

§ 1-3.409 Indefinite delivery type contracts.

One of the following indefinite delivery type contracts may be used for procurements where the exact time of delivery is not known at time of contracting.

(a) *Definite quantity contract*—(1) *Description.* This type of contract provides for a definite quantity of specified property or for the performance of specified services for a fixed period, with deliveries or performance at designated locations upon order. Depend-

ing on the situation, the contract may provide for: (i) Firm fixed-prices, (ii) price escalation, or (iii) price redetermination.

(2) *Application.* This type of contract is particularly suitable for use where it is known in advance that a definite quantity of property or services will be required during a specific period and are regularly available or will be available after a short lead time. Advantages of this type of contract are that it permits stocks in storage depots to be maintained at minimum levels and permits direct shipment to the user.

(b) *Requirements contract*—(1) *Description.* This type of contract provides for filling all actual purchase requirements of specific property or services of designated activities during a specified contract period with deliveries to be scheduled by the timely placement of orders upon the contractor by activities designated either specifically or by class. Depending on the situation, the contract may provide for: (i) Firm fixed-prices, (ii) price escalation, or (iii) price redetermination. An estimated total quantity is stated for the information of prospective contractors, which estimate should be as realistic as possible. The estimate may be obtained from the records of previous requirements and consumption, or by other means. Care should be used in writing and administering this type of contract to avoid imposition of an impossible burden on the contractor. Therefore, the contract shall state, where feasible, the maximum limit of the contractor's obligation to deliver and, in such event, shall also contain appropriate provision limiting the Government's obligation to order. When large individual orders or orders from more than one activity are anticipated, the contract may specify the maximum quantities which may be ordered under each individual order or during a specified period of time. Similarly, when small orders are anticipated, the contract may specify the minimum quantities to be ordered.

(2) *Application.* A requirements contract may be used for procurements where it is impossible to determine in advance the precise quantities of the property or services that will be

needed by designated activities during a definite period of time. Advantages of this type of contract are:

(i) Flexibility with respect to both quantities and delivery scheduling;

(ii) Supplies or services need be ordered only after actual needs have materialized;

(iii) Where production lead time is involved, deliveries may be made more promptly because the contractor is usually willing to maintain limited stocks in view of the Government's commitment;

(iv) Price advantages or savings may be realized through combining several anticipated requirements into one quantity procurement; and

(v) It permits stocks to be maintained at minimum levels and allows direct shipment to the user. Generally, the requirements contract is appropriate for use when the item or service is commercial or modified commercial in type and when a recurring need is anticipated.

(c) *Indefinite quantity contract*—(1)

Description. This type of contract provides for the furnishing of an indefinite quantity, within stated limits, of specific property or services, during a specified contract period, with deliveries to be scheduled by the timely placement of orders upon the contractor by activities designated either specifically or by class. Depending on the situation, the contract may provide for: (i) Firm fixed-prices, (ii) price escalation, or (iii) price redetermination. The contract shall provide that during the contract period the Government shall order a stated minimum quantity of the property or services and that the contractor shall furnish such stated minimum and, if and as ordered, any additional quantities not exceeding a stated maximum which should be as realistic as possible. The maximum may be obtained from the records of previous requirements and consumption, or by other means. When large individual orders or orders from more than one activity are anticipated, the contract may specify the maximum quantities which may be ordered under each individual order or during a specified period of time. Similarly, when small orders are anticipat-

ed, the contract may specify the minimum quantities to be ordered.

(2) *Application.* An indefinite quantity contract may be used where it is impossible to determine in advance the precise quantities of the property or services that will be needed by designated activities during a definite period of time and it is not advisable for the Government to commit itself for more than a minimum quantity. Advantages of this type of contract are:

(i) Flexibility with respect to both quantities and delivery scheduling;

(ii) Property or services need be ordered only after actual needs have materialized;

(iii) The obligation of the Government is limited; and

(iv) It permits stocks to be maintained at minimum levels and allows direct shipment to the user. The indefinite quantity contract should be used only when the item or service is commercial or modified commercial in type and when a recurring need is anticipated.

2 アフガンでの無償事業の契約方式

2.1 Case1 コンサルタント契約に工事費が含まれるケース

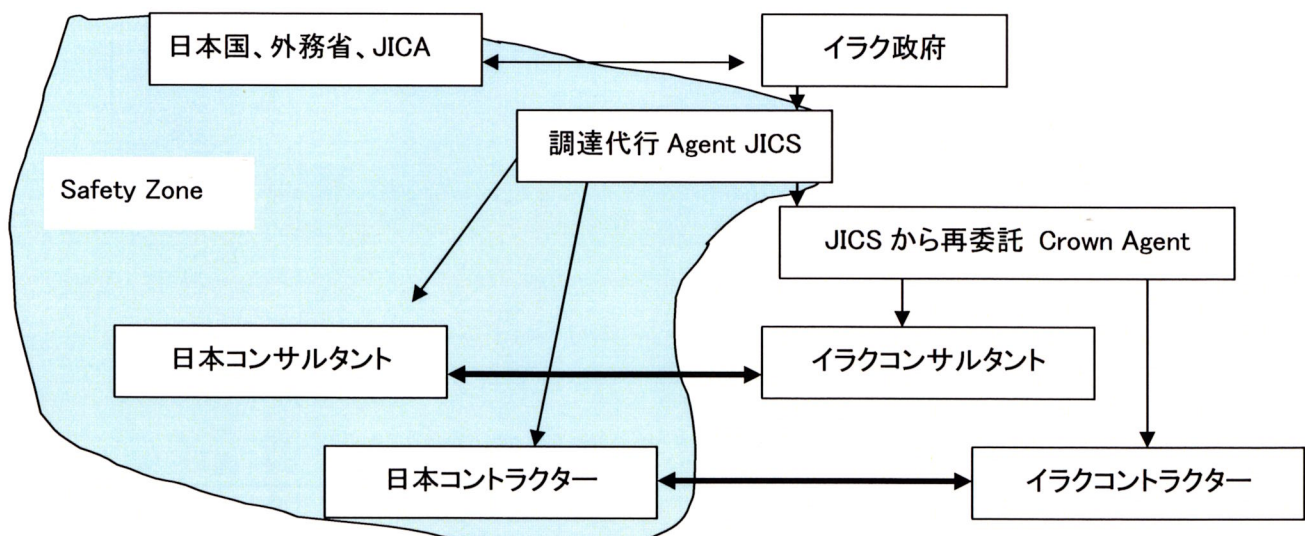
- 例:カブール緊急無償プロジェクト:カブール市緊急復興支援調査(教育、保健・医療、放送)
業務内容 フィージビリティ調査、基本設計調査、実施設計、施工監理
但し、緊急リハビリ事業費として学校建設工事費などが含まれる
- コンサルタント側としての問題意識
“簡易な工事”との理由で、通常の SV の人員で通常の工事のマネージメント業務を実施
コンサルタント側としては工事のライアビリティ、保険、品質管理、完成後の瑕疵担保など問題多いと認識。

2.2 Case2 Fast Track を意識して従来方式ながら工夫されたケース:

- 例:アフガンカブール～カンダハール道路プロジェクトなど
工夫内容 詳細設計と施工を並行的に実施
PQと入札を別封筒ながら同時実施
BQ 精算方式 Re-Measurement 契約
バリエーション条項完備
単年度契約の拘束無し

3 想定されるイラク復興プロジェクトの執行方法

- JICS は現地政府の代理人として業務を代行
- 具体の業務は従来方式、案件毎に発注。但し、イラク現地への日本人立ち入り不可能を前提に、SV はヨルダンからイラクコンサルタントその他をリモートコントロールすることを想定、
- コントラクターも同様に現地立ち入り不可、ヨルダンからのリモートコントロール



- 【問題点】:コンサルタントのライアビリティは通常と同じであるが、コンサルタントとしては現地に入れない状況で、品質に関するリスクは大きい。

4 今後の契約方式の提案

- 緊急対応の出来るコンサルタントをあらかじめ包括的な Pre Qualification で応募を募り、選定しておく。
- 緊急出動が必要な事態が出たら、上記の PQ 順位で、大規模なら上位 3 社、小規模なら上位 1 社など、規模に応じて発注側から JV を指定して即発注する。
- 或いは、多少時間がある場合は、英国のように、緊急プロジェクト全体をハンドリング出来る担当コンサルタント Framework Consultant を Pre-qualification で選定する。
- そのコンサルタントに対して、米国式の IDIQ 方式などを日本においても制度化し、Fast Track を意図した発注、実施を行う。国内の災害対応緊急発注では同様の発注方式が可能はず。
- 実施段階では、幾つものプロジェクトを包括的にマネージメントするために、Project Management Consultant PMC サービスを制度化し、実施する。
- 事前・本格などの参加制限は緊急対応に限り撤廃。
- コンサルタントサービス契約と工事实施契約は従来方式で分離するが、Fast Track で実施できるあらゆる工夫を行う。

