Notice.
(b) In the case of a quotation not being delivered by hand, the candidate must arrange for his quotation and other documents to be posted in time to reach the stipulated place not later than the stipulated time.
(c) Any quotation delivered after the stipulated time, from whatever cause arising, will not be considered.
(d) In no case will any expenses incurred by a candidate in the preparation of his quotation be allowed.
4. In the event of any candidate being supplied, at his request, with copies of any of the Quotation Table Documents, it shall be the sole responsibility of the candidate to scrutinise such copies and satisfy himself that they are exact copies of those included in the Quotation Table Documents. In the event of any discrepancy being found between any such copies supplied to the candidate and those included in the Quotation Table Documents it shall be the sole responsibility of the candidate to apply to the officer receiving the quotations to have such discrepancy rectified before the final date for submission of quotation stipulated in the Quotation Notice.
5. Quotations shall remain valid for ninety (90) days from the final date for submission of quotations stipulated in the Quotation Notice and no candidate may withdraw his quotation within that period.
6. JICA shall not be bound to accept the lowest or any quotation.
7. The accepted approved candidate (if any) shall be notified of such acceptance by letter within ninety (90) days during which by paragraph 5 hereof the quotation is to remain valid and the said candidate shall within the time stated in the Quotation Form first execute the formal Contract Agreement and then on the same day he shall deposit the Security Deposit for the due performance of the Contract, and also the Workmen's Compensation and Fire Insurance Policies and shall produce for inspection the receipts for premiums paid, all as referred to in the Conditions of Contract. The period for executing the formal Contract Agreement may, however, be extended if the officer receiving the quotations is satisfied that adequate reasons exist for doing so.
8. Every notice to be given to a candidate may be posted to the candidate's address given in the quotation and such posting shall be deemed good service of such notice.
9. The words "approved candidate" shall mean that the candidate shall be approved by the officer receiving the quotations and shall have complied with these conditions of quotation in every respect.
10. The word "candidate" in these conditions shall be deemed to include two or more persons. The word "his" may also mean "her" or "their" and the word "he" may also mean "she" or "they".

(JICA 1. 7/78)

THIS FORM TO BE USED WHERE QUANTITIES DO NOT FORM
PART OF THE CONTRACT

CONTRACT No JICA - K. L. - 1 OF 19 78

A CONTRACT made the 15 day of July 19 78

BETWEEN SINARLIM SDN BHD

of (or whose Registered Office is situate at) 22, Jalan Batu Bungkal,
Ipoh, Perak

hereinafter called "the Contractor", of the one part and Japan Interna-
tional Cooperation Agency, Kuala Lumpur hereinafter called "JICA",
of the other part.

WHEREAS JICA is desirous of + Construction of Flood Protection Bund
and Irrigation Pond at the proposed Water Management Training Centre
.....

at .Kg. Panji, Kota Bharu.... and caused Drawings and a Specification
describing the work to be done to be prepared :

AND WHEREAS the said Drawings numbered .J.P.T. .KEL. .PLPAK.
8-10/78

.....
(hereinafter referred to as the Contract Drawings) and the Specification,
Schedule of Rates, Quotation Form and Letter of Acceptance of Quotation
have been signed by or on behalf of the parties hereto :

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. For the consideration hereinafter mentioned the Contractor will upon
and subject to the Conditions annexed hereto execute and complete the
Works shown upon the said Drawings or described or referred to in the
said Specification and Conditions.

2. JICA will pay the Contractor the sum of Dollars
.....
\$.....) or such other sum as shall become payable hereunder
at the times and in the manner specified in the said Conditions, and here-
inafter referred to as the Contract Sum.

3. The term "Contract" wherever used herein and in all contract documents
shall mean the documents forming the quotation and acceptance thereof,
together with the documents referred to therein including the Conditions
annexed hereto, the Specification, Schedule of Rates and Drawings and all
these documents taken together shall be deemed to form one contract and
shall be complementary to one another.

* State the nature and scope of the intended Works.

4. The term "Superintending Officer" (or the initials "S. O. ") wherever used hereinafter and in all contract documents shall mean the Director of JICA, Kuala Lumpur, and his successors in office and also such person or persons as may be deputed by him in writing to act on his behalf for the purpose of this Contract. During the continuance of this Contract, any person acting for the Superintending Officer, or exercising his authority, or any successor in office of such Superintending Officer, shall not disregard or over-rule any decision, approval or direction given to the Contractor, in writing, by his predecessor, unless he is satisfied that such action will cause no pecuniary loss to the Contractor or unless such action be ordered as a variation to be adjusted as hereinafter provided.

5. The terms "Approved" and "Directed" wherever used hereinafter and in all contract documents shall mean the approval and direction in writing of the Superintending Officer.

6. The term "Contractor" wherever used herein and in all contract documents shall mean the person or persons, partnership, firm or company whose tender for the Works has been accepted and who has or have signed this Contract, and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representative.

7. The term "Works" wherever used herein and in all contract documents shall mean all or any portion of the work, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this Contract and whether the same may be on the building site or not.

8. Words importing the singular only also include the plural and vice versa where the context requires.

9. All dimensions and measures shown on the drawings and given in the Specification shall be taken to be in the Metric System.

As witness our hands the day and year first above written.

Signed by the said +

.....
SINARLIM SDN. BHD.....

.....
in the presence of

Name

Address

Description

Signed by the ‡

.....
for and behalf of JICA

in the presence of

Name

Address WMTC, 5567E, JALAN.
TELIPOT, K. B.....

Description

.....
Contractor's signature

.....
Officer's signature

.....
Ir. A. Lyander,
FOR Director General, Drainage and
Irrigation Department, Malaysia.

+ Contractor's name in block capitals.

‡ Officials designation of officer, in block capitals.

THE CONDITIONS HEREINBEFORE REFERRED TO

1. (a) The Contractor shall carry out and complete the Works in accordance with this Contract in every respect in accordance with the directions and to the reasonable satisfaction of the Superintending Officer, who may in his absolute discretion and from time to time issue further drawings, details, and/or written instructions, written directions and written explanations (all of which are hereafter collectively referred to as "Superintending Officer's Instructions") in regard to:

Scope of Contract.

- (i) the variation or modification of the design, quality or quantity of the Works or the addition or omission or substitution of any work;
- (ii) any discrepancy in the Drawings or between the Drawings and Specification;
- (iii) the removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials therefor;
- (iv) the removal and/or re-execution of any works executed by the Contractor;
- (v) the dismissal from the Works of any person mentioned in Clause 11 hereof employed thereupon;
- (vi) the opening up for inspection of any work covered up;
- (vii) the amending and making good of any defects under Clause 18.

(b) The Contractor shall forthwith comply with and duly execute any work comprised in such Superintending Officer's Instructions provided that verbal instructions, directions and explanations given to the Contractor or his foreman upon the Works by the Superintending Officer shall, if involving a variation, be confirmed in writing to the Contractor by the Superintending Officer within seven days and, if not dissented from in writing within a further seven days to the Superintending Officer by the Contractor, shall be deemed to be Superintending Officer's Instructions. If compliance with Superintending Officer's Instructions as aforesaid involves any variation such variation shall be dealt with under Clause 14 hereof as an authorised variation and the value thereof added to or deducted from the Contract Sum.

(c) If compliance with Superintending Officer's Instructions as aforesaid involves expense or loss beyond that reasonably contemplated by the Contract then, unless the same were issued owing to some breach of this Contract by the Contractor, the amount of such expense or loss shall be ascertained by the Superintending Officer and added to the Contract Sum.

(d) Notwithstanding any provision to the contrary in these Conditions contained, it is hereby agreed that the right to take action and/or initiate proceedings on behalf of JICA under Clauses 32, 33, 35, 36 or 41 hereof is expressly reserved to the senior officer, for the time being,

2. The Contractor shall notify to the Superintending Officer an address whereat notices and Superintending Officer's Instructions under this Contract may be served upon him. In the event of the Contractor failing to notify the Superintending Officer of such an address, notices shall be deemed served upon the Contractor if sent by registered post to the address stated in this Contract or left at his office on the site, and a receipt obtained from the Contractor's representative.

Notices.

3. The Contractor before the signing hereof shall furnish to the Superintending Officer a fully priced copy of the Schedule of Rates and the rates set down therein by the Contractor shall be subject to agreement with the Superintending Officer as to their reasonableness. The Contract Agreement, Contract Drawings, Specification and the priced copy of the Schedule of Rates aforesaid shall remain in the custody of J I C A and shall be produced as and when required by the Contractor. The Superintending Officer shall furnish to the Contractor one copy of the Contract Agreement and two copies of the signed Contract Drawings and of the Specification and one copy of the Schedule of Rates, free of cost, and one copy of all further Drawings issued during the progress of the Works. The Contractor shall keep one copy of all Contract Drawings and the Specification on the site and the Superintending Officer shall at all reasonable times have access to the same. Upon final payment to the Contractor he shall forthwith return to the Superintending Officer all Drawings and Specifications.

Drawings and Specifications, etc.

J I C A shall not divulge or use any information contained in the priced copy of the Schedule of Rates otherwise than for the purposes of this Contract.

4. The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings and Specification taken together whether the same may or may not be particularly shown or described provided that the same is reasonably to be inferred therefrom and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Superintending Officer who shall decide which shall be followed. Figured dimensions shall be taken in preference to the scale mentioned on or attached to any Drawings.

Contractor to provide everything necessary.

5. (a) The Contractor shall comply with and give notices required by any written law, regulations and by-laws of any local authority and/or any public service company or authority relating to the Works or with whose system the same are or will be connected and he shall pay and indemnify the Government against any fees or charges demandable by law thereunder in respect of the Works; provided that the said fees and charges if not expressly included in the Contract Sum by way of Provisional Sum or otherwise shall be added to the Contract Sum and be payable to the Contractor accordingly.

Local and other authorities' notices and fees.

(b) The Contractor before making any variation from the Drawings or Specification necessitated by such compliance shall give to the Superintending Officer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.

(c) If the Contractor within seven days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question and any variation necessitated as aforesaid shall be deemed a variation under Clauses 13 and 14 hereof and dealt with as such.

6. The Contractor shall set out the Works and during the progress thereof he shall amend at his own cost any errors arising from inaccurate setting out, unless the Superintending Officer shall otherwise decide. Any assistance which the Superintending Officer may render to the Contractor in setting out shall in no way relieve the Contractor of entire responsibility for the correctness of all setting out. Setting out

7. All materials and workmanship shall so far as procurable be of the respective kinds described in the Specification and the Contractor shall upon the request of the Superintending Officer furnish with vouchers to prove that the materials comply therewith. The Contractor shall arrange for and/or carry out any test of any materials which the Superintending Officer may in writing require and the cost thereof shall be added to the Contract Sum unless provided for in the Specification by way of Provisional Sum or otherwise or unless the test shows that the said materials and/or workmanship are not in accordance with this clause. Materials and workmanship to conform to description

8. No work shall be done on:
(i) the weekly day of rest, or
(ii) any public holiday which is recognised in the district where this Contract is being carried out, or
(iii) between the hours of six in the evening and six in the following morning;
without the written permission of the Superintending Officer. Days and hours of working.

9. The Contractor shall keep constantly on the site of the Works a competent general foreman and such assistants in each trade as may be necessary who must be capable of receiving verbal instructions in English. Any directions or explanations given to such foreman and his assistants shall be held to have been given to the Contractor in pursuance of Clause 1 hereof. Foreman and Assistants.

10 (a) The Contractor shall employ in the execution of the contract only Malaysian Citizens as workmen, unless he can show to the satisfaction of the Minister of Works, Posts and Telecommunications, that in any particular trade or skill required to complete the contract insufficient Malaysian Citizens are available. Employment of Malaysian Citizens

(b) The ratio of Malaysian Citizens who shall be employed by the Contractor in the execution of the contract shall reflect the racial ratio of the citizens of this country. This ratio can be varied only with the written consent of the Superintending Officer.

(c) The Contractor shall submit, at the request of the State Commissioner for Labour of the State in which this contract is performed or at the request of the Assistant State Commissioner for Labour of the area in which this contract is performed, such returns as may be called for from time to time in respect of labour employed by him and by his sub-contractors on the execution of the contract, under penalty of cancellation of his registration as a Government Contractor in the event of failure to make returns or of submission of false returns.

11. The Contractor shall only employ such technical staff, foremen, artificers and labourers on the Works as are thoroughly efficient and of good character. If in the sole opinion of the Superintending Officer, any person employed by the Contractor misconducts himself or has caused quarrels or delays or is incompetent the Contractor when so directed by the Superintending Officer in writing shall at once remove such person from the Works and he shall not again be employed on the Works without the written permission of the Superintending Officer. Discharge of workmen.

12. The Superintending Officer and/or his representatives shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor where work is being prepared for the Contract. Access for Superintending Officer to works.

13 (a) The Superintending Officer may at any time during the progress of the Works, by order in writing under his hand, make or cause to be made any variations from the original Drawings and Specification by way of addition or omission or otherwise deviating therefrom and the said Works shall be executed according to the said variations or deviations under his direction and to his satisfaction as if the same had been included in the said original Drawings and Specification; and any work or materials which shall be ordered not to be done or used shall be omitted or shall not be used by the Contractor. Variations and extras.

(b) The Superintending Officer shall have the right by varying the Drawings and Specification as provided in the last preceding sub-clause to increase or decrease the quantities of any item or items, or to omit any item or items or to insert any additional item or items without the consent of the Contractor provided that the Contract Sum be not thereby increased or decreased in value more than twenty per cent.

(c) In the event of the Contract Sum being decreased by more than twenty per cent, provided that no other agreement is entered into, a sum shall be paid to the Contractor not exceeding five per cent of the amount by which the Contract Sum is decreased beyond such twenty per cent.

14 (a) No variation shall vitiate this Contract. All variations and extras, authorised as herein provided, or subsequently sanctioned by the Superintending Officer in writing shall be measured by the Superintending Officer and the Contractor shall be given the opportunity of being present during such measuring and taking such notes and measurements as he requires. The Contractor shall be supplied with a copy of the measured bill on or before the date of the Superintending Officer's certificate in respect of such variations and extras and the variation thereof unless previously or otherwise agreed shall be made in accordance with the following rules: Payment for variations and extras; Final measurement.

- (i) The rates in the Schedule of Rates after adjustment if necessary, as provided in Clause 3 hereof, shall determine the valuation of extra work of similar character executed under similar conditions as work priced therein;
- (ii) The said rates, where extra works are not of a similar character or executed under similar conditions as aforesaid, shall be the basis of rates for the same so far as may be reasonable, failing which, a fair valuation thereof shall be made based upon rates for similar work in the locality current at the time the extra works are executed;
- (iii) Where extra work cannot properly be measured or valued the Contractor shall be allowed day-work prices plus fifteen per cent which shall include for the use of all ordinary plant, tools, scaffolding, supervision and profit, provided that vouchers specifying the time and materials employed shall have been delivered for verification to the Superintending Officer at or before the end of the week following that in which the work shall have been done. Day-work prices for the purposes of this Contract shall be taken to mean the actual prime cost to the Contractor of his material, transport and labour for the work concerned and the Contractor shall, if required by the Superintending Officer, produce his receipted bills and wages books in support thereof;
- (iv) The said rates in the Schedule of Rates shall determine the valuation of items omitted; provided that if omissions vary the conditions under which any remaining items of work are carried out, the rates for such remaining items shall be valued under (ii) hereof.

(b) The Contractor shall submit claims for any work or circumstance on account of which he may consider that he is entitled to extra payment within one week from the time of the commencement of such work or occurrence of such circumstance and all such claims must be accompanied by full particulars and must state under which provision of the Contract it is claimed that payment shall be made.

(c) The amount to be allowed on either side in respect of variations and extras, ascertained as above described, shall be added to or deducted from the Contract Sum as the case may be.

(d) The measurements and valuation of the Works shall be completed within the "Period of Final Measurement" stated in the Appendix or if not so stated then within three months of the completion of the Works. Interim measurements and valuation shall be made whenever necessary to enable the Superintending Officer to issue certificates under Clause 39 hereof.

15. The Superintending Officer shall be entitled to deduct any money the Contractor shall be liable to pay under the Contract to J I C A, from any sum which may become payable to the Contractor hereunder and the Superintending Officer in issuing his certificates as provided in Clause 39 shall have regard to any sums so chargeable against the Contractor; provided always that this provision shall not affect any other remedy by action at law or otherwise to which J I C A may be entitled for the recovery of such moneys.

Deductions from money due to Contractor.

16. Any statements as to quantities of work supplied to the Contractor for the purpose of preparing an estimate shall not form nor be deemed to form any part of this Contract. The quality and quantity of the works included in the Contract Sum shall be deemed to be that which is shown upon the Contract Drawings or described in the Specification.

Quantities.

17. Where in any certificate on which the Contractor has received payment the Superintending Officer has included an amount in respect of any unfixed materials intended for incorporation in the Works and placed on or adjacent to the site, such materials for any loss of or damage to which the Contractor shall be responsible shall not be removed except for use upon the Works without the authority of the Superintending Officer in writing.

Unfixed materials when taken into account not to be removed from site.

18. (a) Any defects, shrinkage or other faults either of materials or workmanship which may appear within the Defects Liability Period stated in the Appendix hereto or if none stated then within six months due to materials or workmanship not in accordance with this Contract shall within a reasonable time after receipt of the Superintending Officer's written instruction be made good by the Contractor and at his own cost.

Defects after completion

(b) If the Contractor shall fail to carry out any such instructions of the Superintending Officer, as by the preceding sub-clause provided, within such reasonable time as may be specified in the order, the materials or work so affected may at the option of the Superintending Officer be made good by him in such manner as he may think fit, in which case the cost thereby incurred shall be deducted from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as a liquidated demand in money.

(c) If any defects be such that, in the opinion of the Superintending Officer, it shall be impracticable or inconvenient to remedy the same, he shall ascertain the diminution in the value of the Works due to the existence of such defect and deduct the amount of such diminution from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as a liquidated demand in money.

19. The Contractor shall not without the written consent of the Superintending Officer first obtained assign this Contract or sub-contract all or any portion of the Works; provided that such consent shall not be unreasonably withheld to the prejudice of the Contractor. In the event of any portion of the Works being sub-contracted with the written consent of the Superintending Officer the Contractor shall be solely and personally responsible for the due observance by such authorised sub-contractors of all the terms, stipulations and Conditions herein expressed.

Sub-contractors

20. The Contractor shall not cause permit or suffer to be issued in satisfaction of any decree, judgment or other order given or to be given against the Contractor any notice of garnishment binding any property of the Contractor which is in the possession of J I C A.

Notice of garnishment.

21. (a) If established industrial rates and conditions of employment (as hereinafter defined) exist in the district in which this Contract is to be performed, the Contractor shall in respect of all workmen employed by him in and for the performance of this Contract pay rates of wages and observe conditions of employment not less favourable than such established industrial rates and conditions of employment. Fair wages.
- (b) If no established industrial rates and conditions exist in the said district the Contractor shall in respect of the said workmen pay rates of wages and observe conditions of employment not less favourable than the established industrial rates and conditions existing in other districts for similar work carried on under similar circumstances.
- (c) In the absence of any established industrial rates and conditions the Contractor shall in respect of the said workmen pay rates of wages and observe conditions of employment not less favourable than those established for Malaysian Government employees engaged in similar trades or occupations.
- (d) In this clause the expression "established industrial rates and conditions" means rates of wages and hours and conditions of employment established for the trade or industry concerned by agreement, negotiation or arbitration the parties to which are organisations of employers and trade unions representing respectively substantial proportions of the employers and workmen engaged in the said trade or industry.
22. In the event of any dispute or difference arising as to the rates of wages to be paid or the conditions of employment to be observed in accordance with Clause 21 hereof, such dispute or difference shall, unless otherwise disposed of, be referred to the Commissioner for Labour for decision, provided that in the event of any party being aggrieved an appeal shall lie to an Appeal Tribunal to be appointed by the Yang di-Pertuan Agong or the Ruler in Council as the case may be. Dispute as to wages
23. The Contractor shall keep proper wages books and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of this Contract and shall produce such wages books and time sheets on demand for inspection by any persons duly authorised by the Superintending Officer in that behalf, and shall furnish to the Superintending Officer or his duly authorised representative such information relating to the wages and conditions of employment of such workmen as the Superintending Officer or his duly authorised representative may from time to time require. Wages books and time sheets.
24. No child under the age of fourteen years by English reckoning shall be employed in any work to be performed under this Contract. Children under 14
25. The Contractor shall recognise the freedom of all workmen employed by him in and for the performance of this Contract to be members of registered trade unions and shall not in any manner prevent or discourage or attempt to prevent or discourage any such workman from becoming a member of a registered trade union or discriminate against any such workman who is a member of a registered trade union. Trade Unions
26. The Contractor shall comply with all the provisions of the Employees' Provident Fund Ordinance, 1951 (F.M. Ordinance No. 21 of 1951) as amended and with the provisions of all Regulations and Rules from time to time made thereunder and shall in particular be responsible for the payment into the Employees' Provident Fund of all contributions required under that Ordinance in respect of all persons employed by the Contractor or any authorised Sub-Contractor in and for the performance of this Contract. Employees' Provident Fund contributions
27. In the event of default being made in the payment of any money in respect of wages and/or Employees' Provident Fund Contributions of any workman employed by the Contractor in and for the performance of this Contract and if a claim therefor is filed in an office of the Department of Labour and proof thereof is furnished to the satisfaction of an officer of the said Department, the Superintending Officer may, failing the payment of the said money by the Contractor, make payment of such claim to the Commissioner for Labour or his representative out of any moneys at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor under and by virtue of this Contract. Default in payment of wages
28. (a) *Injury to persons*—The Contractor shall indemnify JICA and Government in respect of any liability, loss, claim or proceedings whatsoever whether arising at common law or by statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or neglect of J I C A or its servants. Damage to persons and property
- (b) *Injury to property*—The Contractor shall be liable for and shall indemnify JICA and Government in respect of any liability, loss, claim or proceedings and for any injury or damage whatsoever arising out of or in the course of or by reason of the execution of the Works to any property real or personal due to any negligence, omission or default of himself, his agents or his servants or any authorised sub-contractor or to any circumstances within his control.
- (c) Without prejudice to his liability to indemnify JICA and the Government under sub-clauses (a) and (b) above, the Contractor shall effect and shall cause any Sub-Contractor to effect such insurances as are necessary to cover the liability of the Contractor and shall produce the approved relevant policy or policies and premium receipts to be deposited with the Superintending Officer. Should the Contractor make default in insuring, J I C A may insure against any risk with respect to which the default shall have occurred and may deduct the premiums paid from any moneys due or to become due to the Contractor.

29 (a) The Contractor shall forthwith and as a condition precedent to the commencement of any work under this Contract take out at his own expense with an insurance company to be approved by the Superintending Officer in writing a policy or policies of insurance indemnifying the Contractor, JICA and the Government including for this purpose every officer and department thereof from all liabilities arising out of claims by any and every workman employed in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen's Compensation Legislation or any other law amending or replacing such Legislation and from all costs and expenses incidental or consequential thereto.

Workmen's
Compensation.

(b) The said policy or policies so taken out shall be endorsed as follows:

Endorsement "A"—"It is hereby understood and agreed that in the event of any workman employed by the within Insured or by the Insured's Contractors as referred to in Endorsement "B" hereon or any dependant of such workmen, bringing or making a claim under the Workmen's Compensation Legislation in force in Malaysia against any officer of JICA and the Government of Malaysia or any State thereof for personal injury or disease sustained whilst at work on any Contract covered by the terms and conditions of the within policy which the Insured may be carrying out for the said officer or JICA and Government, the Company will indemnify the said officer or JICA and Government against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said legislation."

Endorsement "B"—"It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards Claims under the Workmen's Compensation Legislation in force in Malaysia."

(c) The said policy or policies so taken out shall be deposited with the Superintending Officer and the Contractor shall maintain it or them in full force and effect by payment of all premiums from time to time on the first day on which the same ought to be paid and until the completion of this Contract and upon demand the Contractor shall produce to the Superintending Officer the last receipt for payment of such premiums.

(d) If any default is made by the Contractor in complying with the terms of this clause the Superintending Officer may without prejudice to any other remedy available to J I C A and Government for breach of any terms of this Contract:

(i) Withhold all payments which would otherwise be due to the Contractor under this Contract and out of such moneys so withheld satisfy any claims for compensation by workmen that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance and/or

(ii) pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any moneys due or to become due to the Contractor.

(e) Nothing in this clause shall be construed to take away or waive or in any manner to modify the right of JICA and the Government to be indemnified by the Contractor in respect of all compensation, costs and other expenses whatsoever which by reason of the Contractor's default or otherwise become payable by JICA under the said Legislation or other law.

30. (a) The Contractor shall insure against loss or damage by fire all works and buildings constructed or in course of construction in pursuance of or for the purposes of this Contract and all materials and other things delivered on to the site and approved by the Superintending Officer and ready for incorporation in such works and buildings and shall keep the same insured until such works, buildings and things respectively are handed over to the Superintending Officer.

Fire
Insurance.

(b) The said insurance shall be effected with an insurance company to be approved in writing by the Superintending Officer and in the name of J I C A for the full value of the works executed together with all materials on site including any materials supplied by or the property of J I C A, and the Contractor shall deposit with the Superintending Officer the policies and the receipts for the premiums paid for such insurance.

(c) In case of failure by the Contractor to effect or renew such insurance the Superintending Officer may himself effect or renew such insurance and pay the premium in respect thereof and deduct the amount so expended from any moneys due or to become due to the Contractor.

(d) In the event of loss or damage by fire to any works, buildings, materials or things insured under this clause all moneys received by J I C A under the insurance policies shall be paid by the Superintending Officer to the Contractor by such instalments as the Superintending Officer may deem reasonable and shall be applied by the Contractor in or towards the rebuilding, repair or replacement of the works, buildings, materials or things destroyed or damaged and the Contractor shall on receipt of such moneys proceed with all due diligence to effect such rebuilding, repair or replacement as aforesaid and shall have no claim to any payment in respect thereof beyond the payment to him of the said moneys; provided that in case of any such loss or damage by fire as aforesaid the Superintending Officer shall allow the Contractor such extension of time for the performance of this Contract as shall be just and reasonable.

31. (a) No work on this Contract shall be commenced unless and until the Contract Agreement shall have been executed by all parties thereto nor until the Security Deposit stipulated under Clause 38 hereof shall have been deposited with J I C A and the receipt therefor produced for the inspection of the Superintending Officer.

Date for
possession and
completion.

(b) Possession of the site as complete as may be reasonably possible but not so as to constitute a tenancy, shall be given on or before the "date for possession" stated in the Appendix to the Contractor who shall thereupon and forthwith commence the Works and regularly proceed with and complete the same (except such painting or other decorative work as the Superintending Officer may instruct him to delay) on or before the "date for completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

(c) In the event of any delay in giving possession of the site, the date of giving possession of the site shall be certified by the Superintending Officer and such certified date shall be considered as the date of commencement. The Contractor shall not be entitled to claim for any loss or damage caused by such want of possession.

(d) When the Works have been completely executed according to the provisions of the Contract and to the satisfaction of the Superintending Officer, the date of such completion shall be certified by him and such date shall be the date of commencement of the Defects Liability Period as provided in Clause 18 hereof.

32. If the Contractor fails to complete the Work by the date in the Appendix or within any extended time under Clause 33 hereof and the Superintending Officer certifies in writing that in his opinion the same ought reasonably so to have been completed the Contractor shall pay or allow to J I C A a sum calculated at the rate stated in the Appendix as liquidated and ascertained damages for the period during which the said Works shall so remain or have remained incomplete and the Superintending Officer may deduct such damages from any moneys due to the Contractor.

Damages for non-completion.

33. Upon it becoming reasonably apparent that the Works is delayed, the Contractor shall forthwith give written notice of the cause of delay to the Superintending Officer, and if in the opinion of the Superintending Officer the completion of the Works is likely to be or has been delayed beyond the Date of Completion stated in the Appendix to these Conditions or beyond any extended time previously fixed under this clause,

Delay and extension of time.

(a) by *force majeure*, or

(b) by reasons of any exceptionally inclement weather, or

(c) by reason of directions given by the Superintending Officer, consequential upon disputes with neighbouring owners, or

(d) by reason of Superintending Officer's Instructions issued under clause I of these Conditions, or

(e) by reason of the Contractor not having received in due time necessary instructions, drawings, or levels from the Superintending Officer for which he shall have specifically applied in writing on a date which having regard to the Date of Completion stated in the Appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) by reason of civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed upon the Works, or

(g) by delay on the part of artists, tradesmen or others engaged by J I C A in executing work not forming part of this Contract,

then the Superintending Officer shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable extension of time for the completion of the Works. Provided always that the Contractor shall use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Superintending Officer to proceed with the Works.

34. If the Contractor, after receipt of a written notice from the Superintending Officer requiring compliance within seven days, fails to comply with such further drawings and/or Superintending Officer's Instructions the Superintending Officer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Superintending Officer as a debt or may be deducted by him from any moneys due or to become due to the Contractor.

Failure by Contractor to comply with Superintending Officer's Instructions

35. (a) *Default*—If the Contractor shall make default in any of the following respects, namely:

(i) without reasonable cause wholly suspends the Works before completion;

(ii) fails to proceed with the Works with reasonable diligence;

(iii) refuses or to a substantial degree persistently neglects after notice in writing from the Superintending Officer to remove defective work or improper materials,

then, if any such default shall continue for seven days after a notice sent by registered post to the Contractor from the Superintending Officer specifying the same, the Superintending Officer may (without prejudice to any other rights herein contained) thereupon by notice sent by registered post determine this Contract; provided that notice hereunder shall not be given unreasonably or vexatiously and such notice shall be void if J I C A is at the time of the notice in breach of this Contract.

Determination of Contract by the Superintending Officer.

(b) *Bankruptcy or Assignment*—If the Contractor:

(i) commits an act of bankruptcy; or

(ii) becomes insolvent or compounds with or makes any assignments for the benefit of his creditors; or

(iii) assigns or sub-contracts the Contract or any portion thereof without the written permission of the Superintending Officer;

then, and in any such event, the Superintending Officer may without prejudice to any other rights herein contained by a notice sent by registered post determine this Contract.

(c) In either of the above cases the following shall apply, namely:

- (i) J I C A may carry out and complete the Works departmentally or employ and pay a contractor or other person or persons to carry out and complete the Works and he or they may enter upon the site and use all materials, temporary buildings, plant and appliances thereon, and may purchase all materials necessary for the purposes aforesaid.
- (ii) The Contractor shall if so required by the Superintending Officer assign to J I C A without further payment the benefit of any contract for the supply of materials and/or works intended for use under this Contract or for the execution of any works and J I C A shall pay the agreed price (if unpaid) for such materials or works supplied or executed after the said determination.
- (iii) The Contractor shall during the execution or after completion of the works under this clause as and when required remove from the site his temporary buildings, plant, appliances and any materials within such reasonable time as the Superintending Officer may specify in a written notice to him and in default J I C A may (without being responsible for any loss or damage) remove and sell the same, holding the proceeds less all costs incurred to the credit of the Contractor.
- (iv) Until completion of the Works under this clause no payment shall be made to the Contractor under this Contract; provided that, upon completion as aforesaid and the verification within a reasonable time of the accounts therefor, the Superintending Officer shall certify the amount of expenses properly incurred by J I C A; and if such amount added to the moneys paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion the difference shall be a debt payable to J I C A by the Contractor; and if the said amount added to the said moneys be less than the said total amount the difference shall be a debt payable by J I C A to the Contractor.
- (v) In the event of the completion of the Works being undertaken departmentally, allowance shall be made, when ascertaining the amount to be certified as expenses properly incurred by J I C A, for the cost of supervision, interest and depreciation on plant and all other usual overhead charges and profit, as would be incurred were the work carried out by a contractor.

36. If during the performance of this Contract a state of war in which the Government is involved or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exists which has materially affected the fulfilment of this Contract any question respecting the continuance suspension or determination of this Contract shall be settled by mutual agreement between the Superintending Officer and the Contractor or failing such agreement shall be settled as provided in Clause 41 of this Contract.

Effect of war, riot, floods, etc

37. (a) The words "Prime Cost" or the initials "P.C." applied in the Specification to goods to be obtained and fixed by the Contractor, shall mean, unless otherwise stated in the said Specification, the net sum paid to the Merchant after deducting all trade discounts for such goods in the ordinary course of delivery, but not deducting discount for cash.

Prime cost, prov. and sums and rates

(b) Items in the Specification containing the words "Prime Cost" or the initials "P.C." shall be dealt with as follows, namely:

The Superintending Officer shall debit the Contractor with all such items as they are carried out to the money column in the Schedule of Rates; he shall then credit the Contractor with such sums (as defined in sub-clause (a)) as are actually paid by him which correspond to the several "Prime Cost" or "P.C." amounts and an amount in each case proportional to the respective sums, if any, added by the Contractor in carrying out the items to the money column as aforesaid, provided that where in the opinion of the Superintending Officer the Contractor has incurred expense for special packing or special carriage the Superintending Officer shall allow for the same as part of the sums actually paid by the Contractor. Any goods or works for which P.C. sums are provided in the Specification to be included in the Contract Sum may, if the Superintending Officer so decides, be treated as Provisional Sums and dealt with under the sub-clause (c) next following.

(c) The Provisional Sums mentioned in the Specification for materials to be supplied or for work to be performed by approved sub-contractors or for other work or fittings to the Works shall be paid and expended at such times and in such amounts in favour of such persons as the Superintending Officer shall direct and sums so expended shall be payable by the Contractor without discount or deduction. The value of works which are executed by the Contractor in respect of Provisional Sums or in additional works shall be ascertained as provided in Clause 14 hereof. At the settlement of the accounts the amount paid by the Contractor to the said approved sub-contractors or suppliers and the said value of such works executed by the Contractor shall be set against all such Provisional Sums or any sum provided for additional works and the balance after allowing *pro rata* for the Contractor's profits at the rates contained in the Schedule of Rates (*vide* Clause 3 hereof) shall be added to or deducted from the Contract Sum; provided that no deductions shall be made by or on behalf of J I C A in respect of any damages paid or allowed by any approved sub-contractor to the Contractor the intention being that the Contractor and not J I C A shall have the benefit of any such damages.

(d) The Contractor shall permit the execution of work by artists or tradesmen who may be engaged by the Superintending Officer.

(e) Where the Contractor in the ordinary course of his business directly carries out works for which Provisional Sums are contained in the Specification and where such works are set out in the Appendix hereto and the Superintending Officer is prepared to accept tenders from the Contractor for such works the Contractor shall be permitted to tender for the same or any of them without prejudice to J I C A's right to reject the lowest or any tender. If the tender of the Contractor for any work included in any Provisional Sum is accepted, such tender shall be held to include the profit and the Contractor shall not be entitled to profit, *pro rata*, on the amount stated in his tender notwithstanding any provision to the contrary in Clause 37 (c) herein.

38. The Contractor shall, as a condition precedent to the commencement of any work under this Contract, deposit with J I C A, a cash amount or an approved banker's guarantee equal to five per cent of the Contract Sum as a fund (hereinafter referred to as the "Security Deposit"). It is agreed that the Superintending Officer may utilize and make payments out of or deductions from the said Security Deposit in accordance with the terms of this Contract. Security Deposit.

39. (a) When work to the value of the sum referred to in the Appendix (or less at the discretion of the Superintending Officer) has been executed by the Contractor in accordance with the terms of this Contract the Superintending Officer shall at that time issue to the Contractor a certificate shewing the estimated total value of the work done up to the date of such certificate. Progress payments

(b) An amount in respect of unfixed materials and things properly supplied and stored upon the site and ready and fit for early incorporation in the Works may, unless in the opinion of the Superintending Officer there is reason to the contrary, be included in the estimated total value of work from time to time certified under this clause as having been done by the Contractor but if so included the amount in respect of such unfixed materials and things shall be separately stated and the amount of materials and things certified shall not exceed 75 per cent of their full value.

(c) Within a number of days not exceeding that referred to in the Appendix of the issue of any such certificate J I C A will make a payment to the Contractor in connection with the work and/or materials referred to in that certificate.

(d) Such payment shall after taking into account any payments previously made and amounts previously retained as hereinafter mentioned amount only to ninety per centum of the estimated total value of the work and/or materials certified to have been done and/or supplied the remaining ten per centum being retained as a fund (hereinafter called the Retention Fund) which fund shall be additional to the Security Deposit deposited in accordance with the terms of this Contract.

Provided that when the sums retained as Retention Fund amount in the aggregate to a sum equivalent to five per centum of the Contract Sum then any subsequent payment made in connection with any subsequent certificate issued by the Superintending Officer shall amount to the full value of the work and/or materials certified in any such certificate to have been executed and/or supplied less all payments previously made and less all sums previously retained as part of the Retention Fund.

(e) When the Works have been completed no payment shall be made on the final certificate issued under this clause until the Contractor shall have satisfied the Superintending Officer by means of a certificate signed by or on behalf of the Commissioner for Labour, to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by authorised sub-contractors engaged directly by the Contractor have received all wages due to them in connection with such employment, and that all dues under the Labour Code and all contributions to the Employees' Provident Fund required under the Ordinance have been paid.

(f) No certificate of the Superintending Officer shall be considered conclusive evidence as to the sufficiency of any work or materials to which it relates nor shall it relieve the Contractor from his liability to amend and make good all defects, shrinkages, other faults or damage as provided by this Contract.

40. (a) The Retention Fund (or any balance thereof remaining for the credit of the Contractor) shall be released on the completion of the whole of the Works comprised in this Contract and shall be refunded immediately upon the giving of the certificate under sub-clause (d) of Clause 31 of this Contract. Payment of Security Deposit and Provisional Sums

(b) The Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released on the completion of the whole of the Works comprised in this Contract and shall be refunded immediately upon the giving of the certificate under sub-clause (d) of Clause 31 of this Contract.

(c) Nothing in this clause shall be construed to take away or to waive or in any manner to modify the right of J I C A stated in Clause 18 herein.

41. Provided always that in case any dispute or difference except a dispute or difference as to rates of wages or conditions of employment of workmen employed by the Contractor in and for the performance of this Contract including workmen employed by nominated sub-contractors and by authorised sub-contractors engaged directly by the Contractor shall arise between Government or the Superintending Officer on its behalf and the Contractor, either during the progress or after completion of the Works or after the determination, abandonment, or breach of the Contract as to the construction of the Contract or as to any matter or thing arising thereunder, or as to the withholding by the Superintending Officer of any certificate to which the Contractor may claim to be entitled, then the Superintending Officer shall determine such dispute or difference by a written decision given to the Contractor. The said decision shall be final and binding on the parties unless the Contractor within 14 days of the receipt thereof by written notice to the Superintending Officer disputes the same. In which case or in case the Superintending Officer for 14 days after a written request to him by the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to the arbitration and final decision of a person nominated and appointed by agreement between the Superintending Officer and the Contractor or, in event of his death or unwillingness or inability to act, or, if the Superintending Officer and Contractor fail to agree, of an arbitrator nominated by the chief executive officer of J I C A providing the funds for this Contract and the award of such Arbitrator shall be final and binding on the parties. Such reference, except on the question of certificates, shall not be commenced until after the completion or alleged completion of the Works, unless with the written consent of the Superintending Officer and the Contractor. The Arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid in the same manner as if no such certificate, opinion, decision, requisition or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Enactment. Arbitration

42. The proper Stamp Duty, if any, on this Contract will be borne by the Contractor.

Stamp Duty

APPENDIX

Clause

14	Three Months	Period of Final Measurement (if none stated is three months).
18	Three	months. Defects Liability Period (if none stated is six months.)
31	20th. July	Date for Possession.
31	19th. October	Date for Completion.
32	Dollars : Twenty Only	Liquidated and ascertained damages at the rate of \$ 20.00 per day
37	Work, covered by Provisional Sums, for which the Contractor will be permitted to tender.
.....	
.....	
.....	
.....	
39 (a)	Value of work to be done before first and succeeding certificates will be issued.
39 (c)	One Month	Period for honouring of certificate.

JAPANESE INTERNATIONAL COOPERATION AGENCY (JICA)

PUSAT LATIHAN PENGURUSAN AIR KEBANGSAN, KELANTAN

SPECIFICATION FOR THE CONSTRUCTION OF FLOOD PROTECTION
BUND AND IRRIGATION POND

SECTION I - GENERAL

- Specification 1. This specification is to be read in conjunction with Conditions of Contract as laid down in the Form of Contract No. and Contract Plan Nos. JPT, KEL, PLPAK 8-10/78.
- Scope of Work 2. The work shall comprise of:-
- (a) The provision of all labour, transport, handling equipment, facilities for extracting, transporting the cut material from the pond site and construction of Flood Protection and Pond bunds in accordance with Plan Nos. JPT, KEL, PLPAK 8-10/78.
 - (b) The provision of all necessary labour, tools and equipment and trim Irrigation Pond to the length, width, depth, levels and slopes as shown in Plan Nos. JPT, KEL. 8-10/78.
- Reserve 3. (a) The construction of the Works is to be confined within the reserve or land set aside for the purpose.
- (b) The contractor's temporary work camps may be sited within the acquired reserves in the contract area with the approval of the Superintending Officer.

Survey Levels 4. All levels shown in the plans are based on levels of bench marks established by the State Director, Drainage and Irrigation, Kelantan. The Superintending Officer will furnish only basic reference lines and bench marks from which the Contractor shall establish such other points as he may need. Only these values and no other shall be used in the Contract.

- Inspection of Site
5. The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soil, the form and nature of the Site, the quantities and nature of materials necessary for the completion of the works, and the means of access to the site, the accommodation he may require, and in general shall himself obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his tender.
- Sufficiency of Tender
6. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Schedule of Rates.
- Works to the satisfaction of the Superintending Officer
7. The Contractor shall execute complete and maintain the works in strict accordance with the Contract to the satisfaction of the Superintending Officer and shall comply with and adhere strictly to the Superintending Officer's instructions and directions on any matter (whether mentioned in the Contract or not).
- Programme to be Furnished
8. After the acceptance of his tender, and within 14 days of such acceptance being notified to the Contractor, the Contractor shall be required to submit to the Superintending Officer for his approval a programme showing the order of procedure and methods in which he proposes to carry out the works including details of the plant he proposes to use during construction. The programme of procedure to be in the form of a progress chart covering the complete works from start to completion confined within the Contract time limits.
- Setting Out
9. The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts or the work. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment or any part of the works, the Contractor shall at his own expense rectify such error, to the satisfaction of the Superintending Officer.
- Access
10. The Contractor shall provide all necessary temporary roads and crossings in addition to roads and crossings provided by DID or JICA for execution of the work, and shall at all times during the progress of work maintain such roads and crossings to the satisfaction of the Superintending Officer. The Contractor shall indemnify Government or JICA against any claims arising from damage to such roads and crossings.

Temporary
Buildings for
Accommodation

11. The Contractor shall provide and maintain on the site in positions directed by the Superintending Officer adequate, secure and water tight temporary buildings for use during the execution of this contract. The Contractor shall at his own expense provide suitable and sufficient storage space for materials, accommodation, water supply, latrines and sanitation for the whole of his labour force in full conformity with the requirement of the Health Authorities and Labour Officer.

First Aid
Equipment

12. The Contractor shall provide on site an adequate supply of First Aid equipment and materials to be to the satisfaction of the Superintending Officer and to comply with local regulations.

Supply of
Materials

13. The Contractor shall at his own expense supply and provide all the Constructional Plant and Temporary Works, materials both for temporary and permanent works, transport of labour to and from the site and other things of every kind required for the construction, completion and maintenance of the works.

Quality of
Materials
and Tests

14. All materials and workmanship shall be of the respective kinds described in accordance with the Superintending Officer's instructions, and shall be subjected to such tests as the Superintending Officer may direct.

Removal
Improper
Work and
Material

15. The Superintending Officer shall during the progress of the works have power to order in writing from time to time the removal from the site of any defective material or defective work which in respect of materials of workmanship is not in the opinion of the Superintending Officer in accordance with the Contract.

- Commencing
of Works
16. The Contractor shall commence the works within 14 days after the receipt by him of an order in writing to that effect from the Superintending Officer.
17. The whole of the works shall be completed within the time stated in the Tender calculated from the date of the Superintending Officer's written order to commence works, unless special circumstances of any kind whatsoever which may occur be such as fair to entitle the Contractor to an extension period. The period of extension shall be determined by the Superintending Officer.
- Damage to
18. The Contractor shall be required at his own expense to make good all damage to the works incurred by floods or any other catastrophe whatsoever.
Contractor is responsible for flood level RL + 3.5 m.
- Working
Insurance
19. The Contractor shall take out a policy of insurance indemnifying the Government and JICA against all claims for injury or arising out of claims by any and every workman employed on the contract.
- Damage to
Persons and
Property
20. The Contractor shall take every precaution not to damage or injure any adjoining or other properties of any persons. He shall indemnify the Government and JICA against all claims for injury or damage to any person or any such property whatsoever including surface or other damage to land which may arise out of or in consequence of the construction and maintenance of the works. He shall undertake to make good any damage to roads, building or other property.

Clearing of
Site on
Completion

21. On the completion of the works the Contractor shall clear away and remove from the site all Constructio-
nal Plant, surplus materials, rubbish and Temporary
works of every kind and leave the whole of the site and
works clean and in a workmanlike condition to the
satisfaction of the Superintending Officer.

Certificate
of Completion
of Works

22. As soon as in the opinion of the Superintending Officer
the works shall have been completed and shall have
passed by final test that may be prescribed by the
contract the Superintending Officer shall issue a cer-
tificate of completion in respect of the works, and the
period of Maintenance of the works shall commence
from the date of such certificate.

Period of
Maintenance

23. The Contractor shall uphold and maintain in good and
perfect order, repair and condition the whole of the
works during the whole period up to the date of the
granting of the completion Certificate referred to in
Clause 20 of the Main Contract hereof and shall at his
own expense uphold and maintain as aforesaid the
works for a period of six months following the granting
of such completion Certificate, which period shall be
referred to as the "maintenance period". During this
maintenance period the Contractor shall restore, make
good or renew such portions if any of the works as
shall be found to be unsound or defective all to be to
the satisfaction of the Superintending Officer.

Execution

24. The Contractor shall execute all such work of repair,
reconstruction, rectification and making good or de-
fects and imperfections as may be required of the
Contractor in writing by the Superintending Officer

during the period maintenance specified in Clause 24 above hereof or within 14 days after its exploration as a result of an inspection made by or on behalf of the Superintending Officer.

- | | |
|-------------------------------------|---|
| Partially
Omitted
Particulars | 25. Works shown on the drawings and not mentioned in the Specification, or described in the Specification and not shown on the drawings, shall nevertheless be held to be included/in the same manner as if they had been expressly shown specification also. |
| Omitted
Particulars | 26. All works and matters omitted from the Contract Documents, in the contract but which may inferred to be necessary for the efficient and stable construction, completion and maintenance of the works and which shall be ordered by the Superintending Officer to be carried out, shall be executed by the Contractor as though the same had been expressly shown upon the Plans and/or described in the Specification and the cost thereof shall be deemed to be included in and covered by the Lump Sum contract figure. |
| Demolition
and Earthwork | 27. The Contractor shall excavate, remove, and dispose of, as may be necessary or ordered, all the materials of whatsoever geological and constructional formation, quality, consistency or description to the extent necessary for the proper construction of the works, both permanent and temporary in full accordance with the Contract Documents and to the satisfaction of the Superintending Officer. |
| Temporary
Works | 28. All temporary works of any kind, are to be approved by the Superintending Officer and detailed sketches and |

descriptions must be submitted for approval. The costs to be deemed to be included in the Schedule of Rates.

Mechanical Plan 29. The Contractor should submit with his tender a list of plant he proposes to use for the works. The list of plant shall indicate the model, make, type and capacity of each item of equipment. The Contractor shall be deemed to have all plant as listed for immediate use on the work, and to be employed and made available at all time throughout the construction period.

30. Notwithstanding paragraph above, the Contractor shall provide further items of plant considered necessary for the efficient execution of the works, immediately when called upon to do so by the Superintending Officer.

Contractor's
Plant etc. 31. All construction plant, temporary works and materials provided by the Contractor and brought to the site, shall not be removed without the consent in writing of the Superintending Officer, which consent shall not be unreasonably withheld. JICA shall permit the Contractor to use all such construction plant, temporary works and materials in and for the completion of works until the happening of any event which gives right to JICA to exclude the Contractor from the site and proceed with the completion of the works itself.

Revesting
of Plant, etc. 32. Upon the removal from the site of any such construction plant, temporary works or materials with the consent of the Superintending Officer as aforesaid the same shall be deemed to re-vest in and become the

property of the Contractor and upon the completion of the works, the remainder of the said construction plant and temporary works and any unused materials provided by the Contractor shall be deemed to revert in and become the property of the Contractor who shall remove the same. If the Contractor fails to remove any of the said construction plant, temporary works or unused materials within 28 days' time after the completion of the works or in such extended time as may be allowed by the Superintending Officer then the Government or JICA may sell the same and shall after deducting from the proceeds the cost charges and expenses of and in connection with such sale pay the balance (if any) to the Contractor.

Progress

33. Progress payment shall be calculated as follows:-

- (a) at full rate for earthwork as approved that has been placed on the bund and fully compacted.
- (b) at half rate for earthwork as approved that has been placed on the bund but not fully compacted.
- (c) This clause is to be read in conjunction with Clause 41(c) of the general conditions of the Contract.

SECTION II - SITE PREPARATION AND EARTHWORKS

Flood Protection
Bund and
Irrigation
Pond Sites

1. The location and extent of the Flood Protection Bund and Irrigation Pond Sites shall be as shown on Plan No. JPT.KEL.PLP/8/78. The Contractor shall submit to the Superintending Officer for his approval a plan showing the manner in which he proposes to work the quarry.

Clearing and
Stripping of
Pond Site

2. This work shall consist of clearing, grubbing, removing and disposing of all vegetation within the quarry site. Where necessary it shall be stripped or excavated to a sufficient depth to remove all materials that are not suitable for the work. The unsuitable materials to be removed shall include top soil, all rubbish and vegetable matter.
3. The stripped material shall be disposed of as directed by the Superintending Officer. All surface objects and all stumps, roots and other protruding obstructions shall be cleared and/or grubbed, and the excavated stump holes shall be backfilled with suitable material and compacted to the approximate density of the adjacent area. Grubbing of lalang grass shall include all roots.
4. All burning of products of clearing and grubbing shall be done under the care of a competent watchman at such times and in such manner that vegetation on adjacent property will not be jeopardised. The burial of stumps and debris will not be permitted on the site proper.

Stripping of
Bund Site

5. The entire area of the bund shall be stripped or excavated to a minimum depth of 15 cm to remove all materials that are not suitable. The unsuitable materials to be removed shall include top soil, all rubbish, vegetable matter of every kind, and other perishable or objectionable materials which might interfere with the proper compacting of the proposed fill.
6. The whole area shall be scarified for a depth of 20 cm using a motor grader equipped with a scarifier equipment or such other methods as may be approved by the Superintending Officer.

Quantities

7. Quantities for the bund are measured nett and are based on the compacted bund sections as shown on Plan Nos. JPT.KEL.PLP/8-10/78.

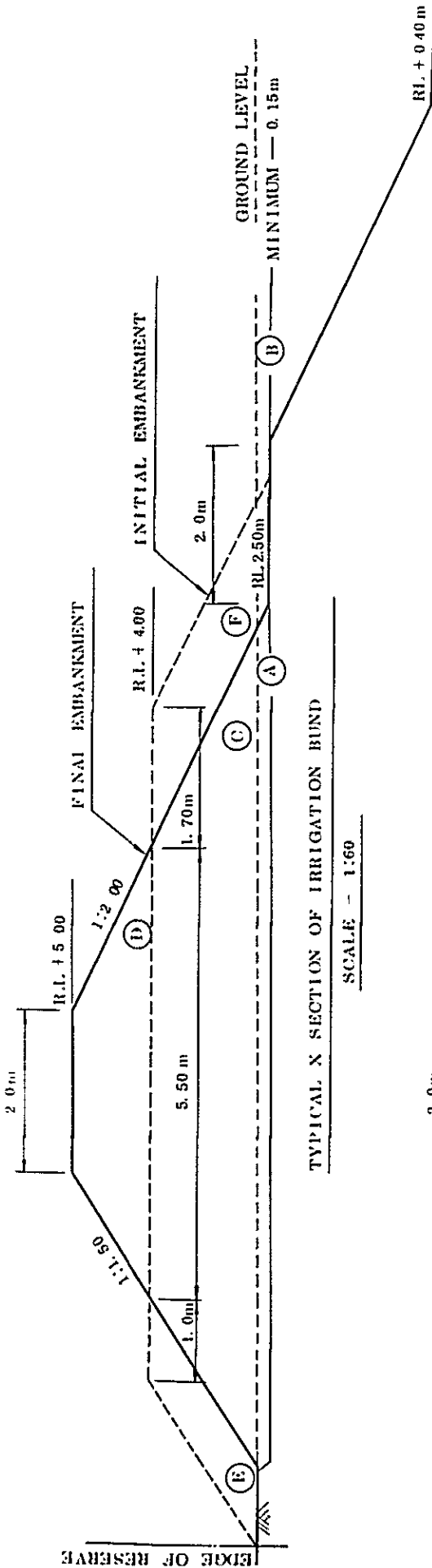
Earth fill
and Compaction

8. (a) The earth fill used for the construction of the bund shall be clean and free from all vegetable and deleterious material and rocks.
 - (b) The flood protection and pond bunds shall be constructed in two stages namely the initial and final stages as shown in Appendix 'A' attached.
 - (c) The initial embankment shall be formed first by placing the earth fill and compacting in layers not exceeding 30cm thick to a height of R. L. + 4.0 m.
 - (d) The Final embankment shall then be formed by excavating the portions of the initial embankment marked 'D' and 'E' and placing and compacting the excavated material in layers not exceeding 30 cm thick from R. L. + 4.0 to R. L. + 5.00 m.
9. The Superintending Officer and his staff shall be given all necessary assistance by the Contractor for the collection and testing of soil samples both at the pond and bund sites, both before and after placement and compaction to ensure the use of suitable materials and adequate compaction characteristics.
 10. The material in each layer which being compacted by rolling shall contain optimum moisture content, the figure for which shall be given to the contractor by the Superintending Officer, and this optimum moisture content shall be uniformly distributed throughout the layer. Water shall be added or the material aerated to adjust the soil to the proper moisture content to permit obtaining the required density. Satisfactory methods and sufficient equipment shall be used for the furnishing and handling of water.

11. (a) The bunds shall be constructed by laying each layer of material continuously for the entire length of the bunds, compacted as specified, and raised uniformly to the required height.
- (b) Each layer of material shall be compacted by a minimum of 4 passes of a roller or other vehicles the weight and capacity of which shall be specified by the Superintending Officer.
- Trimming of Pond slopes 12. The final 30 cm of the pond slope shall be trimmed to the required slope by hand. Should the Contractor damage any part of the slope that is likely to cause slips in the opinion of the Superintending Officer, the Contractor shall backfil with suitable material and compact as directed by the Superintending Officer.
- Strip Turfing 13. (a) After the filling has been completed, the downstream slope of the bund shall be hand trimmed to the profiles and strip turfed as shown in Plan No. JPT.KEL.PLPAK 8-10/78.
- (b) The turfs shall be laid parallel to the top of the slope in 15 cm wide strips with a clean space of 30 cm between adjacent strips.
- Making Good 14. The Contractor shall make good, at his own expense, any slips or subsidence occurring to the embankment during construction or during the defects liability period.
- Drainage of 15. Whilst reconstruction work is in progress, the site shall be kept free of surface water to prevent

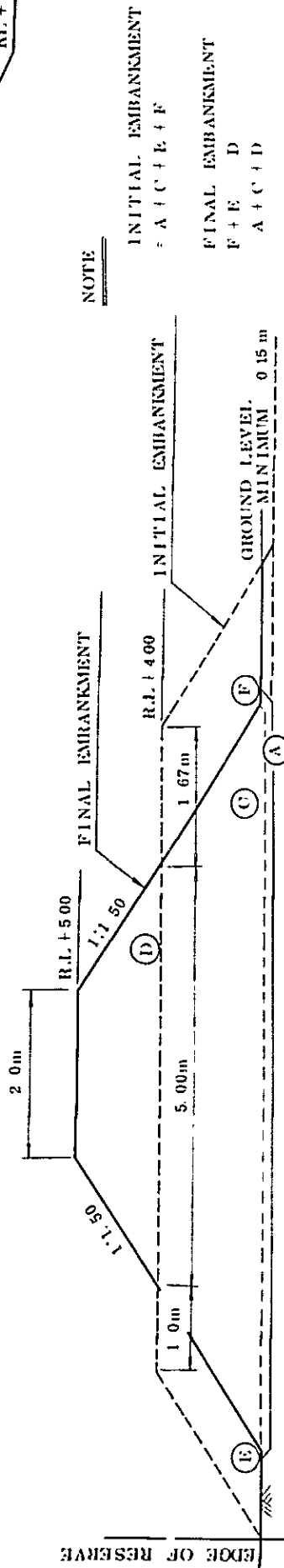
waterlogged working conditions, and the Contractor shall be responsible to maintain and supply any temporary means for ensuring this entirely at his own expense. Such temporary works shall be subjected to the approval and satisfaction of the Superintending Officer.

APPENDIX 'A'



TYPICAL X SECTION OF IRRIGATION BUND

SCALE - 1:50



TYPICAL N SECTION OF FLOOD PROTECTION BUND

SCALE - 1:50

DETAIL OF INITIAL AND FINAL EMBANKMENT

NOTE

INITIAL EMBANKMENT = A + C + E + F

FINAL EMBANKMENT = F + E + D + A + C + D

JAPAN INTERNATIONAL COOPERATION AGENCY

KUALA LUMPUR

(JICA)

CONTRACT NO: JICA-ICL-1...

CONSTRUCTION OF FLOOD PROTECTION BUND
AND IRRIGATION POND AT THE PROPOSED
NATIONAL WATER MANAGEMENT TRAINING, KELANTAN

SCHEDULE OF QUANTITIES

1. This Schedule does not form part of the Contract and acceptance of the candidate does not include its acceptance. However, the rates entered, after adjustment, if necessary, and being certified as reasonable, may be used for pricing variation orders.
2. The Contractor is to enter his rates and amount for all the items in the Schedule which is for his guidance in arriving at the quotation Sum.
3. All items are measured in accordance with the Drawings and no allowance has been made for waste. Every effort has been made to see that the following quantities are correct. However, the Contractor is deemed to have checked and satisfied himself as to their accuracy before quoting. JICA and The Drainage and Irrigation Department shall not be held responsible for any inaccuracies that may become apparent at a later date.

CONSTRUCTION OF FLOOD PROTECTION BUND
AND IRRIGATION POND AT THE PROPOSED
NATIONAL WATER MANAGEMENT TRAINING CENTRE, KELANTAN

Schedule of Quantities

Item	Quantity	Unit	Rate	Amount
1. Allow for inspection of site, setting out, temporary works, building, watching and lightning, drainage of site when necessary, insurances for works and workmen removal of temporary works and reinstatement of site on completion of works and any items not included in the subsequent items.				Sum
2. Clearing of Flood Protection and Pond Sites free from vegetation, shrubs etc., remove and place minimum 15 cm top soil as directed.	3.10	ha		
3. The provision of all labour, transport, handling equipment, facilities for extracting, transporting the cut material from the pond site and construction of Flood Protection and Pond bunds in accordance with Plan Nos. JPT.KEL. PIPAK 8-10/78.	23 024	m ³		
4. The provision of all necessary labour, tools and equipment and trim Irrigation Pond to the length, width, depth, levels and slopes as shown in Plan Nos. JPT.KEL. 8-10/78.				Sum

TOTAL

Total to be carried to Quotation Sum in Quotation Form.

4. インドネシア養蚕開発プロジェクトにおける事例

以下に示す資料N-4「CONTRACT ON CONSTRUCTION WORK FOR MULBERRY FIELD (DRAFT)」を契約書(案)の一例として掲載する。

C O N T R A C T (DRAFT)

The Resident Representative of Japan International Cooperation Agency Jakarta Office in Indonesia which is located at 24, Jalan Thamrin Jakarta, Moriya KIYAMOTO or his successor (hereinafter referred to as "A") on the party, and Director of C. V. COLLI, which is located at Jalan Dr. Patulangi no 13A, Ujung Pandang, J o s NUSARIMBA (hereinafter referred to as "B") on the other, hereby conclude a contract of the construction work for the mulberry field of Sericulture Development Centre located at Bili-Bili and Pakatto in South Sulawesi, Republic of Indonesia on the following terms : -

Article 1 (a) - Description of Work

B shall carry out the construction work for mulberry field of Sericulture Development Project Centre in South Sulawesi.

Article 1 (b)

A agrees to employ B and B agrees to carry out the works as specified .

(Bili - Bili)

- I. Drainage construction 484 meters length.
- II. Embankment construction 484 meters length.
- III. Drainage construction 80 meters length.

(Pakatto)

- VI. Drainage construction 1.028 meters length.
- V. Embankment construction _____ meter length.
- VI.

his obligations with the period referred to in the preceding Article B shall inform A of this as soon as possible, and if A agrees that the delay is due to such causes as natural calamity or others for which B is not liable, a reasonable extension of time shall be approved. In this case, the sum referred to in Article 16 shall not be collected.

Article 6 (a) - Process of Carrying out of Work.

B shall carry out the work in accordance with the Drawings and Specification referred to in Article 1 (b) and the following item (b), in case where it is necessary for B to carry out such work as is not mentioned therein for the purpose of promoting the present construction or for reasons of established practices shall carry out the said work under the direction of A. In cases where B finds any doubt in the plans of construction, B shall ask A for the necessary directions before commencing work on that part for which there exists some doubt.

Article 6 (b).

In the execution of the work mentioned above item (a), the following conditions will prevail

- I. General conditions on Construction Work execution of the Public Works in Indonesia (Supplement State Paper No. 14571).
- II. General regulations on inspection of construction materials for construction of buildings in Indonesia.
- III. Local construction regulations.
- IV. Decision no. 12/1977 of the President of the Republic of Indonesia.

Article 7.

Article 7.

B shall follow the direction of A or a supervisor to be appointed by A. In cases where any defective work has been done as a result of such use of materials which have not been inspected by the supervisor, or of disobedience to the direction of the supervisor, B shall be liable to change the materials or repair the work at his own responsibility. The construction shall be carried out in accordance with the proper technique, and durability shall be the principal aim as regards to the construction.

Article 8.

As to the workmen to be hired by B for the work, B shall assume the responsibility as entrepreneur or employer, as provided for by Laws and regulations in Indonesia.

Article 9.

B shall not assign or sublet to a third party the whole or part of the construction except in cases where B has obtained written approval from A.

Article 10. - Damages.

In cases where any damages is caused to A or a third party, materials or buildings, through carelessness on the part of B during the course of work or transportation of materials, B shall be liable to repair or compensate such damage at his own expense by the date appointed by A or the third party.

Article 11.

Article 11.

In cases where B fails to repair or compensate such damages referred to in the preceding Article by the fixed date, A may pay for such repair on behalf of B, and collect compensation from B by deducting the amount from the sum of construction to be paid to B by A under the provisions of Article 21, and in cases where the damages exceed the sum of construction A may collect the deficit.

Article 12. - Change of Construction Drawings and
Submission of Necessary Documents

In cases where A feels it necessary to discontinue work owing to unavoidable circumstances, or to alter the plan of construction, A may request B to calculate, on the basis of the unit prices as detailed in the priced Bill of Quantities referred to in Article 3, an increase or decrease in the sum of construction resulting from the suspension or alternation of the work, and B shall comply with the request. When A orders such a suspension or alternation, depending on the statement of the above mentioned calculation, B shall submit a written consent by the date appointed by A.

Article 12 (b).

Where work cannot be properly measured and valued on the basis of the unit price in the Bill of Quantities referred to in Article 3, B shall be allowed daywork rates in accordance with the then current edition of the Schedule of Dayworks published by the Authorities of Indonesia.

Article 13.

Article 13. - Price Adjustment.

- (a) In the case of the costs of materials rising sharply as a result of the fluctuation in the market prices due to an unexpected change in the economic conditions, a reasonable adjustment of the above mentioned sum or the contents of the work, will be made according to a mutual agreement between A and B.
- (b) In a case where a loss such as may render it unreasonable for the contract sum referred to in Article 2, to be maintained is inflicted upon B by virtue of A's failure to provide the information and details referred to in Article 6 or obtain the necessary approvals under the local bye-laws, then a reasonable adjustment of the above mentioned sum shall be made according to the detailed claim submitted by B.

Article 14 - Right to Rescind Contract and Penalty.

In cases where B fails to fulfill his obligations under this contract A may rescind the whole or part of the Contract. In such a case, A may collect from B a sum as a penalty of 10 per cent (10%) of the amount which is equivalent to the rescinded. In cases where the damages caused on A, on account of the non-fulfilment of Contract by B, exceed the sum referred to in the preceding paragraph, A may further demand B to pay the excess.

Article 15.

In cases other than provided for in the Preceding Article where B fails to fulfil his obligations, or in cases where the fulfilment of obligations by B is regarded to be difficult, A may have

a third party fulfil, at the cost of B, the whole part of the obligations of B. Even if liability of B exceeds the contract sum referred to in Article 2 in consequence of this, B may not raise any objection to it.

Article 16.

In cases other than provided for in Article 14, where B fails to complete the construction at his own responsibility, within the period referred to in Article 4, B shall be liable, within a period fixed by A, to pay A, per week of delay, a sum equivalent to 0,1 per cent (0.1%) of the contract sum referred to in Article 2.

Article 17. - Damage Caused by Natural Calamity, Etc.,

In case where serious damages occur to the completed part of the work, or the materials, tools etc., already carried into the field of construction; B shall promptly inform A of the circumstances. If such damages are caused by a natural calamity, an earthquake, a flood, a civil war, a war, an epidemic, or a general/trade strike, rioting or other unavoidable reasons, for the occurrence of which no responsibility can be attributed to either A or B, and it is admitted that B has paid the care of good administrator to avoid the occurrence of such damages, A shall be liable for the amount of the damages which shall be fixed through negotiations between A and B.

Article 18 (a) - Inspection.

The work at any stage shall be subject to inspection to be conducted by A, or an inspector appointed by A, in the presence of B, and

necessary

necessary labour and articles required for such an inspection shall be provided by B.

Article 18 (b).

In cases where the work fails to pass the inspection referred to in the preceding paragraph, B shall carry out necessary repair at his own cost, under the direction of A.

Article 19 - Date of Completion of Construction and
Obligation Thereafter.

The date of completion of construction shall be regarded as that on which the final work, including removal of temporary construction and cleaning, has passed the inspection referred to in Article 18, and on that date the object of the construction shall be delivered to A by B. For a period of one year thereafter, any defect in the construction, the cause of which is judged in the opinion of A to be attributable to faulty or inadequate techniques or materials employed by B, shall be immediately repaired or improved at the cost of B.

Article 20. - Payment.

Payment for the part of the work already completed, provided that it has passed the inspection referred to in Article (18) shall be executed at the request of B in the following ways.

First payment ; will be executed 1 (one) month after the contract has been signed at the rate of the work completed.

Second payment

Second payment : 2 (two) months after the contract has been signed at the rate of the completed.

Third payment : 3 (three) months after the contract has been signed at the rate of the work completed.

Fourth payment : 4 (four) months after the contract has been signed at the rate work completed.

However, the amount of the above four payments shall be limited to ninety percent (90%) of the work completed.

The final payment will be carried out 2 (two) months after the date of completion of construction referred to in the preceding article.

Article 21 -- Interest for the Delay of Payment.

In cases of the payment referred to in the preceding Article being delayed owing to a cause or causes attributable to A, B may request A to pay interest on arrears of payment at one per cent (1%) over the bank rate.

Article 22 (a) - Settlement of Dispute.

If there arises any dispute with regard to this Agreement or the Construction Drawings or Specification referred to in Article 1 (b), it shall be settled by a mutual consultation between A and B.

Article 22 (b).

Should it not be possible to reach a mutual agreement between A. and B on such dispute, then it shall be referred to an Arbitrator

OR

or Arbitrators acceptable to both A and B and the decision of this Arbitrator or/of Arbitrators shall be binding on both A and B.

The Conclusion of the Agreement .

Revenue stamp duty of 1/1000 (one promil) of the construction fee will be paid by B.

Two copies of the Agreement shall be prepared with the signature of both parties affixed to each of the copies, one copy to be held by each party.

Date

A (Owner)

Signed

B (Contractor)

Signed

WITNESS

Signed

5 フィリピン・カガヤン農業開発プロジェクトにおける事例

このプロジェクトのモデルインフラ整備事業に係る工事契約は、比国政府、Department & Publicwork, Transportation and Communications における工事請負契約書フォーム（「資料Ⅳ-5」に示す）により行うべく現在検討されている。

資料Ⅳ-5

CONTRACT AND AGREEMENT FOR

KNOW ALL MEN BY THESE PRESENTS:

This agreement executed and entered into this _____ day
of _____ at _____, Philippines

by and between

The Republic of the Philippines, represented by _____
_____ with offices at _____
_____ and hereinafter referred to as the Government
and

_____, represented by
_____, with offices at
_____ and hereinafter
referred to as the Contractor:

W I T N E S S E T H :

That for and in consideration of the sum of _____
_____, (P _____),
Philippine Currency, the Contractor, at his own proper cost and expense
will fully and faithfully perform all works, and unless otherwise provided,
furnish all labor, materials, and equipment necessary for the _____

to be completed in accordance with the Plans and Specifications and all
terms, conditions and instructions contained in the General and Special
Conditions of Contract, as well as those contained in the Notice to Bidders/
Tenderes or Advertisement, Bond Articles, and other essential related
documents, which are made and acknowledged as integral parts of this
Agreement, by reference and/or incorporation, including the provisions
of Administrative Order No. 81 of the President, dated January 17, 1964,

and that the parties further agree and stipulate as follows:

1. That the Contractor shall furnish and deliver to the Government a Performance and Liability Bond acceptable to the Government in a sum equal to twenty (20%) percent of the total contract price which in this case amounts to _____

(P _____), For projects involving a contract time of one (1) year or more, the bond shall be reduced to one-half after fifty (50%) of the work has been completed and its progress substantially being on schedule. The bond shall be released within two (2) months from the date of acceptance by the Government of the project as fully completed and its approval of the certificate of completion issued by the Project Engineer unless in the meantime claim for unpaid labor employed and/or materials used in the project is filed in which case the release of the bond shall be held in abeyance until the claim shall have been fully satisfied or its lack of equity established.

2. That this Contract shall take effect ninety (90) days from notice of award to the Contractor, who shall complete the Contract works within _____ () calendar days unless additional time shall be allowed the Contractor in writing by the Government;

3. Failure on the part of the Contractor to complete the work within the contract time imposes upon him the obligation to pay the Government the sum of _____ (P _____), Philippine Currency, (0.1 percent of the contract price) for each calendar day of delay, including Sundays and Legal Holidays, as liquidated damages;

4. That should the project be completed and finally accepted by the Government before the expiration of the contract time, without any time extension, an incentive bonus shall be given the Contractor in an amount equivalent to the liquidated damages imposed for delays described in the preceding paragraph;

5. The Contractor shall be entitled to an adjustment of contract price under the conditions provided in Presidential Decree Nos. 454 and 459 in accordance with the Parametric Price Revision Formula prepared and approved by the Government, unless otherwise further amended or repealed.

6. This Agreement is subject to the approval of the Secretary of Public Works, Transportation and Communications.

IN WITNESS/WHEREOF, the Parties hereto affixed their signature in this document this _____ day of _____

Contractor

Government:

Signed in the Presence of:

A P P R O V E D :

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S. S.
CITY OF MANILA)

BEFORE ME, a Notary Public for and in the City of Manila,
Philippines, personally appeared Mr. _____, with
Residence Certificate No. A _____, issued at
_____ on _____, and
Mr. _____ with Residence Certificate No. A
_____ issued at _____ on
_____ to me known and known to be the same
persons who executed the foregoing instrument which consist of
(_____) pages, including this page on which this Acknowledgement
is written, and acknowledged that the same is their free voluntary act and
deed.

WITNESS MY HAND AND SEAL this _____ day of _____,
in the City of Manila, Philippines.

Notary Public
Until December 31, 197 _____
PTR NO. _____
Issued at _____
On _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 197 _____

6. フィリピン・バンタバンガン森林造成プロジェクトにおける事例

比国の林野庁（BFD）関係工事の場合は、工事請負契約方式により施行される例はなく、全て林野庁の直営方式により実施されているため、当該プロジェクトに係るモデルインフラ整備事業の実施に当っては、施行主体をJICAマニラ事務所長としながらも比国の特殊性を勘案し、実行可能な方法を検討してきたところ、最終的に会計役（マニラ事務所長）と比国林野庁局長との間に以下に示すメモランダム（資料Ⅳ－6）を交換し、労務、資機材の調達を含めた監督及び検査業務について林野庁の全面的協力を得て実施することとなった。

MEMORANDUM

ON THE CONSTRUCTION OF MODEL INFRASTRUCTURES
FOR THE RP-JAPAN TECHNICAL COOPERATION PROJECT
FOR THE AFFORESTATION IN THE PANTABANGAN AREA


The Government of Japan, through the Japan International Cooperation Agency (hereinafter referred to as "JICA"), shall provide the fund for the construction of the model infrastructures for efficient and effective implementation of the said project at the request of the Project Director.

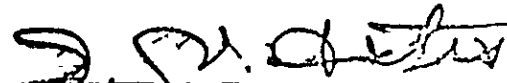
Using the fund, the JICA Manila Office shall construct the model infrastructures as shown in the attached paper, under direct management.

The Bureau of Forest Development (hereinafter referred to as "BFD") implementing the said project agreed to cooperate with the JICA Manila Office in procuring labor forces, equipment, supplies and materials, supervising actual works, and inspecting constructed items, by all means.

For this cooperation work, the JICA Manila Office shall consign both the supervision and inspection of the works to the BFD. On this consignment, the BFD shall assign the supervisor and assistant supervisors who implement the works on the directions of the JICA Manila Office, inspect constructed items, and submit the inspection report to the JICA Manila Office. The Japanese experts for the said project may advise the supervisor and their assistants mentioned above, whenever the necessity arises.

06 July 1978


Mr. TADAKAZU TSUNAKAWA
Resident Representative
JICA Manila Office


Atty. EDMUNDO V. CORTES
Director
Bureau of Forest Development

ANNEX

1. Project:

RP-Japan Technical Cooperation Project for
the Afforestation in the Pantabangan Area.

2. Description of Work:

Construction of model Nursery, model Seed
Orchard, and relating facilities.

3. Fund Allocated:

20,000,000 Yen (nearly equal to 650,000 pesos)

4. Major Works Included:

- (1) Seed orchard : ca. 6 hectares
- (2) Nursery : ca. 4.4 hectares
- (3) Water supply system : One (1) reservoir, one (1)
check-dam, water canal
(ca. 450 meters), two (2)
water tanks.
- (4) Access road to the nursery : ca. 2,500 meters
- (5) Facility for forest fire protection

5. Time Limit:

All the works should be completed by the end of
January, 1979.

Law

V モデルインフラ整備事業に係る工事設計
及び施工管理専門家の派遣について

V モデルインフラ整備事業に係る工事 設計及び施工管理専門家の派遣に

1. 派遣の目的及び担当する業務

資料Ⅱ-1の「モデルインフラ整備実施要綱」第8条に「総裁は必要と認める場合、……専門家等を派遣し当該整備事業に係る工事等の管理、監督、検査等にあたらせて会計役を補助させることができるものとする」と規定されているとおり、会計役（海外事務所長）が上述「 」内の業務に対応ができなく、かつ当該プロジェクトの派遣専門家にも会計役を補助し、当該業務に十分対応できる者がいない場合、別途、当該業務に精通した専門技術者を派遣することが、当該整備事業の実施に当り、不可欠なこととして、制度化されているものである。

これら専門家の担当する業務は、標題にも示すとおり、主としてモデルインフラ整備事業に係る工事設計及び施工管理業務で具体的には以下のとおりである。

(1) 工事設計

- a 実施設計調査報告書のレビュー
- b 工事設計図及び工事仕様書の作成
- c 工事費の算定
- d 工事請負契約条件の立案
- e 工程計画表等必要となる関係図書の作成

(2) 施工管理

- a 工事請負契約締結に関する協力
- b 工事監督及び検査業務に関する補助
- c 施工管理に関する指導
- d 設計変更業務の処理
- e その他工事詳細図等必要となる関係図書の作成

2. コンサルタント等との業務実施契約の締結と技術費の支給

前項1で記述したとおり、海外におけるモデルインフラ整備事業等の基盤整備工事に係る工事設計及び施工管理業務を円滑に進めるためには、当然ながら、水利施設等構造物設計、圃場整備設計及び工事施工管理等の高度な技術と豊富な海外経験等を有する専門技術者による対応が必要となる。ところが、当該整備事業の対象となるプロジェクトには、これらの専門技術者が派遣されていない場合が多く、V-4に示すとおり、相手国政府から当該専門技術者の派遣要請が出されていて、これを受けて事業団では当該専門家の人選等の具体的な検討に入ることとなる。

この当該専門家の人選に関し、事業団で種々検討をしてきたところ国家公務員等、公的機関に所属する職員には、前述の海外における工事設計、工事請負契約の締結及び施工管理業務の経験者は極めて少なく、これら機関から当該専門家の派遣を期待することは著しく困難であるとともに、当事業団特別嘱託の中にも、この種の技術者が見当たらない現状であり、結果として海外におけるこの種の業務に豊富な技術と経験を蓄積しているコンサルタント等からの専門技術者の派遣に依らざるをえない場合が多い実状にある。

かような理由により、コンサルタント等から専門技術者の派遣を求めるに当り、開発調査業務等にコンサルタントを起用する場合において従前から業務実施契約を締結し、技術費を支給しているのと同様に、技術費の支給が不可欠の要件となるため、資料V-1に示す「農林業協力費、開発協力費及び産業開発費による専門家派遣に係る技術費の取扱いについて（通達）」に基づき当該コンサルタント等と業務実施契約を締結し、必要な技術費を支給することとしている。

なお、コンサルタント等（契約相手方）の選定については、相当すべき業務の内容がモデルインフラ整備事業の工事設計及び施工管理であるところから、当該対象プロジェクトの実施設計の内容を十分習熟していることが要求される。この点においては、当該対象プロジェクトの実施設計業務を担当したコンサルタント等と随意契約を締結するのが最も妥当と考えられる。

資料 V - 1

昭和 53 年 7 月 3 日

通達（企）第 43 号

関 係 各 部 長 殿

企 画 部 長

農林業協力費、開発協力費及び産業開発協力費に
よる専門家派遣に係る技術費の取扱いについて

農林業協力費、開発協力費及び産業開発協力費による専門家派遣に係る技術費の取扱いについては、当分の間、下記によることとしたので了知ありたい。

記

第 1 農林業協力費：専門家派遣業務に必要な経費（技術費）、開発協力費：技術指導に必要な経費（技術費及び産業開発協力費）：専門家派遣に必要な経費（技術費）（以下「技術費」という。）の執行に当っては、最近におけるプロジェクトタイプの技術協力内容の高度化、多様化に即応するため、コンサルタント等に技術費を支払って専門家の業務を行なわしめることにより技術

協力事業の効率的実施を図ることを目的として運用することとする。

第2 技術費支払の対象となる専門家の業務は、次の各号に掲げるものとする。

- (1) プロジェクト等の実施にかかる社会経済関係調査等各種の調査及び分析
- (2) プロジェクト等の実施にかかる計画立案，資料の分析及び解析
- (3) プロジェクト等の実施にかかる地質調査，測量，設計，施工管理
- (4) その他プロジェクト等の実施に関し，特別のノウハウを必要とする技術を使用する業務

第3 技術費は，前第2の各号に掲げる業務を行う専門家の所属するコンサルタント企業等に対し，次の(1)及び(2)に掲げる要件に該当する場合に限り契約に基づき支払うものとする。

- (1) 当該業務の技術的内容がコンサルタント企業等が保有する特許その他高度のノウハウを含むと認められるものであること。
- (2) 所属先人件費補てんによっては適切な人材の確保が困難であると認められるものであること。

第4 前第3に掲げる(1)及び(2)に該当するかどうかの認定は個別に決裁をとって行うものとする。

第5 契約に基づき，コンサルタント企業等が派遣する専門家は，プロジェクト運営上，事業団の指揮監督下におかれるべき旨を契約の中に規定するものとする。

第6 コンサルタント企業等に対する技術費の支払い額は，技術費支給基準が制定されるまでの当分の間，従前の例にならって積算するものとする。

3. 派遣に係る事務手続の手順

派遣に係る事務手続の手順は以下のとおりである。

a. 相手国政府からの要請書の受理

相手国政府から在外公館を経由して，外務省へ当該専門家の派遣要請が提出される。

(通常R/Dにもとづく協力の場合，A，フォームの受理，B，フォームの送付及びアグレマンの受理等のコロンプランに基づく諸手続が必要となるが，当該専門家は一般に短期間派遣であり，かつ，モデルインフラ整備事業の工期間に適時派遣しなければならない性格上，正規の手続を行っている時，時期を逸する恐れもあり場合によるとA，フォームを省略し，公電による方法を採用することもある)

b. 専門家の人選及び履歴書の送付

事業団は外務省からの連絡に基づき，当該専門家の人選を行う。人選に当たっては，当該プロジェクトの実施設計調査等を担当した民間コンサルタント等へ推せんの依頼を行う場合が多い。事業団は民間コンサルタント等が推せんのあった技術者を審査の上，適当であると認めた場合は，当該技術者の履歴書等必要書類を外務省に送付し，外務省から在外公館を経由して相手国政府へ通知される。

c. 相手国政府からの受入れ確認の取りつけ

日本政府から通知を受けた当該専門家の履歴等を相手国政府は審査の上、適当と認められる場合は、在外公館を通して、外務省に当該専門家の受入れ了解を通知する。

d. コンサルタント等との業務実施契約の締結

事業団は外務省からの当該専門家の受入確認通知を受けて、コンサルタント等から専門家を派遣する必要がある場合は、その者が所属するコンサルタント等と業務実施契約を締結する。

e. 当該専門家との役務提供契約の締結等

事業団（総裁）は、当該専門家との間に役務提供契約を締結するとともに当該専門家の業務内容及び派遣期間を明記した委嘱状を交付する。

f. 専門家の派遣

事業団は派遣に伴う必要な諸手続を行い、当該専門家を派遣する。（通常の専門家派遣と同様）

4. 派遣に係る一連の事務手続の事例

(1) タイかんがい農業開発プロジェクトの場合

- | | |
|-----------------------------|--------|
| a. 相手国政府からの要請（公電） | 参考資料－1 |
| b. 履歴書の送付（CURRICULUM VITAE） | 参考資料－2 |
| c. 受入れ確認通知（公電） | 参考資料－3 |
| d. 業務実施契約の締結（契約書） | 参考資料－4 |
| e. 専門家の役務提供契約の締結（契約書） | 参考資料－5 |
| f. 委嘱状の交付（委嘱状） | 参考資料－6 |

参考資料-1

総 番 号 (T A) R 051631 1662

78 年 月 18 日 10 時 15 分 タイ発

78 年 07 月 18 日 12 時 18 分 本省着

外 務 大 臣 殿

人 見 大 使

かんがい農業開発プロジェクト専門家派遣要請(C)

第1573号 至急

今般DTECより口頭にて標記専門家の派遣要請があったところ、要請内容は下記の通りであるのでご検討の上何分のぎ回報願いたい。

1. ほ場整備専門家1名を8月から8カ月間
2. 業務内容は、モデルインフラ整備費によって実施予定のチャオバヤ及びメクロン両パイロットプロジェクトのトライアルファーム建設に係る設計及び施工監理

(了)

CURRICULUM VITAE

1. Name: (a) Surname: Yamada ()
 (b) Forename: Shinichi ()
 (c) Aliases: ()
 for Chinese character where applicable
2. Date and Place of Birth: October 10, 1934
3. Address: (a) Present: 11 Minami, 19-chome Nangoudouri,
 Shiroishi-ku, Sapporo-shi, Hokkaido,
 061-01, Japan
 (b) Permanent: - ditto -
4. Nationality:
5. Occupation:
 (Present and Past with dates)
- | | |
|----------------|---|
| (1977-Present) | Adviser, Sanyu Consultants Inc. |
| (1974-1977) | First Technical Section Chief, Hokkaido Kindaika Consultant |
| (1967-1974) | Technical Engineer, Hokkaido Kindaika Consultant |
| (1961-1962) | Technical Engineer, Second Technical Section of Hokkaido Kaihatsu Consultant Inc. |
| (1953-1961) | Technical Engineer, Engineering Section of Kanbara Construction Co., Ltd., Sapporo Office |
6. Educational Qualifications:
 (Together with dates)
- | | |
|-------------|--|
| (1953 Mar.) | Graduated from Tomakomai Technical College |
|-------------|--|
7. Identification Documents:
- (a) Identity Card No. :
 Date & Place of Issue:
- (b) Passport No. :
 Date & Place of Issue:

参考資料-3

総 番 号 (TA) R 069518 1700

78年 月 22日 15時 25分 タイ発

78年 09月 22日 17時 25分 本省着

外 務 大 臣 殿

人 見 大 使

かんかい農業開発(D)

第2061号 至急

貴電経協技2第1488号に関し、

ヤマダ専門家の受入れ確認を口頭にて取付けた。なお、特権免除等については住居費等タイ側経費(DTEC予算)に係わるものを除いて、付与されることを確認した。

(了)

参考資料 - 4

タイかんがい農業開発技術協力計画に係るモデルインフラ整備
事業の工事設計および施工管理に関する業務実施契約書

昭和53年10月3日

国際協力事業団
株式会社 三祐コンサルタンツ

国際協力事業団契約担当役員平井龍明（以下「甲」という。）は、株式会社三祐コンサルタンツ取締役社長久野彦一（以下「乙」という。）との間にタイかんがい農業開発技術協力計画に係るモデルインフラ整備事業の工事設計および施工管理に関する業務実施契約を、次の条項により締結する。

（信義、誠実の義務）

第1条 甲乙両者は信義を守り、誠実にこの契約を履行しなければならない。

（乙の業務）

第2条 乙は「附属書第1項業務内容」に従って、業務を遂行するとともに業務に従事させる技術者に対して、別途当該技術者と国際協力事業団総裁法眼普作との間で締結するタイかんがい農業開発技術協力計画に関する日本国農業調査団とタイ国政府関係当局との討議議事録に基づく専門家の役務提供に関する契約書を遵守させなければならない。

（業務従事技術者）

第3条 乙は、「附属書第2項業務従事技術者名簿」に定められた者を業務に従事させるものとする。

2. 甲は、業務従事技術者について、業務の遂行につき不相当と認めるときは、乙に対し、その変更を求めることができる。
3. 乙は、業務従事技術者について、やむをえない理由により変更を必要とする場合は、甲の承認を得るものとする。

（業務の履行期間）

第4条 業務の履行期間は、次のとおりとする。

契約日から210日間

（契約金額）

第5条 甲は、業務履行に伴ない乙に対して下記金額を支払うものとする。その内訳は「附属書第3項契約金額内訳」に示す。

契約金額 一金 11,312,821円也

(直接経費)

第6条 甲は前条に規定する契約金額のほか、派遣諸費、携行機材費について別途支払するものとする。

(前金払)

第7条 乙より甲に対し、本契約後前金払の請求があったときは、甲は契約金額の30%を限度として、請求書を受理した日から30日以内にこれを支払うものとする。

(部分払)

第8条 乙は業務の完了前に、当該従事期間に対する契約金相当額の10分の9を限度額として、部分払を請求することができる。

2 部分払の請求は2回以内とする。

3 部分払の請求をすることができる額は次の式により算定するものとする。

$$\text{請求額} = \text{第1項の当該契約金相当額} \times \left(\frac{9}{10} - \frac{\text{前金払金額} + \text{前回部分払金額}}{\text{契約金額}} \right)$$

4 甲は前項の請求書を受理したときは、その日から30日以内にこれを支払うものとする。

(契約金額の精算)

第9条 乙は業務を完了したときは遅滞なく業務完了報告書及び契約金額精算書を甲に提出するものとする。

2 甲は契約金額の範囲内において契約金額を精算することにより確定金額を決定し、これを乙に通知しなければならない。

(確定金額の支払)

第10条 乙は前条の規定により、甲が行う確定金額の決定の通知をもって所定の手続に従い、確定金額の支払を請求するものとする。

2 甲は前項の請求書を受理したときは、その日から30日以内に確定金額を支払うものとする。

(遅延利息)

第11条 甲は、甲の責に帰すべき理由により甲が第11条2項に定める期日までに確定金額を支払うことができないときは、延滞日数に応じ、当該金額に対して年率8.25%の割合で延滞違約金を乙に支払わなければならない。

(業務の進捗状況報告)

第12条 甲は、必要に応じて乙に対し業務進捗状況について報告を求めることができる

(業務内容の変更、中止)

第13条 甲は、必要があると認めるときは、業務内容を変更し、または業務を中止することができる。

2 前項によって、契約金額または履行期間を変更する必要がある場合は、甲乙協議して定め

るものとする。

(資料、情報の提供)

第14条 甲は、可能な範囲において乙が業務遂行のために必要とする資料および情報を本契約締結後、遅滞なく乙に提供するものとする。

(著作権の帰属)

第15条 乙が業務の遂行に当って、甲に提出した図書等の著作権は、すべて甲に帰属するものとする。

(権利義務の譲渡等)

第16条 乙はこの契約によって生ずる権利または義務を甲の承認を得ないで第三者に譲渡または承継してはならない。

(契約の解除)

第17条 甲は、乙が本契約書の条項に違反したとき、あるいは乙の責に帰すべき事由により契約目的を達成することができないことが明らかに認められるときは、契約を解除することができる。

2. 前項により契約を解除したときは、乙は甲に対し契約金額の10分の1に相当する額を違約金として甲の指定する期間内に支払わなければならない。

(秘密の保持)

第18条 乙は、この契約業務の実施過程において知り得た事項を甲の承認を得ないで第三者に漏洩してはならない。

(契約書に定めのない事項の処理)

第19条 本契約書に定めのない事項については、甲乙協議の上処理するものとする。

(疑義の解決)

第20条 本契約書の条項に疑義の生じたときは、必要に応じて甲乙協議して定めるものとする。

昭和53年10月3日

甲 東京都新宿区西新宿2丁目1番地
国際協力事業団
契約担当役 理事 平井 龍明 印
乙 名古屋市中区錦2丁目15番22号
株式会社 三祐コンサルティング
取締役社長 久野 彦 一 印

タイかんがい農業開発技術協力計画に係るモデルインフラ整備
事業の工事設計および施工管理に関する業務実施契約書附属書

- 第1項 業務内容
- 第2項 業務従事技術者名簿
- 第3項 契約金額の内訳

第1項 業務内容

1. 目的

タイかんがい農業開発技術協力計画に係るモデルインフラ整備事業（工事内容は別紙参照）の実施に当り必要とする工事設計及び施工管理業務を行う。

2. 業務の内容

(1) 工事設計

- a. 工事設計図の作成
- b. 仕様書の作成
- c. 工事予算額の算定
- d. 工事請負契約条件の立案
- e. 工程計画表等必要となる関係図書の作成

(2) 施工管理

- a. 工事契約締結に関する協力
- b. 工事監督及び検査業務に関する補助
- c. 施工管理に関する指導
- d. 設計変更業務の処理
- e. 工事詳細図等必要となる関係図書の作成

3. 業務の実施方法

前項2の業務の実施に当っては、別途甲が提示する「モデルインフラ整備実施要綱」及び「モデルインフラ整備事業に係る請負工事の契約締結、監督及び検査に当っての留意事項」を留意の上、遺漏なきを期するとともに、会計役（国際協力事業団バンコック事務所長北野康夫）の指示に従い業務を行う。

4. 作成すべき図書、書類および報告書

(1) 工事設計図および仕様書等

前項2の(1)および(2)に関連して作成する工事設計図、工事詳細図および仕様書等の図書は、作成完了後遅滞なく会計役に提出すること。

(2) 業務日誌

毎日の業務内容等を記載した業務日誌を10日間毎にとりまとめの上、会計役に提出すること。

(3) 工事打合せ簿

請負工事契約の相手方に対する、指示または承認のほか、打合せ事項については、工事打合せ簿に記載し、遅滞なく会計役に提出すること。

(4) 出来高確認通知書

会計役の指示に基づき、出来高を確認の上、必要書類（工事写真集合む）を作成し、遅滞なく会計役に提出すること。

(5) 工事実施状況報告書

工事実施状況を記載した報告書を日毎にとりまとめの上、会計役を経由して、甲に提出すること。

(6) 総合報告書

業務完了後、遅滞なく次の事項を含む報告書を作成し、甲に提出する。

- a. 実施設計に関すること
- b. 工事請負契約に関すること
- c. 施工管理に関すること
- d. その他、当該工事実施に関する問題点および改善点
- e. 前項(1)～(5)の関係図書等の添付

なお、上記各種図書等の様式は、甲が指示する。

(別紙)

工 事 内 容

1. プロジェクト名 タイかんがい農業開発技術協力計画
2. 工 事 名 チャオビア地区及びメクロンNo1地区に係る試験訓練圃場整備工事
3. 所 要 経 費 チャオビア地区 25,000,000 円
メクロンNo1地区、工事設計業務により予定額を算定する。
4. 主要工事内容
 - A. チャオビア地区
 - (1) 圃場造成 水田約 4.2 ha, 畑約 2.3 ha
 - (2) 仮堤防 延長約 1,000 m
 - (3) 用水施設 揚水機場 1ヶ所, 土水路約 1,200 m, 分土工等
 - (4) 排水施設 排水機場 1ヶ所, 土水路約 1,000 m, 暗渠排水工及び横断暗渠工等
 - (5) 農 道 幹線及び支線延長約 1,100 m ラテライト舗装他連絡橋 (12.0 m)

参考資料 - 5

様式 F - 21 の B

(一般専門家用)

タイかんがい農業開発計画に基づく専門家の役務提供に関する契約書

国際協力事業団総裁法眼晋作(以下「甲」という)は、山田信一(以下「乙」という)との間に、標記協定に基づく専門家として派遣するための役務契約を、下記条項により締結する。

記

(業務の内容)

第1条 乙は、日本国政府とタイ国(以下「受益国政府」という)との合意に基づく技術協力に必要な業務を、次の各号に定めるところにより、甲の指示に従って遂行するものとする。

- (1) 任 国 タ イ
- (2) 任国における配属機関 農業協同組合省
- (3) 担当業務 工事設計及び施工管理

(契約期間)

第2条

1. 本契約の期間は、昭和53年10月10日より昭和54年4月30日までとする。但し、本期間は順路直行に依る本邦出発の日より、本邦到着の日までとする。
2. 前項に掲げる契約期間は、日本国政府と受益国政府との合意によって延長又は短縮された場合には、その合意されたところにより変更することができるものとする。
3. 本契約の期間は、前項の規定による契約期間の変更があった場合、その変更された契約期間によるものとする。
4. 乙に、第6条に違反する行為があった場合、甲は、本条第1項及び第3項に定める契約期間を短縮し、一方的に帰国させることができるものとする。

(給与等)

第3条 甲は、「専門家の派遣手当等支給基準」に基づき、乙の号を3号とし、これに該当する給与等を支払う。

(災害補償)

第4条 甲は、「専門家の災害補償に関する基準」に基づき、乙の業務上の災害に対して補償を行なう。

(報告)

第5条

1. 乙は、赴任中甲の定めるところにより業務遂行の概要及び業務遂行上の問題点を記載した報告書を、帰国の際は総合報告書を、それぞれ甲に提出しなければならない。

2. 乙は、業務の遂行について第1条第2号及び第3号に掲げる内容と相違すると認める場合には、直ちに甲に報告してその指示を待たなければならない。

(服 務)

第6条

1. 乙は、その業務が本来日本国政府と受益国政府との合意に基づくものであることを認識して、第1条に規定する業務内容を遂行するについて、受益国政府の管理に服するとともに、在外公館の監督及びこの契約に基づく甲の指示に従って、誠実に業務を履行しなければならない。
2. 乙は、前項の業務の具体的履行に当たっては、他の専門家と協力してプロジェクトの業務を効果的に遂行しなければならない。
3. 乙は、任国において専門家としての職位を利用して、政治・布教・私利に関する一切の活動をしてはならない。

本契約を証するため本書を2通作成し、記名捺印の上、甲・乙各その1通を保有するものとする。

昭和53年10月9日

甲 東京都新宿区西新宿2丁目1番地
新宿三井ビル内
国際協力事業団
総 裁 法 眼 晋 作
乙 山 田 信 一

参考資料－6

委 嘱 状

(氏 名)

山 田 信 一 殿

(委嘱事項)

タイかんがい農業開発計画の専門家を下記のとおり委嘱します。

併せて、モデルインフラ整備実施要綱による会計役の補助者を委嘱します。

記

業 務 工事設計及び施工管理

期 間 昭和53年10月10日から

昭和54年4月30日まで

専門家の号 3号-

(委嘱年月日)

昭和53年10月9日

(委 嘱 者)

国際協力事業団

総裁 法 眼 晋 作

(2) マレーシア水管理訓練計画プロジェクトの場合

a. 相手国政府からの要請(A、フォーム) 参考資料－7

b. 履歴書の送付(CURRICULUM VITAE) 参考資料－8

c. 受入れ確認通知(公電) 参考資料－9

その他については、(1)タイかんがい農業開発プロジェクトの場合とほぼ同様につき省略する。

昭和 53 年 7 月 25 日

外 務 大 臣 殿

在マレーシア

原 大 使

水管理訓練計画（専門家派遣）

客年 12 月 6 日付往信第 1308 号

今般 EPU より、当国水管理訓練センター設立にあたって我が国技術協力プロジェクト遂行のための R/D にもとづき、別添のとおり専門家派遣を要請越した。概要次のとおり。

1 背 景

冒頭往信を参照願いたいだが、現在、本件センターには試験農場の建設が進められており、我が国からもモデル・インフラ整備費の配布を受け、農場整備にかかっているが、この円滑な実施と早期完成には我が国の農業土木専門家の協力が是非とも必要である。

既に我が国専門家 5 名は現地に定住し、本件センター運営のための準備作業にあたっているが、展示農場、パイロットファームの建設現場における指導、監督にまで手が回らないのが実情である。又、連邦 DID、州政府 DID とともに人材不足はいちじるしく、優秀な技術者を調達することは至難と言える。

2 専門家の業務及び人数

農業土木専門家 2 名

（展示農場、パイロットファームの建設の監督）

3 期 間

2～3 年

（DID 担当官によれば、期間にはこだわらないが、上記の専門家の業務遂行に必要な期間を考慮して欲しい由）

4 派遣時期

昭和 53 年 8 月

（了）

THE COLOMBO PLAN
COUNCIL FOR TECHNICAL CO-OPERATION IN SOUTH AND SOUTH-EAST ASIA
APPLICATION FOR EXPERT

By the Government of MALAYSIA to the Government of JAPAN

for an expert in Supervising Work on the Demonstration and Pilot Farms.

- Notes.*—(a) This form has been devised for the general guidance of co-operating countries in order to facilitate the supply of relevant information and data necessary to afford an adequate appreciation of the nature of the technical assistance required. Full and accurate completion of this application form will avoid much reference back and lead to speedier action.
- (b) The requisite number of copies of the Form A1, including a copy for the Colombo Plan Bureau, duly endorsed by the appropriate Foreign Aid Department of the requesting government should be forwarded to the donor government concerned through the appropriate channels.

1. Background Information

This section should show as precisely as possible the general nature of the project for which the expert is required, stating whether it comes within the Government's development programme. It is important to indicate whether the project is a new enterprise or whether it was started previously. In the latter case, any assistance received under other technical co-operation programmes (e.g. under United Nations auspices) should be stated. With regard to industrial enterprises, some impression of the size is important and the output and number of workers to be employed are useful indications. The type of process, make and age of industrial or scientific equipment with which the expert will be concerned should be specified. In the case of educational establishments, it is an advantage to know the number of annual intake of students, their level of attainment, numbers and status of existing staff and details of any research facilities and the level of research being undertaken. (Copies of brochures, annual reports, financial statements, calendars, syllabus of instruction etc. should be attached where applicable).

The Malaysian Government has made provisions under the Third Malaysia Plan to establish a National Water Management Training Centre in Kelantan where a Water Management officers, both professional and technical staff, farmers would be given appropriate training in water management techniques and its extension for the purpose of contributing to the promotion of advanced agricultural development in Malaysia.

This Training Centre is a Technical Cooperation Project between the Government of Japan, and in September, 1977 the details of the Project were agreed upon.

2. Specification for the post:*

- (a) post title
- (b) duties for which the expert will be responsible. These should preferably be listed, and it is important to give as much detail as possible
- (c) authority to whom expert will be responsible
- (d) qualification and experience required and approximate age limits
- (e) number of personnel required

Civil/Agricultural Engineers.

- (1) responsible for supervising work on the Demonstration and Pilot Farms.

Director-General, Drainage and Irrigation, Malaysia

Appropriate experience in his field.

Two

3. In the case of continuous projects, give name and particulars of understudy or counterpart who is to work with the expert

Nil

4. Terms and conditions of appointment:

- (a) duration
- (b) actual place of employment, nearest town and post office
- (c) if living accommodation to be provided, state whether furnished or unfurnished, and whether suitable for married man with family
- (i) daily allowance for food if accommodation only provided
- (ii) daily rate for accommodation and food if neither are provided in kind

Two to three years.

Kota Bharu

As in General Circular No. 1 of 1969.

- do -

- do -

*It is essential that full particulars should be given. If the space provided is inadequate, they should be given on a separate sheet.

4. Terms and conditions of appointment—(Contd.)	
(d) daily and nightly rates of subsistence payable when away from base on duty	As in General Circular No. 1 of 1969.
(e) are costs of internal travel paid or car provided?	- do -
(f) what leave arrangements are suggested?	- do -
(g) extent to which free hospital and medical treatment is to be provided for the expert and his accompanying dependents, if any	- do -
(h) is expert free from income tax?	- do -
(i) will personal effects imported on first arrival be cleared free of custom duty?	- do -
(j) does host government undertake to indemnify expert in respect of damages awarded against him for actions performed in the course of his official duties?	Yes, unless due to wilful misconduct or gross negligence.
(k) approximate date on which the expert is required to arrive in receiving country	August, 1978.
(l) any other information	Nil
5. Proposals for apportionment of costs of salary and allowance and passages	As in General Circular No. 1 of 1969.
6. Previous steps, if any, to fill the post:	
If any previous attempt has been made to fill the post under the Colombo Plan (including ICA) or from any external source (UN, Specialised Agency or other) please indicate:	No
(a) to whom application was addressed, with date	No
(b) result or present stage of negotiations	No
(c) are other experts working in this area in associated projects or have there been experts working in this field previously? If so, are any reports by these experts available?	No
7. Correspondence: Name, postal and telegraphic address of official to whom correspondence regarding this application should be forwarded	Chief Secretary to the Government, Telegraphic Address: Economic Planning Unit, Prime Minister's Department, ECONOMICS KUALA LUMPUR. Jalan Datuk Onn, Kuala Lumpur, Malaysia.

Date: 19th July 1978

Signed: Zulkapri
on behalf of the Government of Malaysia

For use only by Donor Government

Application accepted/rejected/withdrawn on behalf of the Department of _____

Date: _____

CURRICULUM VITAE

FULL NAME : Masafumi WATANABE
PROFESSION : Irrigation and Drainage Engineer
SPECIALITY : Planning and Design for Irrigation and Drainage
Project
EDUCATION : 1970, Graduated from Tokyo University of
Agricultural Technology, Agricultural Faculty
Irrigation and Drainage Course
DATE OF BIRTH : July 20, 1947
MEMBERSHIP : The Japanese Society of Irrigation, Drainage and
Reclamation Engineering

The Association for Advancement of Upland
Agriculture in Japan

The Society for Irrigation, Drainage and Reclamation
Engineering Research

The Agricultural Engineers' Association in Japan

FOREIGN LANGUAGE : English

PROFESSIONAL EXPERIENCE :

1974 - Present

Design Engineer at Japan Irrigation and Reclamation
Consultants Co., Ltd.

1970 - 1974

Design Engineer at Japan Irrigation and Reclamation
Consultants (Foundation)

PRINCIPAL WORKS ENGAGED :

(a) Domestic Activities

1970 - Present

Planning and Design of Pumping Station for Shinkawa
Irrigation and Drainage Project

Planning and Design of Pumping Station for Hazama River
Irrigation Project

Planning of Drainage Systems for Fukushima Tidal
Reclamation Project

Detailed Design of Flood Prevention System for Tamasato
Drainage Project

Planning and Design of Upland Irrigation system for Eastern
Kitaura Upland Irrigation system

Analysis of Design Criteria for Consolidation Projects
Entrusted by Technical Section of Design, Division, Land
Improvement Bureau, Ministry of Agricultural and Forestry

Investigation and Analysis of Water Requirement in Depth
Throughout Japan

Planning of irrigation and drainage systems, based upon
hydrologic analysis in case of introduction of upland cropping
in the reclaimed area in Hachirogata New Community
Development Project

Design of Main canal of Aganogawa Irrigation Project

Planning of upland field irrigation system and final design
of main and secondary canals in Kinu Central Area
Agricultural Water Utilization Project

Detailed design of irrigation system for Haranomachi
Irrigation Project

Planning of Irrigation system for Nagahamagawa Irrigation
Project

Hydrological analysis for Kahokugata Lake Irrigation and
Drainage Project

Planning of irrigation drainage systems for Nakuragawa
Irrigation and Drainage Project

(b) Overseas Activities

Fact Finding Survey on Irrigation and Drainage in South east
Asian Countries, the Republic of Indonesia and Philippines

Participation in the Governmental Mission for Evaluation
Survey on RP-Japan Pilot Farm Project, the republic of
Philippines

参考資料－ 9

総 番 号 (TA) R 070758 1311

78 年 月 27 日 16 時 00 分 マレーシア 発

78 年 09 月 27 日 17 時 25 分 本 省 着

外 務 大 臣 殿

原 大 使

水管理訓練計画(専門家派遣)(D)

第1017号

貴信経協技2第154号に関し、EPUよりワタナベ専門家の受入れ確認とりつけた。

(了)

(3) インドネシア養蚕開発プロジェクトの場合

- a. 相手国政府からの要請(公電ほか) 参考資料－ 10
- b. 履歴書の送付(CURRICULUM VITAE) 参考資料－ 11
- c. 受入れ確認通知(公電) 参考資料－ 12

参考資料－ 10

総 番 号 (TA) R 036602 6948

78 年 月 23 日 16 時 00 分 インドネシア 発

78 年 05 月 23 日 18 時 01 分 本 省 着

外 務 大 臣 殿

吉 良 大 使

農りん業協力モデル・インフラ整備のための短期専門家の派遣(C)

第1057号 略 至急

貴電経協技2合第4345号に関し冒頭貴電によるモデル・インフラ整備じゅん回指導チームは、予定通り「イ」国養さん開発プロジェクトの関係者にアドバイスを終えたところ、「イ」国りん業総局より当館石川に対し、上記チームのアドバイスに基づく要請であるとしてモデル・インフラ整備事業を実行するためには、仕様書及び設計図の作成、工事の監とく、検査等の指導のため、農業土木の日本人専門家1名の派遣(5月末から4ヶ月間)を要請したいとの申入れがあったので、「イ」側より書簡接到次第追送するも、取りあえず報告する。

(了)

イ第 672 号
昭和 53 年 6 月 1 日

外 務 大 臣 殿

在インドネシア

吉 良 大 使

農林業協力モデルインフラ整備のための短期専門家の派遣

本年 5 月 23 日付往電第 1057 号

5 月 25 日、イ国農業省林業総局サヌシ養蚕部長は来館の上、モデルインフラ整備事業の桑園建設工事の実行・監督のために、農業土木の日本人短期専門家 1 名を派遣してほしい（4ヶ月間）旨別添書簡をもって要請越したので、これが実現方よろしく御検討お願い申し上げます。

（了）

DEPARTEMEN PERTANIAN
DIREKTORAT JENDERAL KEHUTANAN
PROYEK PEMBINAAN PERSUTERAAN ALAM
Jalan Kreteg 4, Kotak Pos 64, Tilpon 650, Bogor

MR. TAMESUE
Agriculture Attache
Embassy of Japan
24 Jalan M.H. Thamrin
J A K A R T A

Bogor, May 25, 1978.
No. 097/SEK-212/PAK/V/1978.-

Dear Sir,

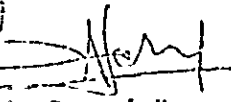
Short-term experts

We hereby inform you that for implementing and supervising the construction works on the field of mulberry trees at Sericultural Centre in South Sulawesi, for which some budget to be used come from the Japanese Government as technical assistance based on The Agreement of February 28, 1978 we need aid in the form of 1 (one) short-term expert (Agriculture Civil Engineer) for 4 months. The work is scheduled to start ini June 1978.

We hope this request will receive your attention. Thank you.



Yours Sincerely,


A. Sanusi K.

Project Leader

- cc. 1. Secretary of Directorate General of Forestry
Jakarta.
2. Resident Representative of JICA
Jakarta.
3. DR. K. Aoki
Japanese Team Leader
Ujung Pandang

CURRICULUM VITAE

1. Name : (a) Surname: SUZUKI ()
 (b) Forename: TAKAFUMI ()
 (c) Aliases: ()

for Chinese character where applicable

2. Date and Place of Birth : August 22, 1943, Japan
3. Address : (a) Present: 210, 1, 7, 4, 1, Iwatominami, Komae-city,
 Tokyo-to, Japan
 (b) Permanent: 1,043, 1-chome, Iwatominami, Komae-city,
 Japan

4. Nationality : Japanese

5. Occupation :

(Present and Past with dates)

- | | |
|-----------------------|--|
| June 1978 - present | Associated member, Taiyo Consultants,
Co., Ltd. |
| Nov. 1974 - present | Section chief, Consulting Division,
Chuokaihatu Corporation, Japan |
| Dec. 1972 - Oct. 1974 | Agro-Industrial Complex, Inc., Japan |
| Apr. 1967 - Nov. 1972 | Civil Engineer of Agricultural Development
and Improvement Department at Sanyu
Consultants International Inc., Japan |

6. Educational Qualifications

(Together with dates)

- | | |
|-----------|--|
| Mar. 1967 | Graduated from the Agricultural
Engineering Dept., Faculty of
Agriculture, Tokyo University of
Agriculture and Technology |
| 1969 | Completion of the Postgraduate
Course of Civil Eng. Dept. Faculty of
Eng., University of Southampton, U.K. |

7. Identification Documents :

(a) Identity Card No. :

Date & Place of Issue:

(b) Passport No. :

Date & Place of Issue:

参考資料－ 12

総 番 号 (TA) R 048971 1411

78年 07日 17時30分 インドネシア 発

78年07月07日 19時54分 本 省 着

外 務 大 臣 殿

吉 良 大 使

養さん開発協力(D)

第1362号 至急

貴電経協枝2第199号及び貴電経協枝2第843号に関しニムラ、ワザワ及びスズキの受入れ確認取付けた。

(了)

(4) バングラデシュ園芸研究プロジェクトの場合

a. 相手国政府からの要請(公電) 参考資料－ 13

b. 履歴書の送付(B1フォーム) 参考資料－ 14

c. 受入れ確認通知(公電) 参考資料－ 15

参考資料－ 13

総 番 号 (TA) R 038691 1636

78年 月30日 20時00分 バングラ 発

78年05月31日 13時35分 本 省 着

外 務 大 臣 殿

伊 藤 大 使

えん芸協力モデルインフラ整備専門家派遣要請(C)

第347号 至急

貴電経協枝2合第4345号に関し今般バ政府ARIより農業土ほく専門家1名の派遣を要請(要請期間は53年8月から6カ月間で、要請分野はモデルインフラ事業による試験ほ場造成工事及び施工管理)越したところ、本事業の実施期限は今年度末であるのでよろしくお取計らい願いたい。(正式要請書は取付次第送付する。)

(了)

BUREAU FOR TECHNICAL CO-OPERATION IN SOUTH
AND SOUTH-EAST ASIA

P. O. Box 596

Colombo

Ceylon

O F F E R

by the Government of Japan
to the Government of the People's Republic of Bangladesh.....
of technical personnel i. e. Designing & Supervision of Construction
in response to application No. _____ registered with
the Bureau

1. Particulars relating to Expert available :

- (a) Name of Expert : Sumitada OKAMOTO
(b) Age : 34 (c) Nationality : Japanese
(d) Civil status and number of dependents :
Married, three(3) dependents
(e) Present address :
Kayama-So, 378 Ikuta, Tama-ku, Kawasaki City,
Kanagawa Prefecture, Japan
(f) Profession or occupation, together with precise statement of
qualifications :
Staff, Agricultural & Water Resources Development
Department, Japan Engineering Consultants Co., Ltd,
on July 1978

(g) Employment Record :

<u>Name of Employers</u>	<u>Period</u>	<u>Post Held</u>
--------------------------	---------------	------------------

Irrigation, Drainage & Land Reclamation Engineer of Japan

Engineering Consultants Co., Ltd. engaged in the following works :

- (1) Hydraulic Study and Planning for the Narayanganj-Narsingdi District Irrigation Project, in Bangladesh, Japan International Cooperation Agency.
- (2) Supervision of Construction of the Central Extension Resources Development Institute (Include Pilot Firm), in Bangladesh, Japan International Cooperation Agency.
- (3) Hydraulic Study and Planning of the Misugi River in Tochigi Prefecture, Japan, Ministry of Construction.
- (4) Water survey and facility designing of the Misugi River in Tochigi Prefecture, Kanto Regional Construction Bureau, Ministry of Construction.
- (5) Designing of Hirakina Headwork and Pumping Station along the Miyaragawa River, Okinawa Prefecture, Okinawa Development Bureau.

(h) Any other relevant information regarding the expert :

Graduated from Irrigation & Drainage Engineering Course, College of Agricultural Engineering, Okayama University, on March 1977.

(i) Approximate date and period of availability :

For the Period of six months, from Aug. 24, 1978 to Feb. 23, 1979.

2. Terms and conditions of offer :

(a) Salary and allowances of offer :

(b) Other emoluments of any, e. g. provision of accommodation, free medical expenses, etc. :

Offered by the Government of the People's Republic of Bangladesh according to the provisions of the Record of Discussions signed on the 3rd November, 1977.

(c) Arrangements proposed for apportionment of costs, including passages, between the supplying and applicant countries :

3. Any other remarks :

Any other treatment prescribed in the Record of Discussions signed on the 3rd November, 1977.

Signed

Date

On behalf of the Government of ... Japan.....

参考資料－ 15

総 番 号 (TA) R 058426 1100

78年 月 14日 17時 15分 バングラ 発

78年 08月 14日 20時 23分 本 省 着

外 務 大 臣 殿

伊 藤 大 使

えん芸研究協力モデルインフラ専門家(D)

第 483号 至急

貴信経協技 2 第 112号 に関しオカモトの受入確認を計画省より口頭にて取付けた。

なお、計画省より 8月 14日付書簡にて本件 A 1 フォームを送付越したので追送する。

(了)

(5) フィリピン・パンタバンガン森林造成及びカガヤン農業開発プロジェクトの場合

a. 相手国政府からの要請(公電) 参考資料－ 16, 17

b. 受入れ確認(公電) 参考資料－ 18

参考資料－ 16

総 番 号 (TA) R 037644 1153

78年 月 26日 19時 40分 フィリピン 発

78年 05月 26日 20時 48分 本 省 着

外 務 大 臣 殿

御 巫 大 使

パンタバンガンしんりん造成プロジェクト(C)

第 594号 至急

標記プロジェクトにかかるモデルインフラ整備事業については、比側しんりん開発局(BFD)の協力を得つつ実施することとなり、近く着工する予定であるが、今般当プロジェクト派遣専門家と打合せた結果、本工事の施工管理監とくを実施することは、現状では極めて困難と史料されるところ、りん業土木コンサルタントを 1名 7月下旬より 10月下旬まで派遣願いたく、派遣の可否ご検討の上結果ご回報たまわりたい。

なお、BFDより本件コンサルタントの派遣につき異存ない旨了解を取り付けた。

(了)

参考資料一 17

総 番 号 (TA) R 071151 1508

78年 月 28日 17時 02分 フィリピン 発

78年 09月 28日 17時 58分 本 省 着

外 務 大 臣 殿

御 巫 大 使

カガヤン総合農業開発(C)

第1169号 至急

原記プロジェクトに係るモデルインフラ整備事業については、比側CIADPOの協力を得つつ
近く着工の予定であるが、今般JICA事務所及びプロジェクトに派遣中の専門家と打合せた結果、
本工事の監とく業務を実施することは、現状では極めて困難と思料されるところ、農業土木関係
コンサルタントを1名10月中旬より6ヶ月間派遣願いたく、派遣の可否につき御検討の上結果御
回報たまわりたい。なお、CIADPOより本件コンサルタントの派遣につき異存ない旨了解取付
けた。

(了)

参考資料一 18

総 番 号 (TA) R 049856 1821

78年 07月 11日 17時 00分 フィリピン 発

78年 07月 11日 17時 54分 本 省 着

外 務 大 臣 殿

御 巫 大 使

パンタバンガンしんりん造成計画(D)

第795号 至急

貴電経協技2第645号に関し、11日、しんりん開発局バガヤン部長より、モリカワ、ヤナセ、
コノノ3専門家の受入れにつき異存ない旨連絡越した。

(了)

Ⅵ モデンインフラ整備事業に関する 事務連絡の事例

Ⅵ モデルインフラ整備事業に関する事務連絡の事例

1. タイかんがい農業開発プロジェクトにおける事例

- (1) モデルインフラ工事について(52. 12. 23. 古谷リーダー→農業開発協力部長) ……参考資料- 1
- (2) モデルインフラ工事における測量試験費の要求について(53. 2. 24. パンコック事務所長→総裁) ……参考資料- 2
- (3) タイかんがい農業開発, 現地業務費プール分の支給について(53. 3. 13. 農業開発協力部長→パンコック事務所長) ……参考資料- 3
- (4) モデルインフラ整備事業試験圃場整備工事入札結果報告(53. 5. 27. パンコック事務所長→農業開発協力部長) ……参考資料- 4
- (5) テレックス(53. 6. 7. JICAHDQ→パンコック事務所長) ……参考資料- 5
- (6) テレックス(53. 6. 8. パンコック事務所長→JICAHDQ) ……参考資料- 6

2. マレーシア水管理訓練計画プロジェクトにおける事例

- (1) 事務連絡(53. 3. 16. クアラランブール事務所長→農業開発協力部長) ……参考資料- 7
- (2) 事務連絡(53. 3. 21. クアラランブール事務所長→農業開発協力部長) ……参考資料- 8
- (3) 事務連絡(53. 4. 7. クアラランブール事務所長→農業開発協力部長) ……参考資料- 9
- (4) 最近の業務状況および要望事項等について(53. 5. 15. 出口リーダー→農業開発協力部長) ……参考資料- 10
- (5) 業務状況報告書(53. 7. 11. 出口リーダー→農業開発協力部長) ……参考資料- 11
- (6) テレックス(53. 7. 19. JICAHDQ→クアラランブール事務所長) ……参考資料- 12
- (7) マレーシア水管理訓練計画にかかるモデルインフラ整備費等に基づく工事契約書(写)の送付等について(53. 7. 31. クアラランブール事務所長代理→農業開発協力部長) ……参考資料- 13
- (8) テレックス(53. 8. 2. JICAHDQ→クアラランブール事務所長) ……参考資料- 14
- (9) 専門家の短期派遣について(53. 8. 14. 出口リーダー→農業開発協力部長) ……参考資料- 15
- (10) 専門家の派遣等について(53. 10. 6. 農業開発協力部長→出口リーダー) ……参考資料- 16

3. フィリピン・カガヤン農業開発プロジェクトにおける事例

- (1) 業務状況報告書(53. 7. 13. マニラ事務所長→農業開発協力部長) ……参考資料- 17
- (2) テレックス(53. 8. 7. マニラ事務所長→JICAHDQ) ……参考資料- 18

4. フィリピン・パンタバンガン森林造成プロジェクトにおける事例

- (1) モデルインフラ整備事業実施に係わる申入れ(53. 5. 23 マニラ事務所長→総裁)……参考資料- 19
- (2) メモランダム(53. 7. 10 マニラ事務所長→林業開発協力部長)……参考資料- 20

5. インドネシア養蚕開発プロジェクトにおける事例

- (1) テレックス(53. 3. 3 ジャカルタ事務所長→JICAHDQ)……参考資料- 21
- (2) テレックス(53. 5. 12 ジャカルタ事務所長→JICAHDQ)……参考資料- 22
- (3) モデルインフラ整備事業の実施について(53. 5. 17 ジャカルタ事務所長→JICAHDQ)……参考資料- 23
- (4) テレックス(53. 5. 20 ジャカルタ事務所長→JICAHDQ)……参考資料- 24

参考資料- 1

1977 IADP第 120号

昭和 52年 12月 23日

国際協力事業団

農業開発協力部長 殿

タイかんがい農業開発事業

リーダー 古谷 幹雄

モデルインフラ工事について

モデルインフラ工事の実施に当り、設計変更増になった場合の金の手当をどのようにして確保し、又どのような手続きで支出する考えであるか回答願います。

技術者連絡会議において、モデルインフラ工事費により、機場の建屋をつくることはできないという説明があったので、確認の上、回答願います。又、不可能な場合、職場のどこまでモデルインフラ工事費でできるか図面等で示して下さい。

事 務 連 絡

発信 農BK-219

昭和53年2月24日

国際協力事業団

総裁 法 眼 晋 作 殿

国際協力事業団バンコック事務所

所長 北 野 康 夫

モデル・インフラ工事における測量試験費の要求について

昭和53年1月28日付TC-53.2にて教示あった上記事項に関し、タイ側（農地改革局ALRO）と折衝を行なったところ、一般予算からの支出については不可能なる旨回答を得た。同時に農地改革基金からの支出は不可能ではない旨回答を得ているが、基金からの支出手続きは数種の委員会の決議が必要であり、通常1年以上の時間を要するとのコメントが添付されていた。

今年度工事であるモデル・インフラについては早急なる調査を要するので事実上タイ側が負担するのは不可能と思料される。

については、調査計画費及び見積り計算書を添付し送付するので宜敷くご検討のうえ結果の回報方お願い申し上げます。

（了）

調 査 計 画 書

1. 調査目的

trial farm の建設に当り2ヶ所の機場及び堤防が予定されている。機場はコンクリート構造物であり、かつ地盤が軟弱なため杭基礎が要求されるが、その設計に必要な基礎資料が不足している。そのため各々1ヶ所のボーリングを行いその資料を得る。又、堤防建設に關しても土質に関する資料が不足しており物理、力学試験を行いその資料を得る。

併せカウンターパートの指導教育を行う。

2. 調査項目

- 1) ボーリング 2孔 20 m 物理試験及び力学試験を含む
(irrigation & drainage pumping station)
- 2) 物理、力学試験 1ヶ所 各々3サンプル
(室内試験を含む)

3 調査期日

昭和53年3月1日～4月15日 45日間

(内 現場調査 15日間)

4. 調査費用

63,000 B ≈ 756,000 円

内訳 調査費 39,000 B (別添 estimation sheet 参照)

諸係費 24,000 B (39,000 × 0.6)

計 63,000 B

参考資料-3

発信第農開BK53-3号

昭和53年3月13日

パンコック事務所

北野康夫 所長 殿

国際協力事業団

農業開発協力部長

タイ・かんがい農業開発現地業務費プール分の支給についてほか

標記の件については、計画打合せチームの業務調整として訪タイ中の当部渡辺から事情聴取されたものと思いますが、念のため下記の通り連絡致します。

I. 現地業務費プール分の支給について

53.2.24日付発信BK-219で要請のあったモデル・インフラ工事における測量試験費については、検討の結果760,000円を交付することに決定いたしました。今月末を目途に上記金額を送金することとし、目下手続中であります。

ESTIMATION OF SOIL SURVEY in 1977

Item	Kind of survey	Kind of testing	Unit Price (฿)	Cost (฿)	Remarks
Trial Farm					
1-1 Irrigation					
Pumping Station	boring 20 m depth	1-1-1 sampling every 1.0 m depth	150	3,000	
		1-1-2 standard penetration test every 1.00 m depth	150	3,000	
		1-1-3 in-situ vane shear test every 1.0 m depth	100	2,000	
		1-1-4 mechanical boring 20 m depth	250	5,000	
1-2 Drainage					
Pumping Station	boring 20 m depth	1-2-1 same as 1-1-1	150	3,000	
		1-2-2 same as 1-1-2	150	3,000	
		1-2-3 same as 1-1-3	100	2,000	
		1-2-4 same as 1-1-4	250	5,000	
1-3 Others	transportation			6,000	Bangkok = Project Site

Item	Kind of survey	Kind of testing	Unit Price(₪) Cost (₪)	Remarks	
1-4 Hole No. 1	physical and mechanical survey; 3 point	1-4-1 gradation test	120	360	
		1-4-2 M/C	20	60	
		1-4-3 direct shear test	?	?	unknown
		1-4-4 permeability test	500	1,500	
		1-4-5 compaction test	200	600	
		1-4-6 specific gravity	50	150	
		1-4-7 Atterberg limit	110	330	
		1-4-8 consolidation test	550	1,650	
		1-4-9 tri-axial compression test	450	1,350	
		1-4-10 sampling		250	unexact
Total			38,250	= 39,000 ₪	

事務連絡

発信 No BK.028

昭和53年5月27日

国際協力事業団農業開発協力部

部長 金津 昭 治 殿

国際協力事業団パソコック事務所

所長 北 野 康 夫

モデルインフラ整備事業(かんがい農業開発プロジェクト)試験圃場整備, 工事入札結果報告

上記入札結果につき下記のとおり報告する。

記

日 時 5月25日(木) 14:00~

場 所 ALRO会議室

入札参加者 3社(MVS Construction Co.Ltd, Sang Uthai, 及び Seri Dhana Ltd, なお当初予定にいたAmorn Chai Nat は不参加)

出席者(立合者) 日本側 北野 JICA 所長他
古谷プロジェクトリーダー他
タイ側 Pinit ARLO 事務局次長他

入札結果

(順位)	(会社名)	(金額)	(工期)
第1.	MVS Construction	4,799,690. ⁰⁰	12月1日~3月31日(120日)
第2.	Sang Uthai	4,999,718. ⁰⁰	(120日)
第3.	Seri Dhana	5,091,679. ⁰⁰	1月1日~4月30日(120日)

当事務所コメント

以上のとおり金額については, 予算額 2,232 千パーツ(1パーツ=212円)を大巾に越え, 又, 工期(時期)についても雨期のためその後約6カ月間は施工不可能であるところから今年度末にずれ込む等当初計画を変更する必要が生じた。

よって早急に, 入札金額のチェック, 設計, 仕様の変更等ALRO側を含め善後策について検討することといたしたい。

なお, 本件に関し, 何らかの御指示があらばご回示願いたい。

(以上)

参考資料－ 5

AD213

53. 6. 7

バンコック 事務所長 あて

J I C A H D Q

事務連絡BK 028 に関し、工期は支払いの関係もあり、54年3月中旬迄に竣工することが、絶対必要。

工事費については、予定価格と入札額の間で大巾な差があるが、Negociation を充分に行い、極力、予算額の範囲内で実施できるよう配慮されたい。

最大限の努力にもかかわらず予算額を越えるようであれば、予算額の範囲内で工事量を調整せざるを得ないと考える。

参考資料－ 6

AD130

53. 6. 8

J I C A H D Q あて

バンコック事務所長

モデルインフラ整備AD130

貴電AD213 に関し、その後、MVS社と第1回目のネゴシエーションをしたところ、百万パーツの値引の線が出ているが、一方、西松建設に予定価格の見直しを依頼しており、その結果を待って(今月中旬頃)ネゴシエーションの継続、設計変更等具体的方策につき検討予定。

北野

事 務 連 絡

発 信 番 号 KL-90

昭和 53 年 3 月 16 日

国際協力事業団農業開発協力部

同 部 長 殿

国際協力事業団

クアラランブール事務所長

水管理訓練センターに係る事務連絡の送付について

標記に関し、別添送付する。

以 上

事 務 連 絡

発信番号WM002 KL

発信日53年3月8日

国際協力事業団

農業開発協力部長 殿

マレイシア水管理訓練

出 口 勝 美

最近の情勢と業務について

—WM001 (53. 2. 18)以降—

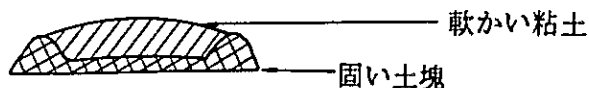
1. モデルインフラストラクチャ整備事業については、JICA KL DID との間の協議打合せを経て、その取扱いと処理要領を概ね次のとおりに了解。
 - ① DID は当方の示唆に応じてこの事業の受入れを希望し、その要請書をプロジェクト責任者であるところの Mr. Thavaraj 名で JICA KL 所長に提出する。
 - ② 工事内容は D/F の内部施設の諸工事とし、日本供与資機材の適切な据付と使用を重点とする。
 - ③ 設計は、近日中に日本から到着する明細書・図面・仕様書に基づき、DID が単価・歩掛を適用して工事予定価格を算出。工事は DID 推薦の業者と当方との間の随意契約により施

行。

- ④ 工事の指導監督のため設計担当者（JIRCO技師）と電気・ゲート等を含むポンプ技術者（業者）の派遣を東京へ要請する。この派遣はA₁フォームによらない。
- ⑤ 工期は供与資機材の到着時を考慮して一応6月～9月とし、11月、12月の洪水による支障がないように、それ以前の完工を期する。そのためDIDは輪中堤防の工事を貯水池掘削に合わせ本年内に実施することを検討する。
- ⑥ DIDは本プロジェクトの総事業費を当初の予定170万\$から今回400万\$（約4億円）に変更する必要があるとして、政府に対する増額要求を準備している。その中にモデルインフラ整備を如何に取込むかを双方で検討してきた。

2. 諸施設の工事に関する情報としては、以上のほかに

- ① 技術関係の度量衡の単位はフット・ポンド式であったし、別紙1の単位もそうであるが、今後はこのプロジェクト関係ではメートル制を用いることを提言し、DIDは了解。
- ② 輪中堤防を少しでも低く下げたいという私の意向を断念することにした。それは本川の治水工事の効果が期待できないからであり、また洪水記録は過去60年間に限られているからでもある。
- ③ 輪中堤防の盛土は固めせず、自然圧密をまつ。土取場（貯水池）の表層の固い土で囲いをした上で、下層の軟かい土を中詰する工法とする。



従来、幹・支線の用水路堤防もこの工法によった。

- ④ 進入道路の舗装は路盤の圧密沈下が相当進んだ時期までまつ。

事 務 連 絡

発 信 番 号 KL- 92

昭 和 53 年 3 月 21 日

国際協力事業団農業開発協力部

同 部 長 殿

国際協力事業団

クアラランプール事務所長

水管理訓練センタープロジェクトに係る事務連絡の送付について
標記に関し、別添送付する。

以 上

事 務 連 絡

発信番号 (WM)004(KL)

発 信 日 53 年 3 月 17 日

国際協力事業団

農 業 開 発 協 力 部 長 殿

マレーシア水管理訓練

出 口 勝 美

モデルインフラ整備その他

1. さる3月10日テレックスで要求された本件の工事図面・見積書(明細書)・工程表を提出します。
2. 今回の積算では2,280万円となるので、前回の申請額1,920万円に拘らず、なるべく増額されることを強く要望します。
3. この工事を請負に付する場合の予定価格は、上記金額とは異なるのはもちろんですが、ポンプ据付等の特殊の技能を要する手間はこれらには含まず、しかしこれが最も重要な部分でありながら、見積困難の現情を配意されたい。

デモンストレーション・ファーム造成工事

工事費明細書

— 金 22,800,000.—円也

対円換算

$$\text{現地通貨合計 } 208,600.— \times \frac{1 \$ = 250 \text{ 円}}{1 \$ = 2.29 \text{ M\$}} = 22,800,000 \text{ 円}$$

(単位: M\$)

№	名 称	数 量	単 位	単 価	金 額	単価表	備 考
1	圃 場 造 成				42,300		
	地下かんがい、暗渠排水	1,435	m	5.94	8,500	*)	D48, p.95 ; 各々0.3haづつ
	表土扱	9,200	m ³	3.58	32,900	*)	D1の2倍を計上
	整地工	494	m ²	1.79	900	*)	D1, p.46
2	用 水 施 設				32,500		
	ポンプ場 (φ300 上屋10m ²)	1	ヶ所		5,000	*)	p.132
	ボーリング (φ300, H=15m)	1	ヶ所		6,200	1	
	用水路	380	m	47.33	18,000	*)	D38, p.85
	横断サイホン	2	ヶ所	1,674.00	3,300	*)	D39, p.86
3	排 水 施 設				18,700		
	排水路	850	m	19.67	16,700	2	
	ヒーム管伏設(φ100)	40	m	8.78	400	*)	P15, p.115; 15.8MS/本 ÷ 1.8m
	ヒーム管伏設(φ500)	20	m	79.73	1,600	*)	P18, p.118; 119.6MS/本 ÷ 1.5m
4	圃 場 内 道 路	1,000	m	5.43	5,400	3	
5	ネズミ・鳥類防止柵	1,620	m	28.90	46,800	*)	D43, p.90 × 128ヶ所 } 合算 D44, p.91
	(小 計)				(145,700)		
6	諸経費 (共通仮設 現場経費 一般管理費等)	1	式		62,900	**)	145,700 × 0.432
	合 計				208,600		

*) : マレーシア国水管理訓練センター-実現設計調査報告書(その2) S. 52. 8月 JIRCOによる。備考は参照頁。

**) : 全上書によるD/F工事量のうち工事分の経費率: p.126, 125 ;

$$\frac{469,191 \text{ (総工費)}}{327,652 \text{ (直接工事費)}} = 1.432$$

ボーリング1ヶ所当り単価表

一金 6,180.-M\$

(単価番号 1号)

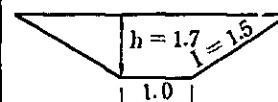
名称	数量	単位	単価	金額	備考
主任技術者	15	人・日	100	1,500	1人×15日
技術者	30	人・日	50	1,500	2人×15日
普通作業員	60	人・日	8	480	4人×15日
機械損料	15	日	180	2,700	
計				6,180	

土水路1m当り単価表

一金 19.67 M\$

(単価番号 2号)

名称	数量	単位	単価	金額	備考
機械削掘	6.0	m ²	1.55	9.3	*) D 2 p.47
法面整形	6.1	m ²	1.7	10.37	*) P 7 p.105
計				19.67	



圃場内道路1m当り単価表




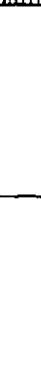







一金 5.43 M\$

(単価番号 3号)

名称	数量	単位	単価	金額	備考
道路造成: 掘削	0.63	m ²	1.79	1.13	*) D 1 p.46
盛土	1.0	m ²	0.71	0.71	*) D 4 p.49
筋芝	1.1	m ²	0.98	1.08	*) D 8 p.53
側溝	0.4	m	6.28	2.51	*) D 31 p.76
計				5.43	

*): マレーシア国水管理訓練センター実施設計調査報告書(その2)S.52年8月 JIRCOによる。

概略工程計画表

工 程	工 事 内 容	53年6月	53年7月	53年8月	53年9月	備 考
1 圃 場 造 成	表土扱：9,200 m ³ 、 整地：2,500 m ³ 、 地下かんがい：0.3 ha、 排水（暗渠）：0.3 ha					
2 用 水 施 設	ポンプ場：1、用水路：380m 横縦サイホン：2ヶ所					
3 排 水 施 設	排水路 850 m					
4 圃 場 内 道 路	1,000 m					盛土のみ
5 ネズミ、鳥類防止柵	1,620 m					

図面及び数量計算書

I. 図面目録

図面番号	名 称	枚 数
1	施 工 計 画 図	1
計		1

II. 数量計算書

「国際協力事業団マレーシア国水管理訓練センター実施設計調査報告書(その2)昭和52年8月(JIRCO)」の該当部分を参照のこと。

地下かんがい暗渠排水 : P. 244

表土扱い, 整地工 : P. 236 ~ P. 243

ネズミ・鳥類防止柵 : P. 254

その他は, 図上及び上記報告書を参照のこと。

参考資料 - 9

事 務 連 絡

発 信 № KL-4

昭和53年4月7日

国際協力事業団農業開発協力部

同 部 長 殿

国際協力事業団

クアラランプール事務所長

水管理センターに係る事務連絡等の送付について

標記に関し, 別添送付する。

以 上

業務情況報告書
(年 期分)

発信番号(WM)006(KL)

発信日 53年4月6日

国際協力事業団
総 裁 殿

マレーシア水管理訓練
出 口 勝 美

モデルインフラ整備工事の着手

この工事を今回施行するための諸準備をおおむね整えて着手に備えました。

ついては、この工事を実施するために、所定の現地業務費のほかに、旅費・雑役務費等の支出を必要としますので、別途申請書を提出しますが、万一その支給が困難な見通しとなった場合には、国内一般の要領によって、本整備費の中から工事雑費(5%程度)と若干の予備費、(工事費見積りに不確定要素があるため)を留保の上、当初の契約に臨むべきことを予めお認め願います。

参考資料-10

事 務 連 絡

発信番号WM-KL-010

発信日53年5月15日

国際協力事業団
農業開発協力部長 殿

マレーシア水管理訓練
出 口 勝 美

最近の業務情況および要望事項等について

1. 一般事務的事項については、逐一連絡してきたところですが、別途報告する主要事項のほか、当面の情況はつぎのとおりです。
 - ① モデルインフラ整備事業等に関する巡回指導班とは4月27、28、29日にわたりKOTA BARUで詳細に打合せたところですが、その帰国は今月末になるので、その中、差当り連絡す

ることは、

- a. 応急対策費 400 万円はモデルインフラ費の追加分として、使用計画を進めていたところ、これは堤防以外には使えないという班の説明に従がい、急拠 DID と協議して、堤防工事の半分（DID の積算 900 万円のみ）に当てることにした。
 - b. モデルインフラ（D/F整備）の方は予算の範囲内で極力推進を図る。
 - c. 予定された貧国対策費が取消されたこと、工事費の一部を工事雑費的な経費に当てられないことは、当方にとって二重の強打であって、まったく困惑している次第、これについてはマレイシアが貧国でないことは当然ながら、事業現地のKelantan州は国内最後進的で、そのGNP 500US\$ /人はまさに弱貧であること、および貧対を当てにしてKL事務所長から借金している事実など、窮乏の実状と今後の事業運営の必要から、是非格別の手立てを講じられたい。
 - d. 応急対策費支給申請書（既定 400 万円分）は提出済ですが、その第 2 次分を約 300 万円予定し、資機材現物の着荷をまって申請します。
- ② モデルインフラ（D/F）整備工事は、その設計を全面的に見直し中で、その製図はチーム専門家が自ら行っており、工事請負契約は 6 月になる見込み。
2. 要望事項としては
- ① D/F と堤防の工事については、日本側が全責任をもつので、専門家の助手として若手の技術者（コンサルタンツ職員）を 2 名、3～4 ヶ月間早速に派遣されたいこと。
 - ② 次いで工事後半（8 月以降）にポンプと電気のメーカー側技手を各 1 名、短期派遣の準備にかかれること。
 - ③ 業務費・工事関係諸費の不足分としての、事務所々管のプール経費（近く申請）の支給を確保されたいこと、を特にお願ひします。
 - ④ 53 年度予算の中で、本事業関係分は資機材モデルインフラ費その他がどの程度に予定されているのかをなるべく早期に承知いたしたい。決定したから至急に対処する、ということはおよそ困難な現地事情にあるからです。

業 務 情 況 報 告 書

(1978 年第一期分)

発信番号WM-KB-030

発 信 日 1978 年 7 月 11 日

国際協力事業団

総 裁 殿

プロジェクト名 マレーシア水管理訓練

リーダー名 出 口 勝 美

1. モデルインフラ整備工事等

- (1) モデルインフラ整備費として昭和52年度予算繰越費 1,900 万円, 同じく応急対策費 400 万円を6月初めに送達されました。
- (2) まず後者はセンターの洪水防止堤防工事に当てて随意契約のための諸手続きを行ない, 3社の相見積を7月1日に徴した上で最低の2,300万円相当の見積者との交渉, 妥結に努めた。しかし, 結果は7月6日に至り大段差のため遂に不調となり, やむなく別の業者との交渉を試みます。
- (3) モデルインフラ整備費は付属農場(かんがい用井戸, ポンプ場, 圃場整備)の建設に当てて請負に付するべく準備中ですが, これにしても当国における工事施行上の特異な諸条件(業者の能力・工期・精度…)の制約下で工事を完うするには相当の困難が予想されます。この種の業務には大幅の弾力性が欠かせないことが, 一層痛感されます。
- (4) 上記両者の予算科目が異なるに拘らず, 海外現地ではそれら相互の流用もやむをえないことと考えられます。またこの種の工事には純工事費のほかに諸雑費が不可欠であることを重ねて具申する次第です。
- (5) 上記工事を当チームが処理することはプロジェクトの本来計画以外のことであり, しかも予算はきわめて少額, これらに要する現地の業務量は, 国内における多額の工事費の取扱いに劣るものではありませんので, これらに対応する人員の既時配置と予算の大型化が望まれます。

河 西 所 長

JICAHDQ

水 管 理 訓 練 計 画

以下について出口リーダーに伝えられたい。

モデルインフラ及びポンプ設置に係る専門家については、派遣時期の問題もこれあり、マ側における派遣要請手続の進捗状況について至急連絡ありたい。

本部としては公電による要請でも派遣を実施することとした。

なお、モデルインフラ専門家は8月下旬より6ヶ月間の予定で派遣可能である。

国際協力事業団農業開発協力部

同 部 長 殿

氏名 小 島 明

所在 クアラルンプール事務所長代理

マレーシア水管理訓練計画にかゝるモデルインフラ

整備費等に基く工事契約書(写)の送付等について

1. 標記につき別添の通り契約書(写)を1部送付致します。ご査収下さい。
2. 同計画プロジェクトリーダーより事務連絡の提出があったので同封致します。
3. 本年度においてはすでに振込んで頂いておりますので不必要かと思いますが、モデルインフラ整備費にかゝる銀行口座を下記に変更致しましたのでお知らせ致します。

記

旧銀行口座 東京銀行クアラルンプール支店 A/C 11230

新銀行口座 東京銀行クアラルンプール支店 A/C 11270

以 上

事 務 連 絡

発信番号WM-KL 015

発 信 日 53年 7 月 27 日

国際協力事業団
農業開発協力部長 殿

プロジェクト名 マレーシア水管理訓練
リーダー名 出 口 勝 美

当面の諸懸案事項について

1. このことについて昨26日に DID 当事者と会談し、大使館とも連絡した結果は次のとおり。
2. 7月19日受貴信(TELEX)については、大使館がA1フォームの専門家派遣要請書を受理していたが、期間2ケ年を懸念していたところ、DIDはこれを6ヶ月とすることを了解し、EPUにその旨文書を発することにして、大使館から添書を付して東京へ進達した。
したがって、期間、8月下旬から6ヶ月で実施を準備されたいが、もしポンプ(そのみの)専門家が同時に出発することになれば尚早となるので、当方の工程を後日確定した上で期間を調整願いたい。
3. 輪中堤防等の工事は7月15日にようやく随契に達し、またさく井は約270万円で明後28日に結着の予定です。
4. 第2次の応急対策費の要請は断念します。その代りではありませんが、現地業務費プール分約160万円をKL事務所長に申出ましたので、これは何とか実現するようによろしく御配慮願います。

参考資料-14

AD099

53. 8. 2

K. L. 事 務 所 長

J I C A H D Q

水 管 理 訓 練 計 画

以下について出口リーダーに連絡されたい。

モデルインフラに係るA1フォームには派遣期間が2～3年間となっているが、本部では打合

せた通り3乃至6ヶ月の派遣期間でしか対応できない。その点について、マ側に確認するとともに、プロジェクトの希望する具体的な派遣期間をB1フォーム送付及びアグレマン取付け等、時間的制約もこれありポンプ据付け専門家の派遣要請の進捗状況とともに至急連絡ありたい。

参考資料 - 15

事 務 連 絡

発信番号WM-KB・039

発 信 日 53年8月14日

国際協力事業団

農業開発協力部長 殿

プロジェクト名 マレーシア水管理訓練

リーダー名 出 口 勝 美

専門家の短期派遣について

拙信WM-KL-015（7月27日付）に係るこのことについては、派遣期日を次のようにお取計らい願います。

1. 堤防と井戸の工事は進行中であるから、これらの指導監督に当る技術者の派遣は御予定のとおり8月末から6ヶ月間であること。
2. ポンプ場とその取付堤防を含む圃場整備工事には9月早々に着手し、完了を来年3月と予定します。その間、ポンプの据付、配線を10月中に実施し、11月、12月の予想洪水時には、その複雑な運転操作に習熟する必要から、ポンプと電気（発電機の据付を含む）の技術者各1名 -ただし双方を十分カバーできるならば1名でも可-を9月中旬から3ヶ月間派遣されること。

事 務 連 絡

番号MW-53-10

昭和53年10月6日

マレーシア水管理訓練計画
プロジェクトリーダー 出口勝美 殿

国際協力事業団
農業開発協力部長

専門家の派遣等について

1. 専門家の派遣について

- ① モデルインフラに係る渡辺専門家は10月10日から昭和54年3月31日迄任務にあたりますが、業務の為の可能な限りの便宜供与方お願い致します。

なお、当業務に係る諸経費としてプール分支出申請に基づいて少くとも30万円は確保し得る見込みです。

- ② ポンプ据付けに係る専門家は最長2ヶ月の任期でしか派遣できなくなりました。

なお、派遣の為のA1取得にも(B1送付及び)アグレマン取付けにも今迄の前例からしてかなり時間を要しておりますので、その点を考慮された上で最適な派遣時期について前広な連絡方お願い致します。

発信 46MNL-149

昭和53年7月13日

国際協力事業団
農学開発協力部長 殿

氏名 網川 公和
所在 マニラ海外事務所

カガヤン農業開発

標記プロジェクトに関し別添のとおり53年度第1・四半期分の業務報告書が提出されたのでご送付申し上げます。(了)

業 務 情 況 報 告 書
(53 年 1 期 分)

発信番号(6)

発信日 年 月 日

国際協力事業団

総 裁 殿

プロジェクト名 カガヤン農業開発

リーダー名 岩 崎 浩 清

このことについて下記のとおり報告します。

記

目 次

1. パイロットセンター圃場 2 ha の暫定かんがい計画について
2. パイロットセンター建設の進捗状況について
3. モデルインフラ整備事業(試験訓練圃場整備工事)の一部変更について
4. パイロットファーム 54 ha その後の経過について
5. モデル整備事業の実施に関する巡回指導チームを迎えて
6. パイロットセンター Phase II の測量

1. パイロットセンター圃場 2 ha の暫定かんがい計画について

パイロットセンターの建設は 1977 年 12 月 1 日から開始され、現在メインコンプレックスの建築が進められている。圃場はモデルインフラ整備費を充当し工事発注への準備を進めている。

ポンプ場は乾期を待って施工するため来年の 3 月末完了の予定である。従って本年 11 月から実施するパイロットセンターでの実用試験には支障をきたすため、とりあえず計画中のセンター用飲雑用水の井戸を利用してかんがい用水をまかなう、その計画は別添のとおりである。

なお比側はこのための深井戸、水槽、仮設水路として 580,000 ペソが用意されており早急に実施するよう働きかけている。

2. パイロットセンター建設の進捗状況について

昭和 52 年 12 月 1 日カルデラ社との契約の建築工事は別添(2)工程表の通り完了することになっているが、目下工事は 30 日程度遅れるものと思われる。

6 月末現在も突貫工事を行っているが、遅れの原因はマニラから入手している材料の搬入が大幅に遅れた、ことに屋根の波型亜鉛引鉄板、天井板、窓ガラスである。

労務者も工事の進捗により一般土工から屋根葺工、タイル工、人造研石工と専門的に細分化

されることにより、材料搬入遅延により労務者の手待が出て来た。6月27日現在、屋根を葺き終えペイント塗装を行っている、仕上がり程度では天井90%食堂、実験室床張コンクリート仕上は50%、廊下の人造研石は70%、この他建物の周辺は徐々に手をつけている状態である。

3. モデルインフラ整備事業（試験訓練圃場整備工事）の一部変更について

工 種	変 更 後	変 更 前
1) 圃場造成（水田）	5.1 ha	3.1 ha
2) 用水施設		
コンクリート水路	470 m	120 m
用水パイプ延長	1,070 m	700 m
高架水槽	1	1
3) 排水施設		
排水機場	1	1
石張水路	600 m	600 m
暗渠排水		
4) 農 道		
アスファルト舗装	—	1,500 m
5) 導水路施設		
揚水機場	1	1
用水パイプ延長	800 m	800 m

変更理由

プロジェクトの効率的実施を図るため拠点となるパイロットセンターでの圃場を早急に整備する目的で先にモデルインフラ整備事業が承認されたが、その中で圃場5.1haのうち3.1haはモデルインフラ整備費で残り2.0haを比側の予算で早期に実施し本年11月からパイロットセンター、プログラムにより実用試験を行うべく計画を樹ているが、未だに実施予算がリリースされない現状であり、これを待っていたのでは、実用試験の開始が大幅に遅れるおそれがあるので、比側と協議した結果5.1ha全体の圃場整備をモデルインフラ整備事業で実施し比較的施工が遅れても支障のない農道を比側の予算で実施した方がよいとの結論に達した。又このことは工事を実施する上でも同一工種にまとめることは、工事の変更手続、工事監督上からも容易である（このことはモデルインフラ整備事業実施巡回指導チームの指摘事項でもある。）ため変更したい。

4. パイロットファーム54haその後の経過について

パイロットセンターに隣接するサービスエリア（イグイグ600ha）の中でカガヤン川から最も取水の容易な地区（別添(3)）56haを選定し今年1月からCIADP-NIAの直営で施工さ

れている。当初予定は1月から4月209,641ペソであったが、ポンプの搬入、工事の遅れで現在なお施工されている。

6月5日φ6インチポンプ2台の試運転を行った。更に6月20日φ8インチポンプ1台を据付けた。

一方水田にはモンゴースピーズが栽培されておりこの収穫は7月末であり、この収穫後9月から本格的に水稻栽培を実施すべく準備に入っている。

5. モデル整備事業の実施に関する巡回指導チームを迎えて

小林団長、山口財務第1課長、山本課長代理を迎え始めての試みとして当プロジェクトにもモデルインフラ整備事業費がつき、この予算の使用に当って細詳にわたり説明をうけた当国のように予算がついても必ずしも、リリースされるとは決っていないおかげでモデルインフラ費をパイロットセンターに充当することが出来11月からの実用試験開始の軌道に載せることが出来たことは非常によろこばしい、又調査団の御指導に感謝します。

6. パイロットセンターPhase IIの測量

Phase IIの建設準備のため、既に盛土されている別添図面の平板測量を行ないBPWにその結果を提出した、又BPWはこの平面図にもとづき建設のための設計を始めた、その内容はワークショップ、シエッドオブマシナリー、ガレジー、ドライビング、ミリングハウス、ウータータンクである。別添(4)

参考資料 - 18

AD328

53 8 7

J I C A H D Q

マニラ事務所長

AD 328 (カガヤン)

モデルインフラに関し工事監督専門家の受入れを前向きに検討中、CIADP局長は歓迎の意向なお、契約はプロジェクトコーディネーターの了解とりつけがおくれているため今週後半の見こみ。

綱 川

申 請

発信 №MNL - 76

昭和 53 年 5 月 23 日

国際協力事業団

総 裁 殿

綱 川 公 和

マニラ海外事務所

モデルインフラ整備（バンタパンガン森林造成）

標記に関し、従前から比国林野庁（BFD）関係工事の場合すべて BFD の直営方式により実施してきており、かつ、現場が遠隔地にあり、また、別派のとおり浅川リーダーからの申し入れがある等の理由から、BFD と別紙メモランダム（案）（調査団記述）を交換し、監督及び部分検査業務を BFD に委託すると共に、BFD 及び専門家の協力を得ることゝいたしたいので、実施要綱第 10 条に基づき申請します。

53. 5. 23

JICA マニラ事務所

綱 川 所 長 殿

バンタパンガン森林造成

技術協力プロジェクト

チーフアドバイザー

浅 川 澄 彦

モデルインフラ整備事業実施に係わる申入れ

5 月 17 日、標記事業に関する巡回指導チームの指導をうけ、バンタパンガン森林造成技術協力プロジェクトについては、貴所の直営で実施する方針にきまりました。

つきましては、事業内容、地理的条件などから、当プロジェクトの実施機関である森林開発局（Bureau of Forest Development）に、労務、資機材の調達を含めた監督、および完成検査について全面的に協力を求めることが望ましいと考えますので、ここに書面をもって意見を申入れます。

なお森林開発局にはインフラ工事などを担当する部門があり、多くの類似工事を直接実施しており、技術的にも十分信頼できると判断されますので、念のため申し添えます。

参考資料－ 20

発信 66 MNL - 145

昭和 53 年 7 月 10 日

国際協力事業団

林業開発協力部長 殿

氏名 網川 公和

所在 マニラ海外事務所

パンタパンガン森林造成

標記プロジェクトのモデルインフラ整備事業の実施に関し、今般網川事務所長と比側 BFD コルテス局長との間で、別添のとおりMemorandum を取り交わしたので、右ご報告申し上げます。

ANNEX

1. Project:

RP-Japan Technical Cooperation Project for
the Afforestation in the Pantabangan Area.

2. Description of Work:

Construction of model Nursery, model Seed
Orchard, and relating facilities.

3. Fund Allocated:

20,000,000 Yen (nearly equal to 650,000 pesos)

4. Major Works Included:

- (1) Seed orchard : ca. 6 hectares
- (2) Nursery : ca. 4.4 hectares
- (3) Water supply system : One (1) reservoir, one (1)
check-dam, water canal
(ca. 450 meters), two (2)
water tanks.
- (4) Access road to the nursery : ca. 2,500 meters
- (5) Facility for forest fire protection

5. Time Limit:

All the works should be completed by the end of
January, 1979.

~~_____~~

MEMORANDUM

ON THE CONSTRUCTION OF MODEL INFRASTRUCTURES
FOR THE RP-JAPAN TECHNICAL COOPERATION PROJECT
FOR THE AFFORESTATION IN THE PANTABANGAN AREA


The Government of Japan, through the Japan International Cooperation Agency (hereinafter referred to as "JICA"), shall provide the fund for the construction of the model infrastructures for efficient and effective implementation of the said project at the request of the Project Director.

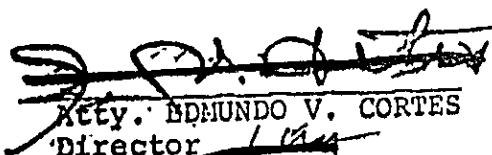
Using the fund, the JICA Manila Office shall construct the model infrastructures as shown in the attached paper, under direct management.

The Bureau of Forest Development (hereinafter referred to as "BFD") implementing the said project agreed to cooperate with the JICA Manila Office in procuring labor forces, equipment, supplies and materials, supervising actual works, and inspecting constructed items, by all means.

For this cooperation work, the JICA Manila Office shall consign both the supervision and inspection of the works to the BFD. On this consignment, the BFD shall assign the supervisor and assistant supervisors who implement the works on the directions of the JICA Manila Office, inspect constructed items, and submit the inspection report to the JICA Manila Office. The Japanese experts for the said project may advise the supervisor and their assistants mentioned above, whenever the necessity arises.

06 July 1978


Mr. TADAKAZU TSUNAKAWA
Resident Representative
JICA Manila Office


Acty. EDMUNDO V. CORTES
Director
Bureau of Forest Development

参考資料 - 21

AD 092

53. 3. 3

J I C A H D Q

ジャカルタ事務所長

AD 092 貴電AD 089 のモデルインフラ整備事業に関し(5)の短期専門家専門分野は、エロージョン(土壌流亡)防止, 期間は5月初めから3週間で人数は2名である。

なおA 1 フォームおよびB 1 フォームは必要とせず。本件は外務公信により要請を発出見込み。大使館は本省からの専門家の履歴書を付した派遣通知を受けて後イ側の承諾を取りつける事となる。

J I C A J A K A R T A

参考資料 - 22

AD 212

53. 5. 12

J I C A H D Q

ジャカルタ事務所長

AD 212 養蚕プロジェクトのモデルインフラ整備事業の会計役については、先に4月17日付往信JK-53-55により委任状を送付したが、小林指導ミッションのアドバイスにより専門家に会計役を委任せず、直接当事務所長がこれにあたることとなったので、本件モデルインフラ整備事業費は要綱第6条に抵触する恐れあるもとりあえず、東京銀行ジャカルタ支店口座番号56126宮本守也に振込み願いたい。

J I C A ジャカルタ

発信 № JX-53-13

昭和53年5月17日

国際協力事業団農業開発協力部

部長 金津 昭 治 殿

氏 名 宮 本 守 也

所 在 ジャカルタ事務所長

モデル・インフラ整備事業の実施について

往電AD 222に関し、指導チームの派遣を受け、契約準備をすゝめてきたが、仕様書及び設計図が専門家チーム、当事務所において作成できないため、農業土木短期専門家の派遣を得て、これらを作成し、契約を実施したいと思料している。

短期専門家については、すでに公電により要請連絡済みであるが、本件工事の早急なる着手が望まれるところ、早急に派遣方手配願いたい。

本件契約票は、別添のとおりであるが、貴職において御検討の上問題点あれば、御教示願いたい。なお、同案第1条(b)の工種、工事量は仕様書、設計図の決定にしたがって変更するものとする。

又、本件工事に関するC.V.Colli社（本件事業の請負業者）の内容を別添申し上げる。

別 添

- | | |
|-----------------|-----|
| 1. CONTRACT(案) | 1 部 |
| 2. C.V.COLLIの概要 | 1 部 |

以 上

C.V.COLLIの概要

(5月17日プロジェクトチーム報告)

1. 技術スタッフ
4名(専攻不明)

2. 保有車輛と機械

5 TONトラック	3 台
ジープ	2 台
セダン	1 台
ピックアップ	2 台

建設機械(ブルドーザー、トラクター、ショベル)は保有せず。

3. 資本金

3,000万ルピア。

以上

参考資料－24

AD 222

53. 5. 20

J I C A H D Q

ジャカルタ事務所長

AD 222 養蚕モデルインフラ整備事業の契約実施に当って、仕様書及び設計図を当事務所及び専門家チームにおいて技術的に準備できないため専門家1名の派遣を待って仕様書などを作成し、その後に契約実施したいと思料している。本件短期専門家派遣要請については別途公電発出済なるも貴職においても派遣手配至急願いたい。