

平成 21 年 7 月 29 日
国際協力機構

不適正調達等に関連する
E/N、L/A、GTC の記載ぶりについて¹

1. L/A における E/N に係る記載

On the basis of the contents of the Exchange of Notes between THE GOVERNMENT OF JAPAN and 相手国政府 dated 日付, concerning Japanese loans to be extended with a view to promoting the economic stabilization and development efforts of 相手国政府, JICA and 相手国政府 herewith conclude the following Loan Agreement .

2. L/A における GTC に係る記載

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA' s General Terms and Conditions for Japanese ODA Loans, dated March 2009:

3. GTC における不適正調達等に係る記載

● Section 4.03. Misprocurement

- (1) JICA does not finance expenditures for goods and services which, in the opinion of JICA, have not been procured in accordance with the agreed procedures and JICA will cancel that portion of the Loan allocated to such goods and services that have been misprocured. JICA may, in addition, exercise other remedies under the Loan Agreement. It is JICA' s policy to require that the Borrower, as well as bidders and contractors, under contracts funded with Japanese ODA Loans and other Japanese ODA observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;
- (a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will recognize a contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA.

¹ L/A: Loan Agreement、E/N: Exchange of Notes、GTC: General Terms and Conditions for Japanese ODA Loans

- (2) If JICA receives information related to suspected corrupt or fraudulent practices in the competition for, or in the execution of, contracts to be financed out of the proceeds of the Loan, the Borrower shall provide JICA with such information as JICA may reasonably request, including information related to any concerned official of the government and/or public organizations of the Borrower's country.
- (3) The Borrower shall not, and shall cause the Executing Agency not to, unfairly or unfavorably treat the person and/or company which provided the information related to suspected corrupt or fraudulent practices in the competition for, or in the execution of, contracts to be financed out of the proceeds of the Loan to JICA and/or the Borrower/Executing Agency.

● Section 6.01. Remedies of JICA

When any of the following shall occur and be continuing, JICA may by notice to the Borrower and the Guarantor, if any, suspend in whole or in part the rights of the Borrower, and/or demand that the Borrower and/or the Guarantor, if any, fully remedy whichever of the following has occurred. If the following shall have continued for a period of thirty (30) days from the date of such notice, JICA may terminate disbursement and/or may declare all the principal then outstanding, with the interest and any other charges thereon, to be due and payable immediately, and upon such declaration such principal, interest and other charges shall become immediately due and payable:

- (a) Default of the Borrower in repayment of principal and/or payment of interest or any other charges required under (i) the Loan Agreement and/or (ii) any other loan agreement between JICA and the Borrower and/or (iii) any other guarantee by the Borrower for any other loan agreement with JICA;
- (b) Default of the Guarantor, if any, in repayment of principal and/or payment of interest or any other charges required under (i) the Guarantee and/or (ii) any other loan agreement between JICA and the Guarantor and/or (iii) any other guarantee by the Guarantor for any other loan agreement with JICA;
- (c) Default in the performance of any other terms and conditions, covenant or agreement on the part of the Borrower or the Guarantor, if any, under the Loan Agreement or the Guarantee, if any;
- (d) The Borrower or the Executing Agency shall, without the consent of JICA, have
 - (i) assigned or transferred, in whole or in part, any of its obligations arising under the Loan Agreement; or
 - (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Loan, except with respect to transactions in the ordinary course of business which, in the opinion of JICA, (A) do not materially and adversely affect the ability of the Borrower to perform any of its obligations under the Loan Agreement or to achieve the objectives of the Project, or the

ability of the Executing Agency to perform any of its obligations arising under, or entered into pursuant to, the Loan Agreement or to achieve the objectives of the Project; and (B) do not materially and adversely affect the financial condition or operation of the Borrower or the Executing Agency.

- (e) The Borrower or the Executing Agency shall have ceased to exist in the same legal form as that prevailing as of the date of the Loan Agreement.
- (f) Any action shall have been taken for the dissolution, disestablishment, or suspension of operations of the Borrower or the Executing Agency.
- (g) In the opinion of JICA, the legal character, ownership or control of the Borrower or the Executing Agency shall have changed from that prevailing as of the date of the Loan Agreement so as to materially and adversely affect (i) the ability of the Borrower to perform any of its obligations under the Loan Agreement or to achieve the objectives of the Project; or (ii) the ability of the Executing Agency to perform any of its obligations arising under, or entered into pursuant to, the Loan Agreement, or to achieve the objectives of the Project.
- (h) Any circumstance (including war, civil war, earthquake, flood, declaration of the Borrower or the Guarantor, if any, of inability to pay its debts, etc.) shall have arisen which makes it improbable, in the reasonable opinion of JICA, that the Project can be carried out or that the Borrower or the Guarantor, if any, will be able to perform its obligations under the Loan Agreement or the Guarantee, if any.

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