
ZIP Code: N/A

Address: P.O. Box 35415, Yaounde, Cameroon

Website: https://www.koica.go.kr/sites/cmr_kr/index.do

Telephone: +237 2 22 20 71 44

Design and Construction Supervision Services for
Enhancing Awareness and Capacity Building for Public
Service Transformation Project in Cameroon

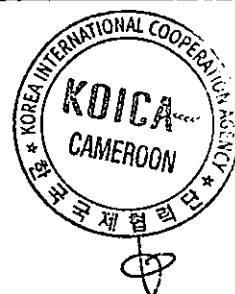
Bid Document

- Invitation No.: 2024-0004
- Bid Title: Design and construction supervision services for enhancing awareness and capacity building for public service transformation project in Cameroon
- Employer: KOICA Cameroon Office
- Deadline: 4 July 2024 (Thu)

Anyone interested in this bid shall read and understand all bidding documents. Please, send your inquiries to the following.

- About bid procedures: cameroon@koica.go.kr
- About the project: cameroon@koica.go.kr / CC: sukkwon.kang@junglim.com

KOICA Cameroon Office



Anyone interested in this bid shall read and understand all bidding documents.
KOICA will not be responsible for any incidents that may happen in the course of this bid owing to the failure to properly understand the content of all bidding documents.

PART I Bidding Procedures

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Bidding Forms

PART II Requirements

Section 4 - Request for Proposal (RFP)

Section 5 - Reference Documents

PART III Conditions of Contract and Contract Forms

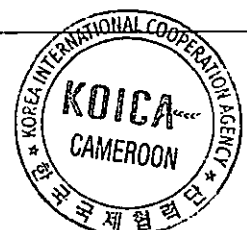
Section 6 - General Conditions of Contract

Section 7 - Special Conditions of Contract

Section 8 - Contract Forms

Section 9 - Pledges

※ Bid notice takes precedence over RFP should any conflict is identified.



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[Section 1] Instructions to Bidders (ITB) (Separately attached)





KOREA INTERNATIONAL COOPERATION AGENCY

825 Daewangpangyo-ro, Sujong-gu, Seongnam-si, Gyeonggi-do, 461-833, Republic of Korea
Tel 82-31-7400-114 Fax 82-31-7400-655 <http://www.koica.go.kr>

(RE-Announcement) Invitation for Bids (Procurement of Services)

Date: 05 June 2024

Invitation No.: 2024-0004

1. The KOICA (Korea International Cooperation Agency) Cameroon Office invites foreign and local eligible Bidders for *Design and Construction supervision services for Enhancing Awareness and Capacity Building for Public Service Transformation Project in Cameroon*.

Brief of Bidding

. Bid Title	Design & Supervision services for the project for Enhancing Awareness and Capacity Building for Public Service Transformation in Cameroon
. Summary of Services	Geological survey, Design and Construction supervision
. Duration	24 Months from the date of signing the contract
. Project Budget	USD 344,960 (excluding value-added taxes and other fees)

- ① Employer: KOICA Cameroon Office
 - ① Bid Type: International Bidding, Open Competitive Bidding
 - ① Selection of the Successful Bidders: by Negotiation
 - ① Bidder's qualification requirement: Please refer to Bid Data sheet (BDS)
 - ① Name of Currency: USD
 - ① Application for bidding (Date): Until 14 June 2024
 - ① Pre-Bid meeting (Time and Date, Place): 28 June 2024, 10:00, KOICA
 - ① Submission deadline (Time and Date, Place): 4 July 2024, 09:00~16:00, KOICA
 - ① Technical Evaluation & Bid Opening (Time and Date, Place): 8 July 2024, 10:00 KOICA
- For further information, please refer to Bid Data Sheet (BDS). Original hard copy can be found at P.O. Box 35415, Yaounde, Cameroon, KOICA Office.

2. The available budget for this procurement assignment is USD 344,960 and Bidders' Proposals should not exceed this budget. Any bid exceeding the project budget may result in rejection.
3. The Bidding Documents include the following documents:
Section 1 - Instructions to Bidders (ITB)



- Section 2 - Bid Data Sheet (BDS)
- Section 3 - Bidding Forms
- Section 4 - Request for Proposal (RFP)
- Section 5 - Reference Documents
- Section 6 - General Conditions of Contract
- Section 7 - Special Conditions of Contract
- Section 8 - Contract Forms
- Section 9 - Pledges

4. Language of Proposal: English
5. KOICA Cameroon Office requires that bidders and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KOICA;
 - (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 KOICA.
6. The KOICA now invites sealed bids from eligible bidders from eligible source countries.
7. Interested eligible bidders may obtain further information on the bid form and inspect the bidding documents at KOICA Cameroon Office (cameroon@koica.go.kr)
8. All bids must be accompanied by a bid security of not less than five percent (5%) of Total Bid Price or stated fixed amount and must be delivered in accordance with the Instructions to Bidders on or before 16:00 on July 4 2024..
9. KOICA will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

ZIP Code: N/A

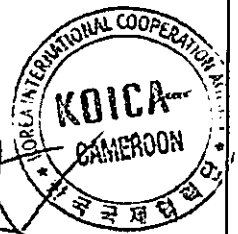
Address: P.O. Box 35415, Yaounde, Cameroon

Website: https://www.koica.go.kr/sites/cmr_kr/index.do

Telephone: +237 2 22 20 71 44

E-mail: cameroon@koica.go.kr

Person in charge: Mme. Sangeun Lee, Deputy Director



Bid Data Sheet

KOICA intends to select a contractor for required services as follows:

Date: 05 JUNE 2024

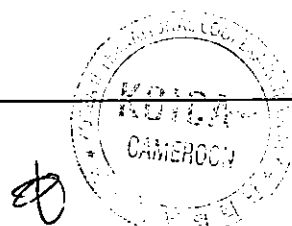
Employer: KOICA Cameroon Office

< Note >

- ◆ Anyone who intends to participate in this bid shall be in full knowledge of the Anti-Corruption and Integrity Pledge and adhere to the conditions thereof during the entire bidding procedures (even after services are completed).
- ◆ Should any irregularities and corruptive practices occur, a report can be made to KOICA Cameroon Office (kimsc@koica.go.kr).
- ◆ If any KOICA employees make demands irrespective of this bid, such as cash, goods, or entertainment, please report it to the audit office of KOICA (clean@koica.go.kr).

A. Bid Overview

. Bid No.	2024-0004	L2024-00015-1
. Bid Title	Design & Supervision services for the project for Enhancing Awareness and Capacity Building for Public Service Transformation in Cameroon	
. Scope of Service	Geological survey, Design and Construction supervision	
. Duration	24 Months from the date of signing the contract - Design : 7 months - Construction bidding support : 4 months - Construction Supervision : 13 months	
. Bid Limit	USD 344,960 (excluding value-added taxes and other fees) - Design : 147,840 USD - Supervision : 197,120 USD	



- Currency: USD
- Note on taxes: KOICA does not have any authority and responsibilities over the matters related to taxes, including VAT, that may incur liabilities in relation to this bid and the service. In accordance with the relevant law in place in Cameroon shall be responsible for the collection or return of taxes.

B. Bid Type and Contract Award

1. Bid Type: International Open Competitive Bidding.
2. Contract Award: Contracting by Negotiation (Technical evaluation 90%, Pricing evaluation 10%)
 - Pursuant to KOICA Guidelines on Contracting by Negotiation, the bidders whose proposed price is lower than the bid limit with a combined score of 85 or higher in technical and pricing evaluation are eligible for negotiation.
 - The bidder who obtained the highest combined score in technical and pricing evaluation shall be the first in line for the pre-award negotiation with KOICA (In cases in which two or more bidders got the same combined score, a bidder with a higher technical score shall be given the priority. If technical score is the same, those who scored higher in the criteria with the largest weight shall be the first.)
 - If KOICA and a preferred bidder have successfully completed the pre-award negotiation, the contract shall be awarded to the bidder and KOICA shall not have any negotiation with other eligible bidders.
 - Should the negotiation with a preferred bidder fail, KOICA shall initiate the negotiation with the next preferred bidder.
 - After the public opening of this bid, the evaluation result will be disclosed on the website of KOICA Cameroon Office for public access (However, KOICA will not open the score of disqualified bidders.)

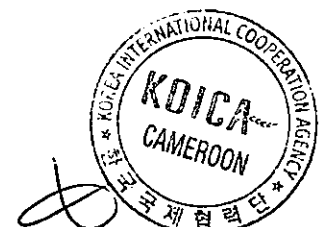
C. Qualification

1. Those who have submitted the application for the participation in this bid by the deadline and was notified as qualified to participate in the bidding process.
2. A legitimate and lawful entity legally established by the relevant Cameroonian laws.
 - The bidder (company) should be established per local law and regulation and have a trading license in the area of practice related to design works and construction supervision in Cameroon
 - ① Articles of Incorporation & Business Registration Certificate
3. Anyone with licenses to perform required services in designated places / All items must be issued within 3 months before deadline.
 - ① Provide for key personnel proof of their registration to the National order of Civil engineers or architects or to other internationally recognized similar



associations.

- ② Tax payment confirmation/certificate of liabilities
 - ③ Attestation of non-bankruptcy
 - ④ Certificate of non-exclusion from public contracts (Certificate of Qualification for public Bidding participation)
4. Past performance
- Anyone interested in this bid shall have at least one record (over 600m²) of performing services similar to the content of this bid over the last 10 years from the date of this bid notice
 - * Similar Project is Education and research facilities (School, educational institution, training facility, lecture hall)
5. Anyone not sanctioned or penalized by international organizations or governments as ineligible entities.
- Pledge (Such pledge shall contain the bidder's declaration that it has never been subject to any sanction prior to participating in this bid and it will not raise any objection against the termination and nullification of the contract if its declaration is found to be untrue)
 - Sworn Statement on Company Being a Non-Blacklisted Entity
6. (In case of Korean firms) Anyone not sanctioned by the Korean government as ineligible (or such sanction is expired) in accordance with Article 27 of the National Contract Law (Law on Contracts to Which the State is a Party), Article 31 of the Local Government Contract Law or Article 39 of the Management of Public Institutions Law
7. Anyone never been punished by any government on the charges of bribery.
- ODA Project Anti-Corruption Pledge
8. Direct or indirect provision of cash or entertainment in exchange for a favor in this procurement procedure is prohibited.
- Anti-Corruption and Integrity Contract



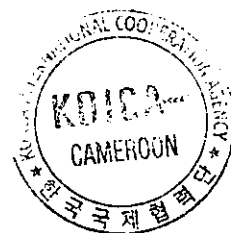
D. Joint Venture: Single party (Joint venture not allowed)

E. Bidding Schedule

Schedule	Time and Date	Place
Bid Announcement	05 JUNE 2024 (Wed) ~ 07 JUNE 2024 (Fri)	KOICA Social Media/ Major daily newspaper
Application for bidding (Submission of Pre- Qualification(PQ) documents)	10 JUNE 2024 (Mon) ~ 14 JUNE 2024 (Fri)	E-mail
PQ documents supplementary period	17 JUNE 2024 (Mon) ~ 25 JUNE 2024 (Tue)	E-mail
Notification of PQ results	26 JUNE 2024 (Wed)	E-mail
Pre-Bid meeting	28 JUNE 2024 (Fri) 10:00	KOICA Office
Submission Deadline	04 JULY 2024 (Thu) 09:00 – 16:00	KOICA Office
Technical evaluation & Bid Opening Date	08 JULY 2024 (Mon) 10:00	KOICA Office
Technical Negotiation (with 1 st candidate)	10 JULY 2024 (Wed) 10:00	KOICA Office and visit the 1st candidate bidder's office and site
Notification of successful Bidder	15 JULY 2024 (Mon)	

1. Application

- Those who intend to participate in this bid shall submit the application via email (cameroon@koica.go.kr).
 - When the application is submitted, the title of email shall be the name of this bid.
- Deadline: 14 JUNE 2024 (Fri)
- Email address: cameroon@koica.go.kr
 - Application (in the prescribed form 1)
 - Business registration certificate.
 - * Articles of Incorporation & Business Registration Certificate
 - License, certificates or other equivalent qualification documents.
 - * Provide for key personnel proof of their registration to the National order of Civil engineers or architects or to other internationally recognized similar



associations.

- * Tax payment confirmation / certificate of liabilities
- * Attestation of non-bankruptcy
- * Certificate of non-exclusion from public contracts (Certificate of Qualification for public Bidding participation)
- Legal documents that show the authenticity of signature or corporate seal.
- Performance Documentation (Performance Certificate of one (1) similar project of not less than 600m² in the past ten years)
 - * Similar Project is Education and research facilities (School, educational institution, training facility, lecture hall)

2. Pre-Bid meeting: Not mandatory

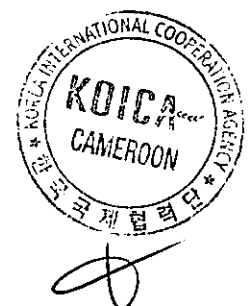
- o Date: 28 JUNE 2024 (Fri) 10:00
- o Place: KOICA Cameroon Office
- o Field visit
 - There will be no mandatory field visit organized by KOICA Cameroon Office.
 - Anyone interested in this bid may organize a field visit at their own cost to learn about the conditions of the field.

3. Inquires

- o To provide the same information to all bidders equally and fairly, KOICA Cameroon Office will not respond to telephone inquiries, but through the following email address
 - Email to cameroon@koica.go.kr, and CC_sukkwan.kang@junglim.com
- o Inquiry deadline: 28 JUNE 2024(Fri) ~ 2 JULY 2024(Tue)
- o Response: 3 JULY 2024(Wed) (All responses will be sent to all vendors via E-mail.)

4. Bid security

- o Type of bid security: Bank guarantee, irrevocable credit, cash, certified check, or equivalent.
- o Amount: 5% or higher of bid amount.
- o Duration: Bid security shall remain in effect until after 30 days or more of the bid opening date.
- ※ The bid security will be surrendered to KOICA if the bidder who has been awarded the contract fails to conclude and sign the contract within the set period of negotiation or withdraws from the bid after the notification of award.



5. Bid Submission

- Submission: Visit
- Deadline (date): 4 JULY 2024 (Thu) 09:00 – 16:00
- Place (address): KOICA Cameroon office
 - Person in charge: Mme. Sangeun Lee, Dr. Emmanuel Bekolo Ebolo
 - Contact details: +237 222 20 71 44 / cameroon@koica.go.kr

5.1. Submission of price (sealed): Lump-sum

- Bid price shall be provided in the bid form 3 and it shall be signed or sealed before submission.
- Bid price shall be a lump-sum bid price and it is unnecessary to put forth price details.
 - The preferred bidder will be requested to provide price details after the initiation of negotiation.

5.2. Bid attachments: 5 copies

Documents for Submission
(a) bidder's information sheet (in the prescribed form 2)
(b) bid security (in the prescribed form 9)
(c) documents evidencing the authenticity of the applicant's signature or seal power of attorney
(d) one set of documents evidencing the applicant's eligibility to participate in the Bid <ul style="list-style-type: none">- written confirmation authorizing the signatory of the Bid to commit the Bidder- Articles of Incorporation & Business Registration Certificate- Provide for key personnel proof of their registration to the National order of Civil engineers or architects or to other internationally recognized similar associations- Tax payment confirmation / certificate of liabilities- Attestation of non-bankruptcy- Certificate of Qualification for public Bidding participation- Performance Certificate of one (1) similar project of not less than 600m² in the past ten years
(e) Sworn statement on company being a non-blacklisted entity (in the prescribed form 6) Declaration of Anti-corruption in ODA Business Participation (in the prescribed form 7)
(f) Integrity Pledge (in the prescribed form 8)



(g) Technical Proposal

- Technical Proposal I 5 copies (in the prescribed form 10,11)
- Technical Proposal II 5 copies (in the prescribed form 4,5)
- USB 1 copies

(i) sealed bid price duly completed and signed (in the prescribed form 3)

6. Technical evaluation: Refer to appendix 1

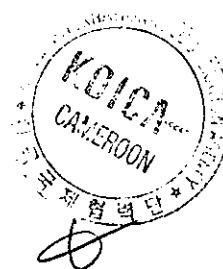
- o Date: 08 JULY 2024 (Mon) 10:00
- o Place: KOICA Cameroon office

7. Bid Opening

- o Date: 08 JULY 2024 (Mon) 10:00
- o Place: KOICA Cameroon office
- ※ Pursuant to Article 23 of ITB, the bidders or the representatives of the bidders may observe bid opening.
- ※ In accordance with Article 11.1. of the 「Regulations for Procurement and Contract in Grant Aid Projects」, the bid limit is equals to the expected price.

8. Selection of preferred bidder and negotiation procedure

- o Selection of preferred bidder
- ※ Notification: After bid opening, the bidder who has scored the highest in technical and pricing evaluation shall be designated as the preferred bidder and KOICA will inform the preferred bidder of the initiation of negotiation without delay. All eligible bidders will be notified of their final score.
- o Negotiation procedure
- ※ The bidder who obtained the highest combined score in technical and pricing evaluation shall be the first in line for the pre-award negotiation with KOICA. If KOICA and a preferred bidder have successfully completed the pre-award negotiation, the contract shall be awarded to the bidder and KOICA shall not have any negotiation with other eligible bidders.
- o Negotiation scope
- ※ The content of the proposal, activity timeline, and pricing are subject to negotiation between KOICA and the bidder. Specific conditions may be amended or revised according to the result of the negotiation.



F. Bid annulment

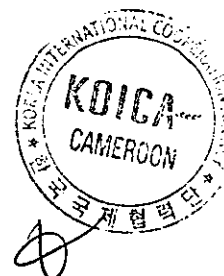
- If any of the following is found, the bid submitted by the bidders may be invalidated.
 - Bidders who do not meet qualifications.
 - Bidders who have failed to provide a bid security by the deadline.
 - Bidders who have made same bid submissions more than once.
 - Bidders who have failed to submit documents required in this bid.
 - Bidders who have failed to meet the conditions of ITB.

G. Note

- All bidders shall understand and comply with all requirements of bid notice announced by KOICA Cameroon Office, including revisions that are announced in the course of this bid.
 - ※ This Bid Document is in accordance with the KOICA Laws on Contracts and Procurement.
- KOICA shall not bear any costs spent by the bidders for the preparation and submission of the bid, regardless of the result of this bid.
- Quotation or prices shall be prepared in US dollars (USD).
- A single bidder shall make a single bid submission.
- The standard language shall be English. Should any content written in English and any other language conflict, the English version shall take precedence.
- Any notice and announcement in relation to this bid shall be disclosed on the website of KOICA Cameroon Office.

Annex 1: Evaluation standards

Annex 2: Conditions of contract



Annex 1: Evaluation standards (technical/pricing)

Evaluation Standards

A. Evaluation guidelines

1. KOICA 「Technical Evaluation Guidelines」

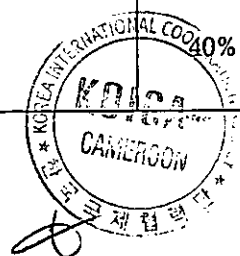
2. Overview

(a) Methodology: Evaluation through the Technical Evaluation Committee (physically organized)

- Presentation of proposal: Project Manager (PM) for the service
 - The presentation shall be under 10 minutes. The presentation order will be randomly selected on the date of the Technical Evaluation Committee.
 - The presentation shall be prepared on the basis of the content of the proposal.
 - PM shall make the presentation. In addition to PM, up to two persons may attend and respond to inquiries of evaluators.
 - In cases of the following, it will be the cause of downgrade in evaluation.
 - ① If PM does not meet the qualifications specified in RFP.
 - ② If no PM is proposed or indicated in the proposal.
 - ③ If someone other than PM makes the presentation.
 - ④ If no one attends the presentation.

○ Grading guide

Grade	Description	Score
Highly distinctive	<ul style="list-style-type: none">○ The proposal is of the highest quality, meets all requirements of RFP and does not need any improvement. There is only a few minor mistakes that are unrelated to the content of the proposal.○ The proposal includes top-grade personnel in terms of experience, performance, technical capabilities, etc.	100%
Distinctive	<ul style="list-style-type: none">○ The proposal is of high quality, meets all requirements of RFP. Although the objective of the proposal can be met, some content should be improved or changed to ensure effective implementation.○ The proposal includes personnel who are sufficiently qualified.	85%
Fair	<ul style="list-style-type: none">○ The proposal meets almost all requirements of RFP. Some content of the proposal is not sufficient or not feasible and should be improved or changed.○ The proposal includes personnel who only meet minimum criteria.	70%
Not distinctive	<ul style="list-style-type: none">○ The proposal does sufficiently meet the requirements of RFP. Some content of the proposal is not sufficient, not feasible, or not realistic.○ The proposal includes personnel who do not meet minimum criteria, but may be able to implement the proposal.	55%
Poor	<ul style="list-style-type: none">○ The proposal does not meet the requirements of RFP.○ It is not possible to implement the proposal as it is.○ The personnel should be replaced.	40%



(b) Date and place: Refer to the bid notice

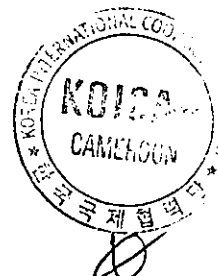
(c) Members of Technical Evaluation Committee: Five in-house and external experts.

(d) Evaluation Results

- Evaluation Score Calculation Method.
 - When aggregating the results of the qualitative evaluation, if the number of evaluators is 6 or more, the scores excluding the highest and lowest scores are arithmetically averaged based on the total score of the qualitative evaluation. If the number of evaluators is 5 or fewer, the highest and lowest scores are included (rounded down to the third decimal place).
- Technical Evaluation Qualification Criteria
 - When aggregating the results of the qualitative evaluation, if the number of evaluators is 6 or more, the scores excluding the highest and lowest scores are arithmetically averaged based on the total score of the qualitative evaluation. If the number of evaluators is 5 or fewer, the highest and lowest scores are included (rounded down to the third decimal place).
- When converting based on the proportion of the technical evaluation, rounding down to the third decimal place.

(e) Note

- To prevent corruption and irregularities and promote integrity, the bidders shall meet the following requirements.
 - The bidders shall not attempt to contact with the members of Technical Evaluation Committee in any means in the course of this bidding from the date of notice to the end of evaluation ("Contact" means intentional attempt to approach the members of Technical Evaluation Committee in the form of calling or visiting in hopes to make them aware of the bidders.)
 - Evaluation shall not be recorded (voice and video), photographed, live-streamed.
 - The bidders shall not use all kinds of telecommunication devices (telephone, smartphone, pagers, etc).



3. Evaluation criteria and grade

(a) Quantitative evaluation (10%) – Technical proposal II

- Details for evaluation of financial status (4%)

Item		Score	
Finances (4%)	Financing Capacity [Letter of comfort from an accredited commercial bank declaring that the consultant has access to financial resources (line of credit, overdraft facility, etc.)] <u>Base amount : USD 100,000</u>	A. 100% or more	: 2.0 points
		B. 90% or more	: 1.9 points
		C. 80% or more	: 1.8 points
		D. 70% or more	: 1.6 points
		E. Less than 70%	: 1.4 points
	Annual turnover for last 3 years [Audited Books of Accounts for the past 3 years] <u>Base amount : USD 80,000</u>	A. 100% or more	: 2.0 points
		B. 90% or more	: 1.9 points
		C. 80% or more	: 1.8 points
		D. 70% or more	: 1.6 points
		E. Less than 70%	: 1.4 points

※ Financial documents (Form 5)

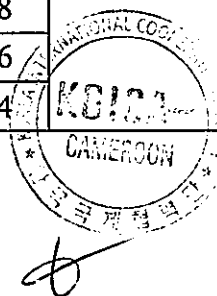
: The bidders shall submit audited accounting report (or financial statement) of fiscal year 2021, 2022, and 2023 in accordance with the following.

(Date of Issue: Before the Bid submission deadline _13 JUNE 2024)

- ① The bidder's finances, not that of the parent company or affiliates, shall be provided.
- ② In the case where the financial statement is provided, it shall be one that is audited by a certified public accountant or those who have equivalent qualification.
- ③ The financial statement shall cover the whole year.

- Details for evaluation of project experience (6%)

Criteria	Evaluation Standard	Bracket	Point	Remarks
Design Project Experience (4 Points)	Amount of similar projects over USD 10,000 for the last 10 years upon bid announcement date	Over \$150,000	4.0	
		Over \$120,000	3.7	
		Over \$90,000	3.4	
		Over \$60,000	3.1	
		Less \$30,000	2.8	
Supervision Project Experience (2 Points)	Amount of similar projects over USD 10,000 for the last 10 years upon bid announcement date	Over \$150,000	2.0	
		Over \$120,000	1.9	
		Over \$90,000	1.8	
		Over \$60,000	1.6	
		Less \$30,000	1.4	



※ Documents to prove past performance (Form 4)

: List of past performance, evidence, contract, etc.

① Past performance: (Completed services that are similar to the objective and content of this bid in the past 10 years from the date of this bid notice)

* Similar Project is Education and research facilities (School, educational institution, training facility, lecture hall)

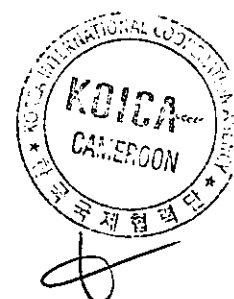
② Conversion into US dollars: Standard currency exchange rate is the selling rate on the bid notice date published by the central bank.



(b) Qualitative evaluation (90%) - Technical proposal I

- Proposal table of content and guidelines

Criteria			Description	Point
Project Execution Plan			• Organization and personnel status • Quality control	10
Technical	Design	Project Manager	• Project Management Capacity (Form 10) - Licensed to practice architectural design - Minimum 10 years of experience in architectural design & supervision - Post graduate qualification in construction/project management	5
		Design Concept	• Understanding of the project requirements. • Functionality and originality of design • Consideration on social, cultural and regional aspects	10
		Architectural Design	• Vehicular (freight) and pedestrian circulation • Site planning and outdoor space • Space planning satisfying multiple functionalities • Feasibility of material • Constructability • Sustainable design and facility for the handicapped	20
		Description on Structural and MEP System	• Feasibility of structural system • Feasibility of mechanical, electrical, communication and fire-fighting system • Energy saving	10
	Construction Supervision	Organizational composition	Personnel deployment plan by field for efficient project management in construction and engineering	10
		Task performance plan	Assessment of the plan for quality, safety, schedule, budget management, and cooperation regarding various permits from groundbreaking to completion stage of the building construction project.	10
		Understanding of construction supervision tasks	Confirmation of understanding regarding the types of administrative documents to be requested from the construction company during the construction and completion stages of the building, and the management approach for the project.	10
		supervisor's competence	Experience and performance of construction supervisors, English language proficiency, track record in executing ODA projects, and experience in similar construction projects.	5
TOTAL				90



B. Pricing evaluation

(a) If price is 80% or higher of the bid limit.

$$\bullet \text{ Bid Score} = \text{Bid price Evaluation scoring limit} \times \left(\frac{\text{Lowest Bid price}}{\text{Proposed bid price}} \right)$$

* The lowest bid price among all effective prices proposed by the bidders. If there is a price less than 70% of the bid limit, the lowest bid price will be fixed at 70% of the bid limit.

* Proposed bid price is the bidder's price

(b) If price is less than 80% of the bid limit.

$$\bullet \text{ Bid Score} = \text{Bid price Evaluation scoring limit} \times \left(\frac{\text{Lowest Bid price}}{80\% \text{ of the bid limit}} \right)$$

$$+ \left[2 \times \left(\frac{80\% \text{ of the bid limit} - \text{proposed bid price}}{80\% \text{ of the bid limit} - 70\% \text{ of the bid limit}} \right) \right]$$

* The lowest bid price among all effective prices proposed by the bidders. If there is a price less than 70% of the bid limit, the lowest bid price will be fixed at 70% of the bid limit.

* Proposed bid price is the bidder's price. However, if the price is less than 70% of the bid limit, the score will be fixed at 30% of the total.

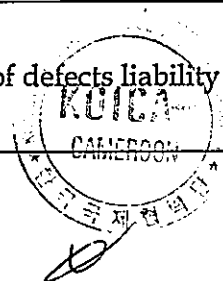
(c) The final score shall be rounded up to five decimal places.



Annex 2: Conditions of contract

Conditions of contract

Employer's name and address	name: address:
Engineer's name and address	name: address:
Duration	24 Months
Defect Notification Period (DNP)	2 years
Governing Law	Korean and Cameroonian Laws
Ruling language	English
Language for communications	English
Performance Security	The performance security will be in the form of an unconditional bank guarantee in the amount(s) of 15% of the Contract Price. • From the contract date to 60 days after the end of the contract period.
Delay damages for the Works	0.125% of the final Contract Price per day, in the currencies in which the Contract Price is payable.
Maximum amount of delay damages	15% of the final Contract Price.
Adjustments for changes in Cost	not applicable
Total advance payment	30% of the Accepted Contract Amount payable in the currencies in which the Accepted Contract Amount is payable. (shall be adjustable) • This advance shall be paid upon the presentation of a Bank guarantee covering 100% of the advance. • From before the advance payment date until at least 60 days after the day following the end of the contract period
Payment of project expense	Reference to SCC 4.
Percentage of Retention (Defect Warranty)	3% • Returnable upon issuance of defects liability certificate



	<ul style="list-style-type: none"> • If the both parties agree on Retention as Maintenance Deposit, 3% will be deducted from the final payment and shall be returned after warranty period is over
other insurances required by Laws and by local practices (give details)	
International arbitration	<p>International arbitration shall be:</p> <p>(i) Administered by: [Korean Commercial Arbitration Board]</p> <p>(ii) Conducted in accordance with the rules of: [International Arbitration Rules of the Korean Commercial Arbitration Board]</p>

[Section 3] Bidding Forms (Separately attached)



[Section 3] Bidding Forms (Separately attached)

Annex 1: Bid application form

Annex 2: Bidder's Information Sheet

Annex 3: Form of Bid

Annex 4: Experience Form (Service Experience)

Annex 5: Financial Data Form (Financial Situation)

Annex 6: Sworn Statement on Company Being a Non-Blacklisted Entity

Annex 7: Declaration of Anti-Corruption in ODA Business Participation

Annex 8: Integrity Pledge

Annex 9: Bid Security

Annex 10: Technical Proposal (Personnel)

Annex 11: Technical Proposal (Qualitative Evaluation)



Annex 1: Bid application form

Bid Application Form

Invitation No.			
Bid Title			
Legal name		Taxpayer ID	
Name of CEO			
Legal Address, City, Country		Telephone	
		Fax	
Website		E-mail	
Country of constitution		Year of constitution	
Authorized representative	Job Title	Name	Signature or Seal
Required Documents	<ul style="list-style-type: none"> ○ Latest/valid Certificate of business Registration ○ documents evidencing the authenticity of the applicant's signature or seal power of attorney ○ Performance documentation 		

I, as a legally authorized representative of the Firm, duly state that all of the above information is true and correct and hereby duly apply for registration.

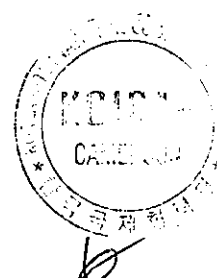
1. Documents to be submitted must be issued or authenticated by Government Agency or authority concerned of the Applicant's country, otherwise these documents must be certified by the notary public.
2. This application form must be filled out in English. When the original documents are in a language other than English, they must be accompanied by a duly notarized English translation.

(Company Name)

Date

Signature or Seal

Representative



To. President of KOICA (Country Director of KOICA Cameroon Office)

Annex 2: Bidder's Information Sheet

Bidder's Information Sheet

Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative information (name, address, telephone numbers, e-mail address)	
Attached are copies of the following original documents. ◦ ◦ ◦	

(Company Name)

Date

Signature or Seal

Representative



Annex 3: Form of Bid (to be sealed)

Form of Bid			
Invitation No.		Date of Bid	
Bid Title			
Bid Amount	[numbers]		
	[words]		
Duration			
Details of the Bidder			
Section	Legal name	Legal Address, City, Country	Representative
Bidder			
<p>We submit the Bid to participate in a bidding process in accordance with Bid Documents including Bid Instructions under International Procurement Guideline and Instructions on the International Bidding for the Procurement of Services. And if the bid is accepted by KOICA, we definitely promise that we should perform the contract in conformity with all conditions of the contract within contract period with the amount.</p> <p>Attachment: a letter of attorney (entrust matters relating to a bid to Representative Company thereby)</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p style="text-align: center;">(Company Name)</p> </div> <div style="width: 45%;"> <p style="text-align: center;">Date</p> <p style="text-align: center;">Signature or Seal</p> <p style="text-align: center;">Representative</p> </div> </div> <p style="margin-top: 20px;">To. President of KOICA (Country Director of KOICA Cameroon Office)</p>			



Annex 4: Experience Form (Service Experience)
[Form EXP 1]

General Service Experience

Each Bidder must fill in this form

General Service Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Services Executed by the Bidder	Role of Bidder
				contractor/ subcontractor/ management contractor



[Form EXP 2]

Specific Service Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature	
Contract No ~ of ~	Contract Identification
Award Date	Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
Total Contract Amount	USD
Employer's Name Address Telephone Number Fax Number E-mail	
Description of the similarity	



[Form EXP 3]

Specific Service Experience in Key Activities

Fill up one (1) form per contract.

Contract of Similar Key Activities	
Contract No ~ of ~	Contract Identification
Award Date	Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
Total Contract Amount	USD
Employer's Name Address Telephone Number Fax Number E-mail	
Description of the similarity	



Annex 5: Financial Data Form (Financial Situation)

[Form FIN 1]

Financial Situation (Historical Financial Performance)

Each Bidder must fill in this form

Financial Data for Previous 3 Years [USD Equivalent]

Year 1:

Year 2:

Year 3:

Information from Balance Sheet

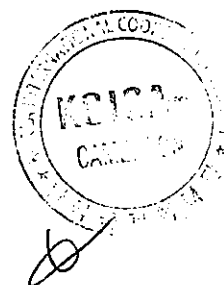
Total Assets*			
Total Liabilities			
Net Equity			
Current Assets			
Current Liabilities			

* Total Assets = Net Equity + Total Liabilities

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ The Bidders shall submit copies of the audited financial statements (or balance sheets, including all related notes, and income statements) for the financial years 2021, 2022 and 2023 complying with the following conditions:
- ☐ Must reflect the financial situation of the Bidder, and not sister or parent companies.
 - ☐ Past financial statements must be audited by a certified public accountant.
 - ☐ Past financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.



[Form FIN 2]

Average Annual Service Turnover

Each Bidder must fill in this form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the rate of exchange at the end of the period reported.

Year	Amount Currency	Exchange Rate	US\$ Equivalent
Average Annual Service Turnover			



[Form FIN 3]

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total service cash flow demands of the subject contract or contracts as indicated in Evaluation and Qualification Criteria.

Financial Resources		
No	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

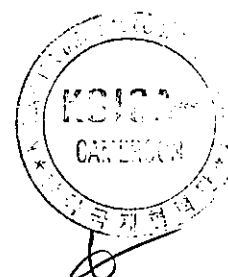


[Form FIN 4]

Current Contract Commitments/Services in Progress

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, fill completion certificate has yet to be issued.

			Current Contract Commitments/Services in Progress		
No	Name of Contract	Employer's Contract Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					



Annex 6: Sworn Statement on Company Being a Non-Blacklisted Entity

(Company's Letterhead)

Sworn Statement on Company Being a Non-Blacklisted Entity

I, (Name of Representative), a (Nationality) citizen, with resident and postal address at

after having been duly sworn to in accordance with law, hereby depose and state:

That I am the (position) of (Company Name) and that I hereby certify that (Company Name) is not blacklisted nor barred from participating in the Procurement procedures of the Government of the [Country] or any of its agencies, offices, corporations or Local Government Units.

If my statement is found to be untruthful, I will not raise any objections to subsequent measures by KOICA.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the ___ day of _____, 20__ at City, [Country].

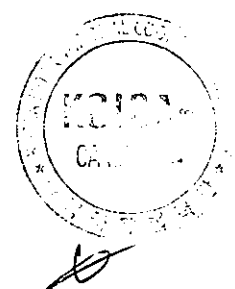
(Signature of Representative)

Name of Representative

Designation

SUBSCRIBED AND SWORN TO BEFORE ME this ___ day of _____, 20__ at [Country]. Affiant exhibited to me his/her Residence Certificate/Passport No. _____ issued at _____, (Name of Country) on _____.

(Person Authorized by Law To administer Oath)



Annex 7: Declaration of Anti-Corruption in ODA Business Participation

To. President of KOICA (Country Director of KOICA Cameroon Office)

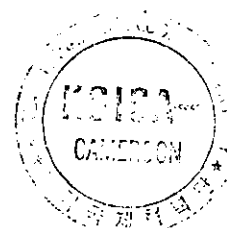
Declaration of Anti-Corruption in ODA Business Participation

☐ Contract name:

Employees and agents of our company declare the following in relation to their participation in the project contract.

- The Following Conditions -

1. We will fully understand the "Act on Combating Bribery of Foreign Public Officials in International Business Transactions" (Law No. 15972, Dec. 18, 2018) and strictly adhere to the regulations regulated by the Act.
2. We have not been convicted of foreign bribery in any jurisdiction (within the last 5 years) and will not engage in such actions in the future.
3. We will not allow employees to engage in unfair practices such as collusion, and will not provide bribes (money, lavish entertainment, etc. (including unfair employment for relatives and others)) to KOICA relevant employees and foreign government officials.
4. We will have internal control regulations, a company code of ethics and a supervision system to implement integrity contracts and prevent corruption, and will work to enact policy that does not enact any penalties to Whistle blowers.
5. We pledge that we shall carry out consultant contracts/procurement contracts/construction contracts with the utmost of good faith, and not engage in irresponsible misconduct such as nonfulfillment of a contract without proper reasoning or fraudulent claims.
6. In the event that our company engages in any activity falling under the malpractice category set out below, or is under sanctions imposed by KOICA, we declare not to raise any objections to KOICA's measures with regard to such activity, including the prohibition of participation in projects by KOICA for up to two years.
 - a. False Statements on Contract-related Documents
 - b. Negligent Operations
 - c. Improper Subcontracting
 - d. Poor Survey and Design Services/Feasibility Studies



- e. Breach of Contract
 - f. Damage or Injury to the Public
 - g. Damage or Injury to a Person Involved in the Operations
 - h. Bribery
 - i. Bid Rigging
 - j. Interference in Bidding and Contract Conclusion
 - k. Wrongful or Dishonest Acts
7. We pledge to comply with relevant ILO (International Labor Organization) Standards and KOICA's Commitment to Human Rights Management in the process of contract execution.
8. We pledge to uphold social values including job creation, equal opportunity with social integration, cooperation for co-prosperity and ethical management, and to endeavor to realize those values in the process of contract execution

(Company Name)

Date

Signature or Seal

Representative



[Handwritten signature]

Annex 8: Integrity Pledge

Integrity Pledge

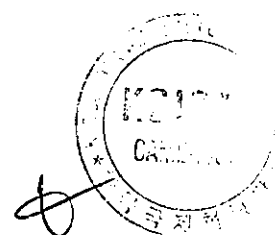
In participating in any bids/contracts for construction, goods and/or services invited/ordered by KOICA, the Company/I (i.e., the representative director/agent), the undersigned, and its executives and/or employees, and its subcontractors and their executives and employees (including those who, either directly or indirectly, carry out business with the subcontractors), do hereby undertake the following pursuant to Article 5-2 (Integrity Agreement) of the Act on Contracts to which the State is A Party, with deep understanding that "corruption-free and transparent corporate management and fair administration" is the key to the development of society and national competitiveness, and in recognition of stricter enforcement of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and sanctions against corrupt companies and nations:

1. The Company/I will not engage in any unfair trade practices which unjustly impede free competition in bidding (contracting) through engaging in any collusion, arrangement, resolution, or agreement with other companies with the intent to maintain the bid price or award the bid to a certain person.
 - o If the Company/I violate(s) the foregoing, the Company/I will not raise any objection against the restriction on participating in bidding to the Company/me as the bidder who engages in unfair trade practices in accordance with the Enforcement Decree of the Act on Contracts to which the State is A Party, and if it is found that the Company/I has/have been engaging in unfair trade practices such as forming a cartel, the Company/I will not raise any objection to KOICA's complaint submitted to the Korea Fair Trade Commission (KFTC) and subsequent administrative fines imposed by KFTC.
2. The Company/I will not, directly or indirectly, offer any unfair profits such as money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives, employees, etc. in the procedures of bidding, winning a bid, contract execution and performing the terms of the contract (including after the construction completion).
 - o If it is found that the Company/I has/have been favored in bidding and consequently entered into the contract through provision of money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives and employees in connection with bidding, and execution and/or performance of the contract in breach of the above, or to have received accommodation and, as a result, poorly carried out construction or manufacture during the procedures of performance of a contract, the Company/I will receive the restriction on bid participation as the bidder who engages in unfair trade practices in accordance with the Enforcement Decree of the Act on Contracts to which the State is A Party.



- o If it is found that the Company/I has/have provided money and valuables and/or entertainment, etc.(including illegal offering of a job position to relatives, etc.) to the related executives and employees for the purpose of making the bidding and contract terms favorable to the bidder and/or bid-winner (i.e., the contractor) or making the performance of the contract be of bad quality, the Company/I will receive the restriction on bid participation as the bidder who engages in unfair trade practices in accordance with the Enforcement Decree of the Act on Contracts to which the State is A Party.
 - o If it is found that the Company/I has/have provided money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives and employees in connection with bidding, and execution and/or performance of the contract, the Company/I will receive the restriction on bid participation as the bidder who engages in unfair trade practices in accordance with the Enforcement Decree of the Act on Contracts to which the State is A Party.
3. If it is found that the Company/I has/have provided money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives and employees in connection with bidding, winning a bid, and execution and/or performance of the contract, the Company/I will accept the cancellation of the decision to designate the successful bidder (if it is before execution of the contract), the cancellation of the contract (if it is before performance of the contract), and the termination/rescission of the contract in whole or in part (including compensation for any damages caused thereby) (if it is after the performance of the contract), and will not raise any objection, whether civil or criminal.
 4. If the Company/I violate(s) Paragraph (1) 2 (Matters Related to the Prohibition of any Acts Impeding Fair Competition Such as Engaging in Prior Consultation Regarding the Bidding Price or Forming a Cartel for Awarding Bid to Certain Person) of Article 4-2 (Terms and Conditions of Integrity Agreement and Execution Procedure) of the Enforcement Decree of the Act on Contracts to which the State is A Party, it/I will pay for damages as follows:
 - Bidder: 5/100 of the bidding price; and
 - The Other Party to the Contract: 10/100 of the contract price

The Company/I hereby will undertake to comply with this Integrity Pledge at all costs as a pledge based on mutual trust; to perform the substance of this Integrity Pledge as it is as the special terms and conditions of the contract upon being selected as the winner (contractor); not to file any claim for damages against KOICA with respect to any measures taken by KOICA including restriction on bidding participation and/or termination of the contract; and not to raise any objection against KOICA, whether civil or criminal, with respect to any bidding from which the Company is excluded.



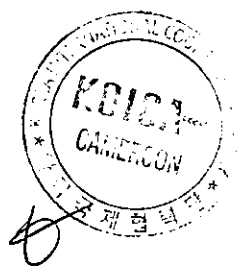
(Company Name)

Date

Signature or Seal

Representative

To. President of KOICA (Country Director of KOICA Cameroon Office)



Annex 9: Bid Security

Bid Security

Bank Guarantee

Invitation No:

Project Works:

Date of Bid:

We, the undersigned, hereby guarantee that, if awarded a contract, we will perform faithfully the requirements of the contract.

- a. Should we withdraw our bid before its expiration and/or after being awarded by the Korea International Cooperation Agency (KOICA), or
- b. Should we refuse to conclude the contract, or
- c. Should we fail to establish a Contract Deposit in accordance with the contractual conditions,

We undertake to pay KOICA immediately an amount equivalent to five (5) percent of the total bid price, according to, and upon receipt of, its first written demand, without KOICA having to substantiate its demand.

We further guarantee that we will not claim against or appeal to KOICA in relation to any unfavorable action which may be taken against us by KOICA on the grounds that we have not complied with the above conditions.

Signed on _____, 2024

Contractor:

by [Signature or Seal]

Name:

Title:

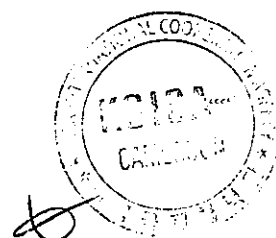
Guarantor:

by [Signature or Seal]

Name:

Title:

- ※ A different form of security is acceptable to KOICA only when it is substantially equivalent to the form and substance of the security established by KOICA herein.



Annex 10: Technical Proposal (Personnel)
[Form PER 1]

Proposal Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
6.	Title of position*
	Name
7.	Title of position*
	Name
8.	Title of position*
	Name
etc.	Title of position*
	Name

*As listed in Evaluation and Qualification Criteria.



[Form PER 2]

Resume of Proposed Personnel

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience



Annex 11: Technical Proposal (Qualitative Evaluation)

** Technical Proposal shall be max 50 pages including drawings, photos and diagrams.*

I . General Information

1. Status and history
2. Organization and personnel status

II . Project Execution Plan

1. Project understanding
2. Key Personnel and operation
 - 2.1 Status of the proposed key personnel
 - 2.2 Manpower operation plan
3. Design management plan
 - 3.1 Integrated management
 - 3.2 Schedule management
 - 3.3 Risk management
 - 3.4 Construction cost management
4. Quality control plan

III . Concept Design

: Please see the Section 4 & Section 5

Include the followings with verifying documents

1. Letter of Consent from Individual Participant or Letter of Consent to participate as subcontractor
(in case of participation of personnel, not employed by the bidder)
2. Evidence of employment of the proposed personnel



Section IV. Request for Proposal (RFP)

TABLE OF CONTENTS

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2. Scope of Design Services.....	4
3. Procedure of Design Services.....	5
4. Design Guideline	11
5. Qualification of Key Personnel	18
6. Report and Meeting	19
7. Responsibility of the Consultant.....	20
8. Payment Schedule.....	20
9. Confidentiality.....	20



Section IV. Request for Proposal (RFP)

1. Project Description

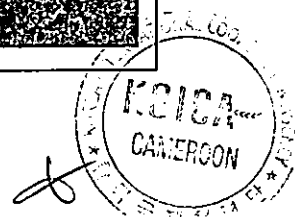
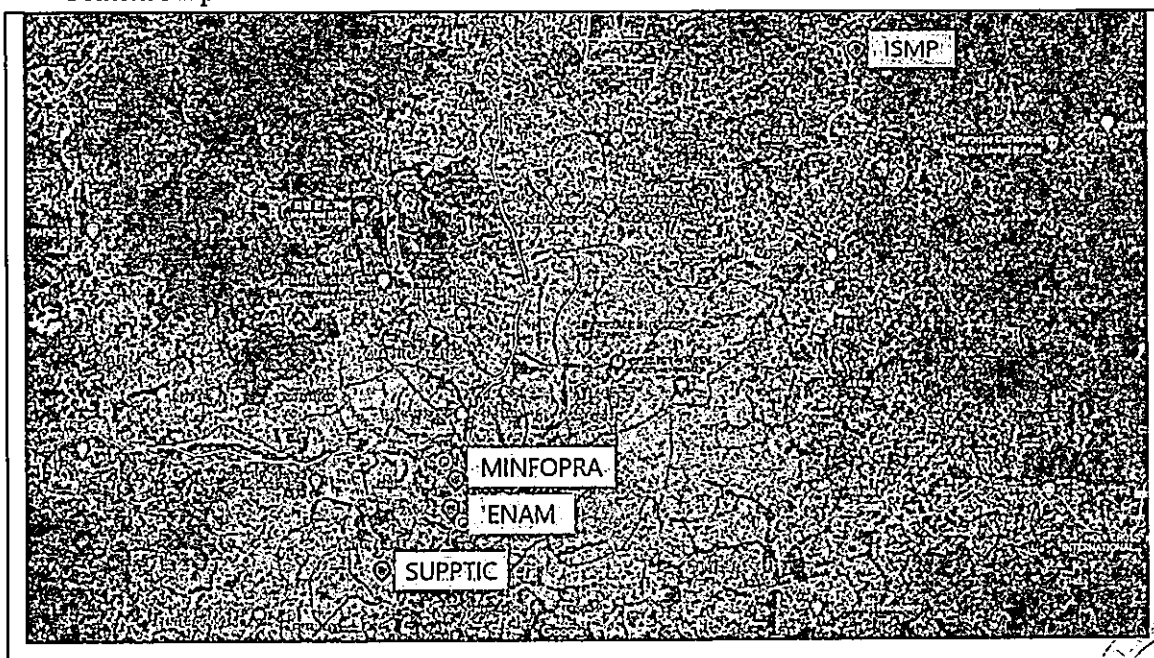
1.1 Overview

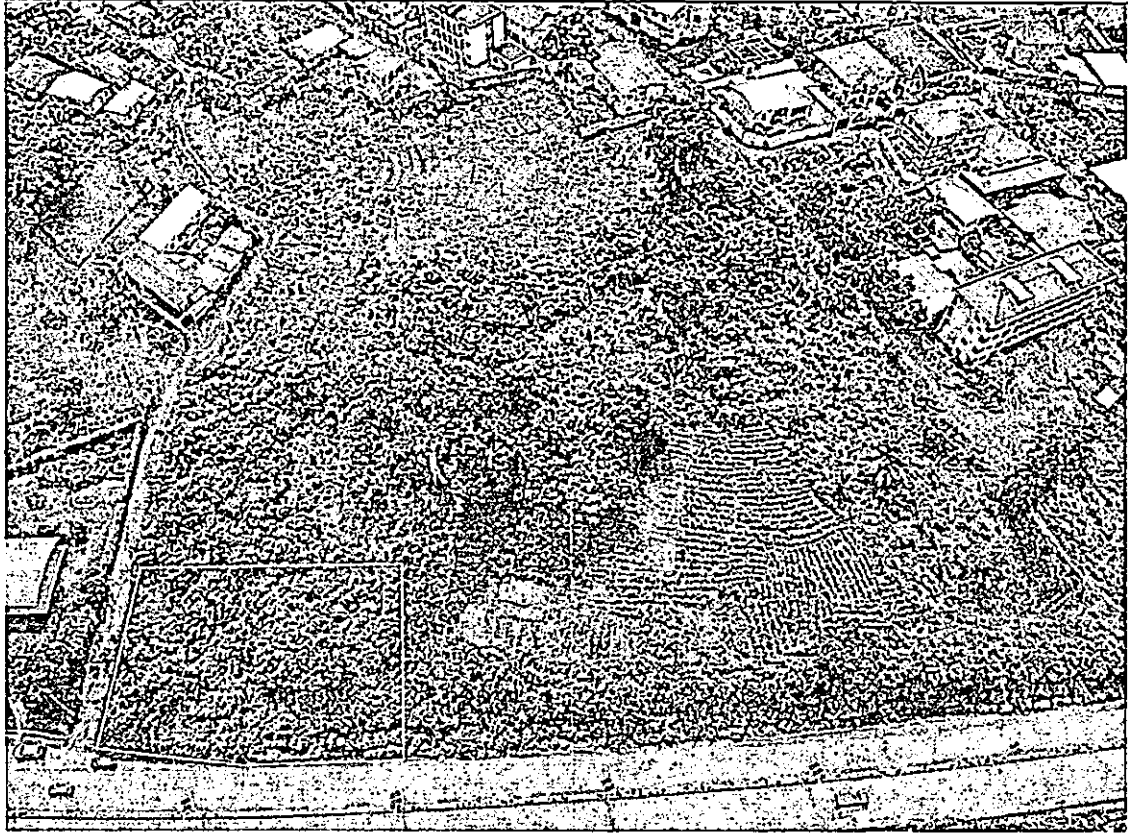
- KOICA (Korea International Cooperation Agency, the Employer) solicits an architectural design and Construction supervision firm (the Consultant) to provide services for the project of Enhancing Awareness and Capacity Building for Public Service Transformation Project in Cameroon
- TOR (Terms of Reference) identifies the project scope and requirements provided as guidance for design and process.

1.2 Project Summary

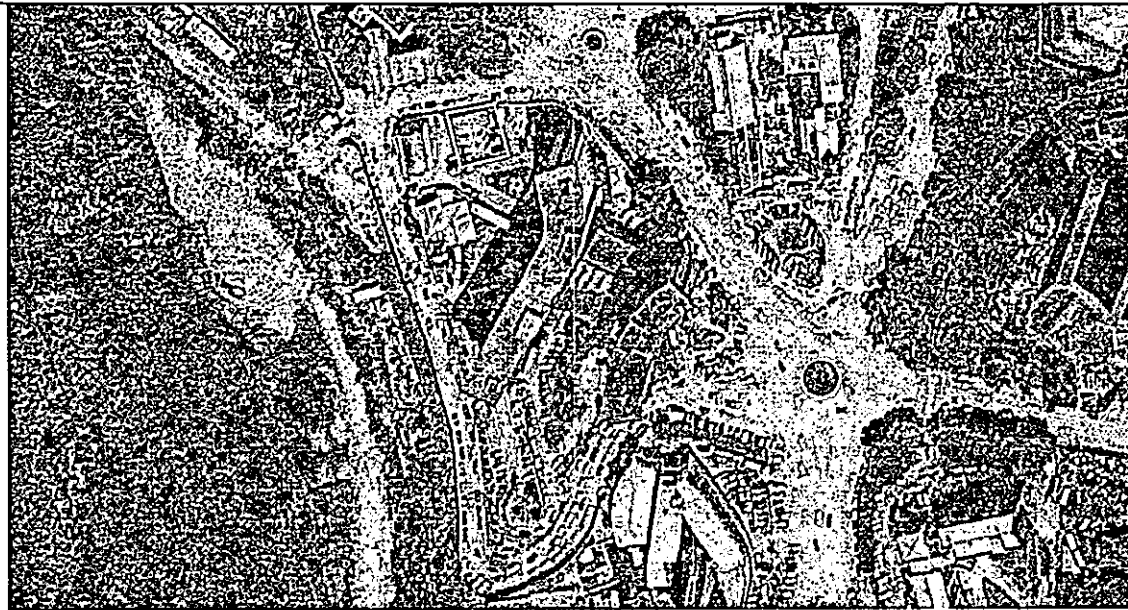
Project Name	Enhancing Awareness and Capacity Building for Public Service Transformation in Cameroon	
Location	- ISMP (WHVM+854, Soa) - MINFOPRA (VG86+RVP, N3, Yaoundé) - ENAM (VF2X+FJ, Yaoundé) - SUP'PTIC (VF2X+FJ2, Yaoundé)	
Gross Floor Area	- ISMP (550m ²) – Lecture Hall - MINFOPRA (200 m ²) – Exhibition Hall - ENAM (550 m ²) – Lecture Hall - SUP'PTIC (450 m ²) – Lecture Hall	
Structure	RC	

Context Map

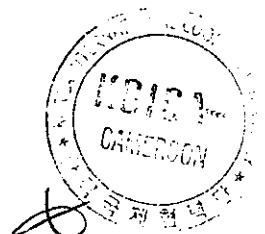


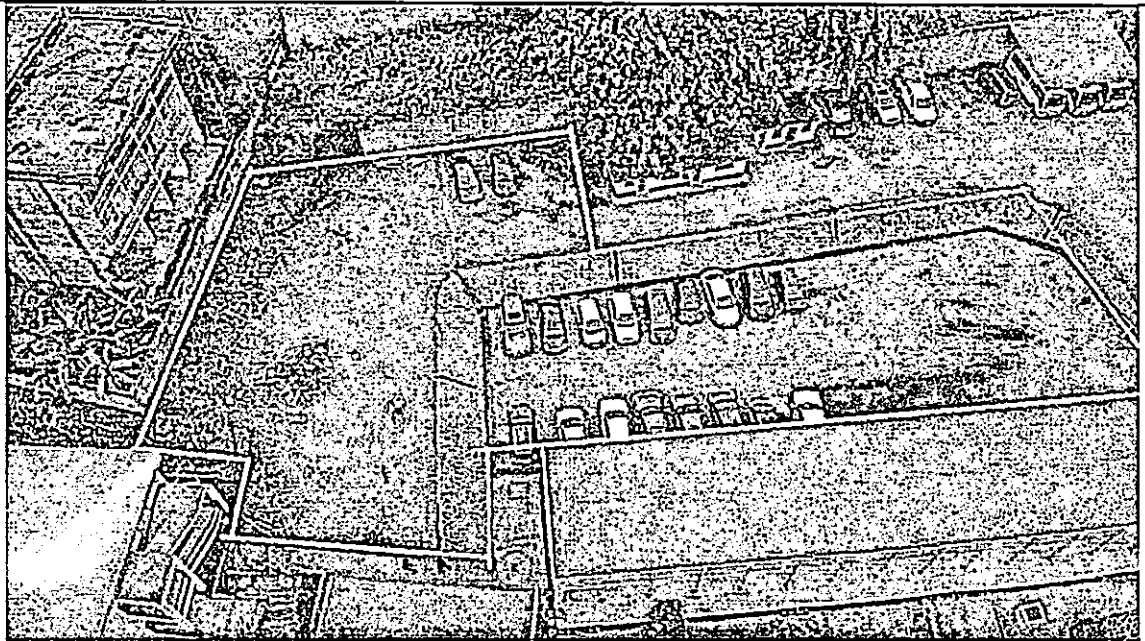


Location1. ISMP

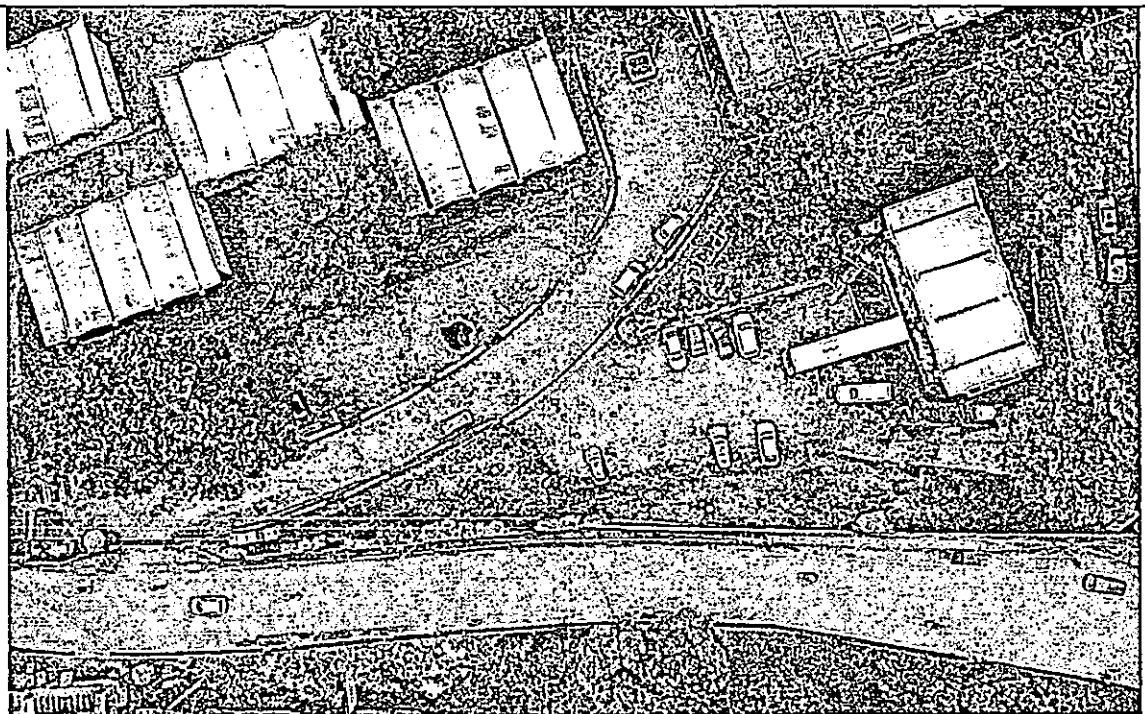


Location2. MINFOPRA





Location3. ENAM



Location4. SUP'PTIC

2. Scope of Services

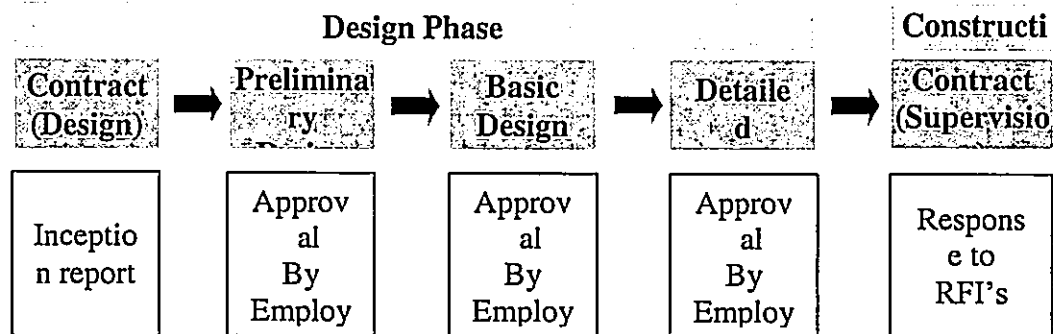
- Architectural design, interior design, landscaping, signage, structural (if applicable), mechanical and electrical engineering, communication systems, and fire protection (Computer networks, CCTVs, IP phones, etc.)
- Topographic survey and geotechnical study & Report
- Preparation of drawings and documents for basic and detailed design



- Layout of furniture and equipment
- Calculation of quantity and cost estimate
- Specifications
- Construction phase support
- Construction supervision tasks

3. Procedure of Services

3.1 Procedure



3.1.1 Inception Report

Once signing the contract, within 7 days the Consultant shall prepare and submit the inception report, which includes the following: notification of the beginning of the work, schedule of design service, code analysis, delivery plan of design productions according to the schedule of design service, and staffing plan including a copy of professional license and resume of project participants.

Also Topographic & Geotechnical Survey Report shall be conducted immediately, and submit it as a result.

3.1.2 Preliminary Design

Upon contract signing and after receiving a notice to proceed from the Employer, the Consultant will commence with Preliminary Design. Include diagnostic report on the existing building system such as electrical, water, sewage and fire protection with a detailed inventory of equipment and accessories. Based on the design scheme submitted during the bidding procedure, the comments from the evaluation committee shall be incorporated. The Consultant shall prepare, complete, and submit the Preliminary Design documents for review and comment in accordance with the timeline set forth in project schedule (3.2) and design review deliverables checklist (3.3.1). Preliminary Design shall illustrate the Consultant's design concepts in terms of aesthetics, scale, and use of space.

3.1.3 Basic Design (30% design complete)

Upon approval by the Employer of Preliminary Design the Consultant will proceed with the Basic Design phase. The Consultant shall incorporate CM's comments and shall prepare, complete, and submit the Basic Design documents as specified in 3.3.1 and 3.3.2. The Consultant shall develop, clarify and define the design ideas in the approved Preliminary Design documents to illustrate the size and character of the entire project in its essential form. Ensure to include preliminary cost estimate and outline specification.



3.1.4 Detailed Design (60% design complete)

Upon approval by the Employer of the Basic Design documents (30% design complete) or any designated portion or phase thereof, the Consultant shall proceed with the Detailed Design phase. The Consultant will prepare, complete, and submit the applicable Detailed Design (60%) documents as specified in 3.3.1 and 3.3.3. This phase includes the preparation and development of drawings and specifications to a 60% completion level including data relating to building appearance such as footprint and volume. In addition, structural, mechanical, electrical and fire protection system, construction materials and finishes shall be included. The Detailed Design set shall contain sufficient detail to accurately price, plan and schedule the entire design services.

3.1.5 Detailed Design (90% design complete)

Upon approval by the Employer of the Detailed Design documents (60% design complete) or any designate portion or phase thereof, the Consultant shall proceed with and complete the Detailed Design phase. The Consultant shall prepare, complete, and submit the Detailed Design set for the review, comment, and approval by KOICA in accordance with the timeline set forth in the project schedule 3.2.

3.1.6 Final Design (100% design complete)

The Consultant shall furnish the Employer with a final design set incorporating all comments from the Employer. The type and number of the design documents are as set forth in 3.3.2.

3.1.7 General Contractor Selection Support

The Consultant is required to assist the Employer in the general contractor selection process, including but not limited to responding to technical questions raised by the contractor.

3.1.8 Construction Phase Support

The Consultant is required to respond to the general contractor or the Employer's request for clarifications and information (RFI) during the construction phase.

3.1.9 Building Permit Support

The Consultant is required to provide documents necessary for obtaining Building Permit.

3.1.10 Support for selection of construction companies

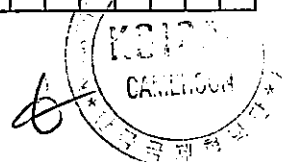
3.1.11 Construction supervision consultancy services

3.2 Schedule

The period of the service shall be 24 months after signing the contract:

- Design Period: 7 months
- Construction Bidding Period: 4 months (support for selection of construction companies)
- Construction Supervision Period: 13 months

No	Phase	week	Design																							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	Preliminary Design	2																								



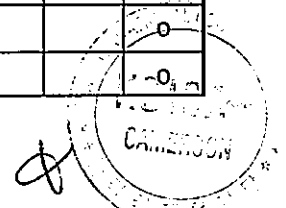
3.3 Deliverables

3.3.1 Design Review Deliverable Check-list

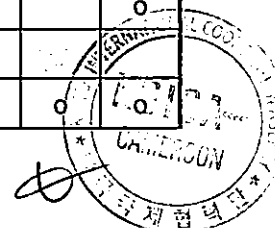
※ PD: Preliminary Design, BD: Basic Design, DD: Detailed Design.

※ Please note the Consultant shall consider the following checklist as minimum acceptable deliverables for each phase of design. Additional drawings can be requested and included depending on the Consultant's design scheme.

Items		PD	BD	DD
Design Analysis	• Project summary (site information, context, floor area), design concept, applicable codes, design standards (i.e. IBC, ACI, AISC, ASTM, ASHRAE, NEC, NFPA, etc.) and design criteria for each discipline	o		
Engineering Design Calculation	• Topographic and Geotechnical Survey Report	o	o	o
	• Structural analysis and calculation		o	o
	• Mechanical (thermal, plumbing, sewage)			o
	• Electrical (lighting, generator, transformer)			o
Bill of Quantity	• Preliminary cost estimate for BD		o	o
Specification	• Outline specification for BD		o	o
Diagnostic Report	• Include all building system	o		
Rendering	• Interior and exterior	o	o	o
Architecture / Landscape				
• List of drawing		o	o	o
• Abbreviation, legend, and notes			o	o
• Site plan		o	o	o
• Site utility plan		o	o	o
• Demolition plan		o	o	o
• Floor plan		o	o	o
• Reflected ceiling plan			o	o
• Building elevation and section		o	o	o
• Interior elevation and section			o	o
• Interior finish schedule			o	o
• Furniture, equipment list			o	o
Enlarged plan, elevation & section	• Stair, elevator hall			o
	• Main entry (lobby), reception			o
	• Restroom, kitchen (including cabinetry)			o
• Exterior wall section			o	o
• Interior wall type				o
Door & window	• Schedule		o	o
	• Elevation, detail			o
	• Hardware schedule			o



Signage	• Plan, schedule, detail			o
• Landscaping			o	o
• Miscellaneous details				o
Structural				
• Foundation plan			o	o
• Framing plan, section			o	o
• Details			o	o
Mechanical				
• Equipment schedule			o	o
• Mech. room & equipment plan			o	o
• System block diagrams: air-condition & ventilation, plumbing, fire protection			o	o
• Air-condition & ventilation plan and section			o	o
• Plumbing piping plan and section			o	o
• Automatic control system plans			o	o
• Details for air-condition & ventilation(duct), plumbing system, automatic control, fire protection				o
• Restroom: plumbing plan & section, detail				o
• Pump room & water tank: equipment plan & section, detail				o
• Pipe duct & air duct section, detail				o
• Automatic control: system block diagrams, equipment, valve, panel, connection point schedule			o	o
• Septic Tank: system flow diagrams, equipment schedule, system section & detail			o	o
Electrical				
• Exterior electrical distribution & lighting plan			o	o
• Lighting layout plan			o	o
• Power layout plan			o	o
• Mech. power layout plan			o	o
• Power single line diagram			o	o
• Lighting fixture schedule			o	o
• Lighting fixture detail				o
• Earthling and lightning plan, detail				o
• Detail and diagram of medium voltage switchgear and motor control Panel.				o
• Load schedule and diagram for switch board and distribution board				o
• Details				o
Data & Communication				
• Block diagram for telephone, LAN, CATV and P.A.			o	o



• Plan for telephone MAN, LAN, CATV, CCTV and P.A.			o	o
• Distribution site plan			o	o
• System plan for telephone LAN, CATV, CCTV and P.A.			o	o
• Level/ layer assignment table			o	o
Route and Diagram	• Connection diagram for base layer			o
	• Wiring list			o
	• Exterior electrical and communication incoming wiring			o
Detail	• Includes manhole and handhole			o
Fire Fighting				
General	• Fire alarm plan & diagram		o	o
	• Mass notification plan & diagram		o	o
Mechanical	• Equipment schedule		o	o
	• System block diagram		o	o
	• Piping floor plan		o	o
	• Section & detail		o	o
Electrical	• Firefighting diagram		o	o
	• Automatic fire detection matrix		o	o
	• Firefighting plan		o	o
	• Mass notification plan		o	o
	• Automatic fire fighting detection detail		o	o
	• Mass notification detail		o	o

3.3.2 List of Final Design Deliverables

No.	Contents	Size	No. of Copies	Remarks
1	Topographic & Geotechnical Survey Report	A4	1	
2	Design Analysis	A4	1	
3	Drawings	A1	1	
		A3	5	
4	Engineering Design Calculation	A4	1	
5	Quantity Calculation	A4	1	
6	BOQ	A4	1	
7	BOQ (unit price blanked)	A4	1	
8	Unit price	A4	1	
9	Specification	A4	1	
10	Rendering	A3	3	3 cut with exterior and interior
11	Digital storage device	-	1	USB

MINISTRE DU LOGEMENT, DE L'URBANISME ET DE LA CONSTRUCTION

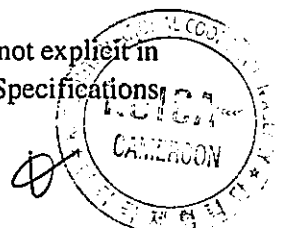
Note

- 1) Quantity of hard copy shall be discussed with CM prior to submission.
- 2) All drawings and documents shall be stamped and signed by the Consultant and the Engineers.
- 3) In addition to the hard copies, the Consultant shall submit all the deliverables electronically (web transfer).

4. Design Guideline

4.1 General

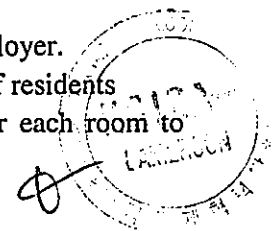
- 1) The Consultant must complete and deliver the final product of design within the construction budget proposed by the Employer.
- 2) The Consultant must comply with the provided guidelines and requirements of the Project. Although the specific standard is not established in guidelines, the Consultant should be able to guarantee the appropriate level of design that consider the existing conditions and the convenience of potential users.
- 3) If necessary, the design guidelines will be superseded by the prior confirmation and consensus of the Employer.
- 4) The Consultant shall obtain any necessary authorization from relevant jurisdiction for the implementation of the Project.
- 5) Consultant shall maintain communication with the Employer and CM during the design phase.
- 6) The Consultant shall be responsible for taking all necessary measures for the solution of problems over the course of the design project.
- 7) The Consultant must verify the site conditions by performing topographical and geotechnical survey
- 8) The design shall be in compliance with applicable local laws, guidelines and regulations.
- 9) The construction costs shall be estimated employing relevant method and standard.
- 10) BOQ (Bill of Quantity) shall be provided in an itemized format by each applicable specification section including estimated quantities, unit prices for materials, labor, and equipment, sub-total and total costs including any taxes, and other costs.
- 11) Safety management cost shall be included in the BOQ and no less than 0.5% of total construction cost.
- 12) Contingency shall be included in the BOQ and 3% of total construction cost minus overhead such as profit and insurance.
- 13) Long-lead items shall be listed and submitted to the Employer at the Detailed Design Phase.
- 14) The Consultant is responsible for every calculations and computations on the delivery of the final product. If design is judged uneconomical or unfavorable, the Consultant must make modifications and /or provide supplement of these with no extra cost.
- 15) The Consultant shall bear the cost incurred by necessary research and studies and prepare and submit a report as required.
- 16) Units of design and documents shall be expressed in accordance with the International System of Units (SI)
- 17) The drawings and documents shall be prepared in English.
- 18) Specification for construction shall include the technical information that is not explicit in the design and preferably be numbered and organized per Construction Specifications Institute (CSI) standards.



- 19) The Consultant shall submit drawings and design documents in time for the Employer's review, and make the final delivery on schedule.
- 20) The Consultant shall assume full responsibility for the drawings and design documents. If they do not match the site and existing conditions or requirements that are previously set, the Consultant shall make necessary modification.
- 21) If the estimated Construction Cost in the BOQ is over the KOICA budget, Consultant shall revise the BOQ and unit price as well.

4.2 Architectural/Civil/Landscape

- 1) The architecture shall be of high quality and compatible with international standards. It shall also be representation of friendship between two countries
- 2) Building design and site plan should consider local climate conditions and be in harmony with the context of surrounding area.
- 3) The Verify availability of site utilities such as water, sanitary sewer, storm water drainage, telecommunication, and electrical power.
- 4) The Grading shall be designed to minimize land cut and fill and to guarantee an efficient runoff at the maximum precipitation on the site.
- 5) Ensure efficient circulation of people on the site, either inside or outside the building.
- 6) Emergency exits shall be designed in consideration of building use and number of occupancy as established in the building code.
- 7) Consider the current road condition for safe and efficient vehicular/pedestrian circulation.
- 8) Exterior wall must be designed to limit heat transmission and to provide adequate protection from rainwater to achieve appropriate quality.
- 9) Building shall have outdoor spaces for rest and recreation for building users and visitors. Consider providing trees, rest areas with benches and tables.
- 10) The Consultant must select the right materials to emphasize the characteristics of each component of the building taking into account the durability, anti-abrasion, color, texture and pattern.
- 11) Design should reflect functional and symbolic aspects, given the nature of the facility.
- 12) Recommend to plan tot lot considering users of the building.
- 13) Paving design and walkways shall be planned in consideration of function and safety.
- 14) Landscape shall be designed in aesthetic and maintainable way complementary to the surrounding environment.
- 15) Requires perimeter wall or security fence on the project boundary.
- 16) Employ sustainable design methods such as natural lighting and ventilation.
- 17) Emergency exits shall be designed in consideration of building use and number of occupancy as established in the building code.
- 18) Design shall include loading/unloading and waste collection.
- 19) Landscape shall be designed to provide occupants pleasant environment.
- 20) Employ the sustainable design and construction methods, such as natural lighting and ventilation, energy performance enhancing, guarantee the quality of indoor atmosphere, apply mechanisms for water efficiency inside the building, and the use of sustainable material and resources.
- 21) Building shall comply with the local disability access code and regulations to provide barrier-free design.
- 22) Guidelines for exterior and interior signage shall be provided by the Employer.
- 23) Dormitory facilities shall be noise barrier designed for the convenience of residents
- 24) The floor-to-ceiling height to at least 3.6m and include ventilators for each room to



enhance natural cross ventilation

4.3 Structural

- 1) To ensure structural stability and design rationality, the Consultant shall establish design parameters such as live/dead load, lateral force, water pressure, temperature load and seismic load per local code and regulation.
- 2) Applicable design methods shall include Strength Design Method, Limit State Design Method, Allowable Stress Design Method, Allowable Strength Design Method, or other structural design methods, which ensure equal or higher performance.
- 3) Structural design shall be economical and take into account constructability.
- 4) The structural foundation should be designed after an integral review of the geological condition, nearby structures and environmental conditions.
- 5) Structural drawings shall include, but are not limited to, the following: applicable code, major design load, strength of the structural material, size and location of structural member, specification of bar and anchor, installation location, development length, splice location and length of rebar, and required strength of connections such as shear force, moment, axial force, etc. required for the manufacture, installation and design of steel connections.
- 6) Refer to seismic safety provision of local code.

4.4 Mechanical, Electrical, Plumbing and Fire Protection

- 1) Conduct integrated design for plumbing (sanitary installation), HVAC, electrical system, communications and firefighting system on a good understanding of the nature and operation of the building.
- 2) The Consultant shall, in the earliest stage of design, establish and verify design parameters such as energy performance, design condition, and control system.
- 3) Propose appropriate air conditioning and ventilation system in consideration of project requirements.
- 4) Domestic water shall be obtained from the city distribution system. New service line shall be valved and metered at the point of connection. The Consultant to determine the necessity of water tank considering domestic water pressure.
- 5) Hot water heater shall be installed in bathrooms.
- 6) The sanitary sewer treatment system shall be designed based on the estimated flow rate from the building. All piping appurtenances shall conform to the requirements of the local design standards.
- 7) All storm water lines shall be continuous from the inlet to the outside of the building.
- 8) Electrical design shall be coordinated with other specialties such as equipment, interior layout and furniture.
- 9) The electrical panel, piping and wiring should be installed internally (no exposure allowed).
- 10) Coordinate electrical outlet location and Local Area Network (LAN) with floor plan.
- 11) Install each room with at least one terminal box for access to communications, telephone, intercom and internet.
- 12) Install proper audio system according to the purpose of each room.
- 13) The Consultant shall propose transformer, generator and UPS in consideration of local power supply.
- 14) Establish d Establish CCTV system to monitor entire facility.
- 15) Provide automatic control system for access, lighting and communication.



- 16) Provide lightning rod as required by code.
 17) Fire protection system shall be designed in accordance with local fire protection regulations.

4.5 Spatial Requirement Summary

1) Lecture Facility-1 (ISMP, ENAM) -2 Floors

ITEM	No. of Occupants	No. of Room	Area	Total Area (m ²)	-
Smart Multi Room(A)	50	1	140	140	
Smart Multi Room(B)	30	1	90	90	
Center for Teaching & Learning (CTL)		1	50	50	
Lecturer room	10	1	30	30	
Meeting room	15~20	1	30	30	
Staff office	8	1	30	30	
Public space (bathroom, hallway, stairs, etc)	-	1	180	180	30% of exclusive area
SUMMARY				550	

2) Lecture Facility-2 (SUPPTIC) -1 Floors

ITEM	No. of Occupants	No. of Room	Area	Total Area (m ²)	-
Smart Multi Room	50	1	140	140	
Center for Teaching & Learning (CTL)		1	50	50	
Lecturer room	10	1	30	30	
Meeting room	15~20	1	30	30	
Staff office	8	1	30	30	
Public space (bathroom, hallway, stairs, etc)	-	1	170	170	30% of exclusive area
SUMMARY				450	

3) Exhibition Facility (MINFOPRA) -2 Floors

ITEM	No. of Occupants	No. of Room	Area	Total Area (m ²)	-
Exhibition Hall	30	1	155	155	

Handwritten signature and circular official stamp of the Ministry of Education, Science and Technology, Republic of the Philippines.

Public space (bathroom, hallway, stairs, etc)	-	1	45	45	30% of exclusive area
SUMMARY				200	

- ✘ Should include room for monitoring the entire smart campus and server room.
- ✘ Net area requirements for each room can be reasonably adjusted per the Consultant's proposed design. However, the proposed gross floor area shall be within the range of $\pm 5\%$ from the recommended gross floor area.

4.6 Considerations

1) Layout design

■ ISMP

- * ISMP is scheduled to be relocated to the designated site, and as the our project will be conducted first, it is important to collaborate with stakeholders to develop a design plan that harmonizes with the future facilities to be relocated.

■ SUP'TIC

- * As a parking lot site within the campus, it is important to arrange and design it in a way that reflects the designs of the surrounding existing buildings.
- * If necessary, it is possible to establish a layout plan after demolishing any existing buildings on the site.

■ MINFOPRA

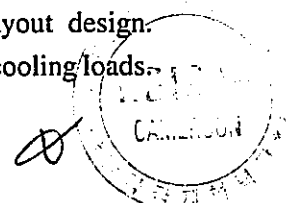
- * The plan is to demolish the existing buildings on the MINFOPRA parking lot site.
- * The exhibition Hall is planned to serve as a facility for workshops and other simple seminars in addition to promoting the public service transformation.

■ ENAM

- * Due to the shortage of parking spaces within the institution and in the vicinity of the parking lot, it is necessary to secure additional parking spaces and establish a layout plan taking into account the existing gaps.
- Each building should be planned with space arrangements according to its function and designed to have interconnectedness.
- It is important to consider the possibility of future vertical expansion and incorporate it into the design to ensure that structural calculations accommodate future expansion.

2) Floor plan design and others

- In consideration of the tropical climate, it is necessary to incorporate natural ventilation and daylighting by actively reflecting atriums and courtyards in the layout design. Additionally, given the local power situation, it is advantageous to minimize cooling loads.



- All spaces should be designed to be barrier-free, with no thresholds at entrances, sloped entryways, and accessible facilities such as disabled toilets.
- For rooms with extensive equipment such as smart classrooms, video conferencing rooms, and studios/editing rooms, the installation of access floors is necessary to create a comfortable environment.
- Classrooms in the main building should accommodate 30 people, with some classes being combined into two classrooms. Sufficient power supply facilities (outlets) should be planned to allow all students to use personal laptops during class time, and various options like access floors or wall-mounted power supplies should be considered.
- Noise prevention from surrounding roads or facilities should be thoroughly examined and reflected in the planning process.
- Utilizing the existing terrain to the fullest extent and conducting geological surveys prior to the project to determine soil stability are essential for developing placement plans.
- To adapt to the hot and humid local environment, layout designs with atriums and courtyards are planned to facilitate natural ventilation and create a comfortable environment.
- It is necessary to plan to ensure that the conditions of the site provided by MINFOPRA do not affect the educational atmosphere by being adjacent to neighboring buildings.
- Considering the implementation of Passive design as part of achieving Passive Building standards, the walls of each floor, excluding reinforced concrete structures, should be composed of cavity walls or similar methods.
- In consideration of the rainy local climate, it is preferable to design with a sloped roof rather than a flat roof to reduce the risk of leaks and other issues.
- Daylighting strategies and window designs with galleries should be employed to avoid direct sunlight and provide continuous ventilation.
- Covered walkways between buildings and the installation of louvers for sun shading should be considered to facilitate movement of students even during rainy weather and adapt to the environment structurally.
- Given the availability of locally producible materials such as cement, bricks, tiles, and corrugated metal roofing in Cameroon, utilizing local materials is considered advantageous for sustainability and economic reasons.
- Designs minimizing advanced equipment or electrical/mechanical devices are necessary due to difficulties in regional power supply and post-construction maintenance. Sustainable and environmentally friendly design applications are crucial.

5. Supervision Services Guideline

5.1 Scope of supervision services for construction



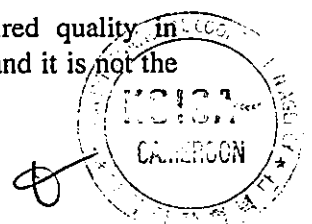
- a. Before commencement of construction
 - i. Reviewing construction schedule.
 - ii. Cooperation in reviewing the construction contract.
- b. After commencement of construction
 - iii. Instructing constructor to have structure or site of construction to follow relative laws and regulations.
 - iv. Checking appropriateness of construction plan and construction management.
 - v. Instructing on-site safety management.
 - vi. Reviewing progress schedule.
 - vii. Reviewing · confirming detailed construction drawing.
 - viii. Reviewing · confirming appropriateness of structural location and size.
 - ix. Reviewing · confirming execution of quality test and result of the test.
 - x. Reviewing · confirming appropriateness of design change.
 - xi. Preparation of mid-term supervision report and final supervision report.
 - xii. Reviewing · confirming construction progress payment.
 - xiii. Other matters according to the contract of supervision service for construction.

5.2 Reporting and recording of supervision services for construction

- a. Submission of Mid-term Supervision Report: on finishing reinforcing of roof slab.
- b. Submission of Final Supervision Report: at completion of construction.
- c. Preparation of Daily Supervision Log: on daily basis including progress photos, daily manpower input and work
- d. Weekly, Monthly Progress Report: on weekly / monthly basis description etc. is.

5.3 The Construction Service comprises all of the followings

- a. General Scope of Construction Supervision services
 - i. The services required are the Construction Supervision Services conform to the requirements of "Copyright & Technical Supervision Services of Cameroon" to ensure that the building construction works conform to the requirements set out in the drawings, specifications, the applicable local laws and/or regulations.
 - ii. The required number of staffs to be assigned and allocated for the construction supervision during the construction period shall conform to the requirements of the local laws and/or regulations.
 - iii. The construction supervision is also aiming to achieve the required quality in accordance with the specifications, drawings and contract document and it is not the mandatory requirement of the applicable local laws and/or regulations.



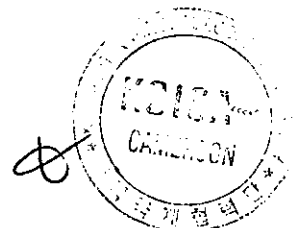
iv. The construction supervision shall include the following tasks.

- ✓ Construction quality assurance check.
- ✓ Checking of Safety, Environmental requirements and etc. to conform the required applicable local laws and/or regulations.
- ✓ Handling of various contractor's submittals.
- ✓ Review of material submittal & recommendations.
- ✓ Issue of non-conformance report and corrective action request.
- ✓ Filing incoming and outgoing documents at site.
- ✓ Reporting to the Employer according to the guidance to be issued later.
- ✓ Review of the progress schedule.
- ✓ Review of Contractor's progress payment invoice.

v. Qualification of staffs to be assigned and allocated shall conform to the applicable local laws and/or regulations.

b. Description of Technical (Construction) Supervision Services

- i. Assuring construction preliminaries and submittals, and performing functions and duties as prescribed by applicable laws and regulations of Cameroon including local codes and standards.
- ii. Assuring that the project is constructed against and according to approved and certified documents including construction drawings, specifications, shop drawings, etc., and maintaining control over such documents according to the requirements of quality management system and standards.
- iii. Managing the contractor's non-conformance and corrective actions.
- iv. Assuring job safety.
- v. Providing construction and progress monitoring and inspection reports for the entire construction duration as instructed by the representative appointed by the Employer.
- vi. Supporting the Employer with faithful performance to ensure that the contractor delivers the best possible project on time, within the budget and with the designed quality.
- vii. Monitoring and managing environmental protection activities such as water leaks, noise, dust, vibration, run-off and waste control and prevent damaging the environment around the job site. The Consultant shall be actively involved in implementing environmental control program that aims at reducing the general public's discomfort.
- viii. Controlling the site boundaries.
- ix. Leading site construction supervisions in absence of the Employer's representatives.
- x. Establishing and controlling the site quality control system.
- xi. Establishing and controlling the site safety control system.



- xii. Making necessary reports to the government regulatory offices according to law and regulation requirements.
- xiii. Assist building permits, licenses, contract close-out activities and documents, and occupancy permits.
- xiv. Any other services incidental to the above activities and required to be legally, professionally or customarily performed by the Consultant in its capacity as the construction supervision consultant under the relevant law and regulations of the Cameroun.

6. Qualification of Key Personnel

The Consultant shall assemble a team of professionals with appropriate qualifications and expertise in similar projects, to satisfy the requirements of the scope of work both in terms of skills and time allocation. As a minimum the Consultant's core design team shall include the following professionals:

6.1 Architect (Project Manager)

- 1) Shall manage all design tasks and deliverables through the life of the Project
- 2) Licensed to practice architectural design
- 3) Minimum 10 years of experience in architecture design
- 4) Post graduate qualification in Construction/Project Management
- 5) Proficiency in English language and effective communication and interpersonal communication skills

6.2 Structural Engineer

- 1) Licensed to practice structural engineering
- 2) Minimum 5 years of experience in building design
- 3) Extensive experience in structural design

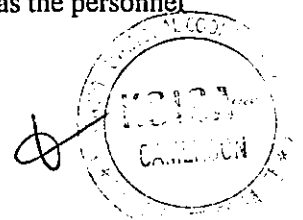
6.3 Electrical Engineer/Electronic Engineer

- 1) Licensed to practice electrical engineering
- 2) Minimum 5 years of experience in electrical design
- 3) Experience in finding power source alternatives for saving electricity, emergency power supplies, fire-detection systems, lighting, elevator control, data and communication system.

6.4 Mechanical Engineer/Plumbing Engineer

- 1) Licensed to practice mechanical engineering.
- 2) Minimum 5 years of experience in mechanical design.
- 3) Professional experience in design and analysis skills to design systems for HVAC, plumbing system, and sewer treatment system

The substitute of key personnel during the execution of the Project shall not be allowed. However, under unavoidable circumstances such as retirement or illness, the Consultant shall inquire the Employer for approval. The substitute shall have as equivalent or higher qualification as the personnel to be replaced.



7. Format, Review and Meeting

7.1 Format

Drawings prepared and submitted by the Consultant shall be standard size as specified in 3.3.2 and 3.3.3. The list, numbering system and title block of drawings shall be submitted for approval prior to the commencement of design activities.

7.2 Reviews and approvals

Scheduled review periods are required at the conclusion of each phase of the project. The Consultant shall respond in writing to the comments of CM. The Consultant shall meet with CM, when requested, to resolve any problems or concerns which may surface during the review. The Consultant shall not proceed with the work and/or a subsequent phase of the work without the written authorization of the Employer. The Consultant shall become familiar with local holidays and customs so that in setting submittal schedules, the project and client can take full advantage of the time periods scheduled for reviews and approvals

7.3 Meeting

The Consultant shall expect variety of meetings periodically or upon request over the course of project phase and shall be diligent in preparing the reports with the up-to-date progress information. Detailed schedule for meetings shall be coordinated between Consultant and CM. The attendees are not limited to Consultant, subcontract engineers, KOICA architect/engineer and CM but include other specialists with the prior notice.

8. Responsibility of Consultant

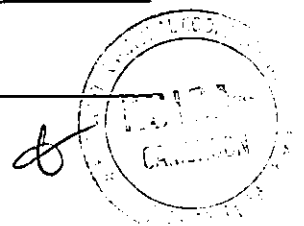
8.1 The Consultant shall be fully responsible for the control and supervision of the design services, and the administration of the contract to ensure timely approval for each service completed and the related payment for the services per the terms and conditions of the Contract.

8.2 The Consultant shall appoint the representative for each discipline of work as a counterpart of the CM for review and approval.

8.3 The Consultant shall provide administrative help necessary in obtaining various permissions and other items related to the execution of the Contract.

9. Payment Schedule

Payment at Phase		Amount	Remarks
1. Advance payment		30% of Design Fee	Within 14 business days after submitted the advance payment guarantee.
2. Design	Detailed Design	40% of Design Fee	Upon approval of the 60% Detailed Design
		60% of Design Fee	Upon approval of the Final Detailed Design
3. Construction Supervision		Every 20% of the construction progress rate	

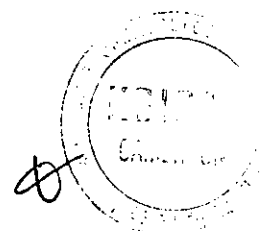


4. Defect Liability Period	2 years after the completion of the construction	
5. Defect Warranty	3% of Contract price	<ul style="list-style-type: none"> • Validity date: 2 years from the date of Taking Over Certificate of the construction issued *If the both parties agree on Retention as Maintenance Deposit, 3% will be deducted from the final payment and shall be returned after warranty period is over
6. Liquidated Damages	0.125% of the contract price per day	The maximum amount of liquidated damages : 15% of the contract price, maximum 120days

10. Confidentiality

The Consultant and all of his subcontractors shall agree to maintain confidentiality on the acquired information including design documents related to the project. The Consultant shall not let the information transferred to the third party for any reason.

- ✘ The responsibility on confidentiality is exempted for the information and documents that belong to the Consultant or are at the free disposition of the public prior to the acknowledgement of these information or documents.



Attachment .

[Form #1]

Daily Supervision Log

Project Name:		Date:		
		Accumulated Progress: 000 %		
		Weather:		Temperature:
Duties By Supervisor	Name (Duty)	Sign	Duties Executed	Instruction by Senior Supervisor



[Form #2]

Request of Inspection

No.:

Date:

To: (Name of supervision firm) Supervisor 000

We hereby request inspection and confirmation on the following construction detail:

Description / Location	
Parts Requesting Inspection	
Date of Request	
Result of Inspection	

Attachment : Inspection Checklist by Contractor, Test Result, Field Note and drawing of Construction, List of Participants(incl. Technician)

Contractor's Inspector (signature)

On-site Agent (signature)

Notification for Inspection Result

No.:

To: (Name of contractor) On-site Agent 000

We hereby notify inspection result upon request of Document No. ○○, as of 2020 as follows:

1. Inspection Result : Pass / Failure

2. Instruction : List of instructions upon the result of Failure or any insufficiencies

Attachment : Inspection Checklist by Supervisor

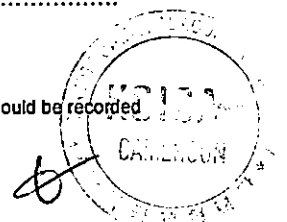
Senior Supervisor (signature)

Supervisor (signature)

① In case of re-inspection, notation "(Re)" should be indicated on top-right side of the document in red-letter.

② In case of re-inspection request by constructor, the list of technicians who made faults over construction procedure should be recorded and attached in company with this document.

③ This document should be prepared in duplicate for Constructor and Supervisor each.



[Form #3]

Request for Inspection of Progress Claim

Via Supervisor : (signature)

1. Title of Project:
2. Location of Project:
3. Contract Amount:
4. Date of Contract:
5. Date of Notice to Proceed:
6. Date of Practical Completion:
7. Progress of Work Done as of 20 . . (at present) : %
8. Documents Required: Breakdown Bill of Quantity for Progress Claim,
Relative Pictures (showing Progress of Work Done)

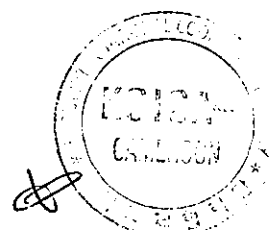
We hereby confirm that aforementioned construction has duly been in progress, in terms of contracting the construction, as determined in construction drawing, Quality Management Standard, and other contract matters and promise the compensation or re-construction in case of any defects detected over the course of construction, supervision, or inspection. In witness whereof, we hereby submit this document to request legitimate inspection procedure as of:

Date:

Address:

Name of Company:

Name of Applicant:



To:

[Form #4]

Breakdown Bill of Quantity for Progress Claim

1. Contract Amount:

2. Title of Project:

3. Amount for This Progress Claim: as of:

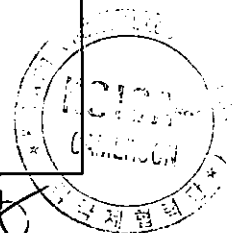
4. Breakdown B.Q.:

(A)

Breakdown	Unit	Contract Amount			Amount of Work Done at This Progress claim			Total Amount of Work Done to Last Progress Claim			Application
		Q'ty	Unit Rate	Amount	Q'ty	Cost	%	Q'ty	Cost	%	

(B)

Breakdown	Unit	Contract Amount			Amount of Work Done at This Progress claim			Total Amount of Work Done to Last Progress Claim			Application
		Q'ty	Unit Rate	Amount	Q'ty	Cost	%	Q'ty	Cost	%	



[Form #5]

Request for Inspection of Practical Completion for Construction

Via Supervisor : (signature)

1. Title of Project:
2. Location of Project:
3. Contract Amount:
4. Date of Contract:
5. Date of Notice to Proceed:
6. Date of Practical Completion:
7. Actual Date of Practical Completion:
8. Required Document: B.Q. for Final Claim, Pictures showing Practical Completion of Contract.

We hereby confirm that aforementioned construction has duly completed, in every element of the construction, as determined in construction drawing, Quality Management Standard, and other contract matters and promise the full compensation or re-construction in case of any defects detected over the course of construction, supervision, or inspection. In witness whereof, we hereby submit this document as of:

Date:

Address:

Name of Company:

Name of Applicant:

To:



[Form #6]

Monthly Report

1. Introduction
 - 1.1 Project Information
 - 1.2 Brief Presentation of the Project
2. Activities Development
 - 2.1 Summary of Work Performed
 - 2.2 Work Progress
 - 2.3 Work not provided for in the Contract
 - 2.4 Work Plans
3. Quality Control
 - 3.1 Test Performed
 - 3.2 Approval of Materials and Equipment applied electrical material
 - 3.3 Defects and Corrections
4. Health, Safety, Environment and Community
5. Financial Control
 - 5.1 Invoicing
 - 5.2 Payments to the Contractor
 - 5.3 Financial Analysis
6. Particular Aspects
 - 6.1 Clients
 - 6.2 Supervision
 - 6.3 Contractor
 - 6.4 Other Stakeholders
7. Changes Register

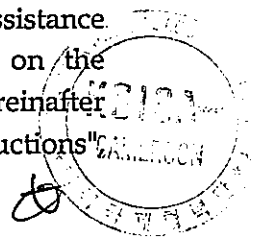


General Conditions of Contract

1 Definitions

In this Agreement, the following terms shall have the meaning set forth below:

- (a) The "Contract" means the Contract Documents set forth in Section 2 below executed by both parties and other documents attached thereto.
- (b) The "Project" means the project stated in the front page of this Agreement for which the Consultant Services are to be provided.
- (c) The "Contract Price" means the price specified in the front page of this Agreement.
- (d) The "Consultant Services" means, where applicable, major or ancillary services including research, feasibility study, etc. related with the project conducted by the Employer, to be provided by the Consultant to perform this Agreement, but excludes construction management services and consultant services with equipment.
- (e) The "day" means calendar day, while the expiry date shall be extended to the following business day in case it falls on a Saturday, Sunday or a holiday.
- (f) The "Project Site" means, where applicable, the place or places named in the front page of this Agreement.
- (g) The "Contract Period" means the period designated in consideration of the extendibility of the Project owing to the circumstances related with the Host Country and other reasons than the Consultant's fault, and specified in the front page of this Agreement.
- (h) The "Consulting Period" means the period of time when the Consultant has completed the Consultant Services in accordance with this Agreement, thereby fully performing the provisions of this Agreement, and specified in the front page of this Agreement.
- (i) "Force Majeure" means storms, floods, earthquakes, war, riot, civil insurrection, fires, epidemic, quarantine restrictions, freight embargoes, etc. which are beyond the reasonable expectation of the parties at the time of execution of the Agreement and currently still beyond reasonable control of the affected party, and could frustrate the purpose of the Agreement.
- (j) Other terms, unless otherwise provided in this General Conditions of Contract (GCC), are subject to the relevant KOICA regulations and implementing rules on procurement and contracting in respect of the Foreign Grant Assistance Program, KOICA regulation on accounting and the Instructions on the International Bidding for the Procurement of Consultant Services (hereinafter referred to as "KOICA Regulations", "KOICA Rules", "Instructions" respectively).



2 Contract Documents

- 2.1 This Agreement shall consist of Contract Form, General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), and Instructions on International Bidding for the Procurement of Consultant Services, and other attachments including the Plan of Consultant Services, Technical Specifications, Breakdown of the Contract Price and the Proposal; in case of conflict among the Contract Documents, the governing priority shall be firstly special provisions then general provisions in nature.
- 2.2 Notices between the parties shall be deemed to be effective as a part of Contract Documents.

3 Language

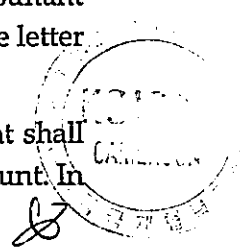
All the Contract Documents shall be made either in Korean or in English; *provided, however*, that, should there be any discrepancy or difference between the Korean version and the English one, if any, the English version shall prevail.

4 Scope of Work

- 4.1 The scope of work to be performed by the Consultant shall be subject to the provisions of this Agreement, including the Plan of Consultant Services and Breakdown of the Contract Price attached hereto, as well as the Technical Specifications submitted at the time of bidding, and the priority shall be firstly the Agreement, then Plan of Consultant Services and Technical Specifications, as stated in Section 4.2.
- 4.2 The scope of work shall be, but not limited to, the Employer's project-related research and survey including such other works as reasonably demanded by the Employer in accordance with the Contract Documents.

5 Contract Deposit, etc.

- 5.1 The Contractor shall furnish to the Employer i) the Contract Deposit in the amount of no less than 15 percent of the Contract Price to ensure the conclusion of Contract, and ii) the Maintenance Security in the amount of no less than three (3) percent of the Contract Price to ensure the maintenance and repair of the equipment, respectively, in a manner as required by the Employer in the form and substance
- 5.2 In case that the whole or part of Contract Deposit may be exempted pursuant to the Instructions on the International Bidding for the Procurement of Consultant Services, the Consultant may cause the Contract Deposit to be replaced by the letter of undertaking to pay the Contract Deposit.
- 5.3 In case that the Contract Price is increased pursuant to GCC, the Consultant shall make additional payment of the Contract Deposit by the corresponding amount. In



case of decrease of the Contract Price, the Consultant may request the refund of the Contract Deposit by the corresponding amount.

- 5.4 When the Consulting Period is extended, the Consultant shall submit the additional Contract Deposit based upon the extended Consulting Period.
- 5.5 The period of the Contract Deposit shall be from the Effective Date to no less than 60 days since the expiry of Consulting Period, and, in case of the Maintenance Security, from the completion of Consultant Services date to no less than 60 days since the expiry of the Period of Maintenance Liability as stated in Section 25.1 of GCC.
- 5.6 When the Employer is requested, with respect to the performance of the Consultant Services, to pay the advance payment (which refers to the payment in advance usually made) to the Supplier, the Supplier shall submit the Advance Payment Guarantee in a manner as required by the Purchaser in the form and substance.

6 Disposal of Contract Deposit

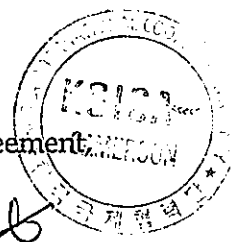
- 6.1 When the Consultant fails to perform the obligations hereunder without any justifiable ground, the Employer may revert to itself the proceeds of Contract Deposit and terminate this Agreement.
- 6.2 In case that the letter of undertaking to pay the Contract Deposit has been submitted pursuant to Section 5.2, and when the Employer requires the payment such cash amount upon the confiscation events, the Consultant shall immediately pay the Contract Deposit in cash.
- 6.3 The Contract Deposit furnished by the Consultant shall be returned to the Consultant without delay upon its request after this Agreement has been completely performed.

7 Implementation of Project Expenditure

- 7.1 The Consultant shall complete the project committed to it under this Agreement (hereinafter referred to as the "Project") within the time frame of the Consulting Period and the Contract Price, and make payment in USD currency of the Contract Price based upon the Plan of Consultant Services and Breakdown of the Contract Price attached hereto.
- 7.2 The Project expenditure shall be implemented within the scope of the total Contract Price, and the Consultant shall not demand the additional payment of expenses hereof.

8 Modification of Project Plan

- 8.1 In case that any of the followings takes place after the conclusion of the Agreement, the Consultant shall immediately notify the Employer of the fact in writing:



- (a) The modification of the initial plan being necessary for the enhancement of the Project as a result of interim assessment of the Project;
- (b) Specific political situation and social impediments occurring in the Republic of Korea and the Host Country; or
- (c) Internal and external circumstances enough to affect the execution of the Project.

8.2 Upon receiving the notice stated in Section 8.1, if the Employer deems it necessary to modify the initial Project Plan after investigating such fact, the Employer may take necessary measures to modify the Project Plan including the extension or reduction of the period, or the suspension of the Project.

8.3 In case that the Employer deems it necessary to modify the Agreement based upon the investigation stated in Section 8.2, the Employer may take necessary measures subject to consultations with the Consultant.

8.4 In case that the Consultant intends to modify the Plan of Consultant Services, Breakdown of the Contract Price, etc. attached hereto pursuant to Section 8.1 and in unavoidable circumstances while executing the Project, the Consultant shall obtain the approval of the Employer with supporting evidential data and reasons thereof attached, and thereafter proceed to conduct as approved.

8.5 When the Consultant intends to modify the Plan of Consultant Services, Breakdown of the Contract Price, etc. stated in Section 8.4, the Consultant shall obtain the approval of the Employer within 15 days from the occurrence of such event of necessary modification.

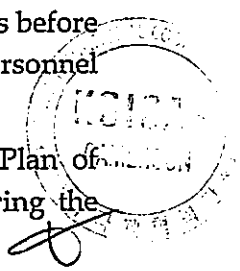
8.6 In case of the extension of the Consulting Period or the modification of the Project Plan owing to the negligence or delay of reports imputable to the Consultant, the Consultant shall, without any increase of the Contract Price, modify the Plan of Consultant Services, extend the period to engage the necessary personnel in the Project, and execute the Project subject to the approval of the Employer.

9 Modification of Plan to Engage Personnel

9.1 The Consultant shall engage necessary personnel in the Project in accordance with the Plan of Consultant Services. In case that the Consultant intends to modify the plan to engage personnel in the Project, contained in the Plan of Consultant Services attached hereto, in unavoidable circumstances, the Consultant may request the Employer of modification of such plan with supporting evidential data and reasons thereof attached. Thereafter the Employer may approve or reject the request after examination thereof.

9.2 The Consultant shall obtain the prior approval of the Employer until 10 days before the change of personnel, and exert its best efforts lest such change of personnel should affect the execution of the Project.

9.3 The Consultant shall not change the Project manager specified in the Plan of Consultant Services without the request or consent of the Employer during the



Consulting Period.

10 Preservation of Project Expenditure Books

10.1 The Consultant shall preserve the separate ledgers and books recording the accounting information of the Project expenses, and settle the accounts by submitting them to the Employer for its confirmation.

10.2 When the Employer requests the perusal or submission of the ledgers and books in respect of the Project, the Consultant shall respond to it.

11 Saving of Project Expenses Recommended

The Consultant shall bear in mind that the Project expenditure has been implemented by virtue of the Government grant, and exert itself to save the Project expenses to the utmost and contribute to the increased substantial cooperation between both countries by executing the Project successfully and enhancing the expected effect thereof.

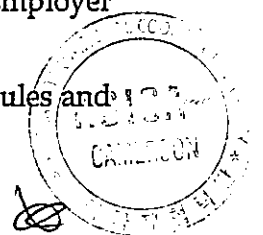
12 Settlement of Accounts of Project Expenditure

12.1 The settlement of accounts in respect of the Project expenses shall be conducted as follows:

- (a) Personnel expenses, including direct labor costs, various expenses and technical royalties, and travelling costs of the Consultant shall be settled in the USD currency, based upon the actual number of personnel and period of time, and other direct expenses shall be paid on an actual basis within the limit of Project expenses; and
- (b) The Employer shall confirm and settle the accounts for the expenses specified in Item i) above upon receiving the final Project report, and complete the settlement of accounts by paying the Project expenses after adding or deducting the remainder of such expenses, if any.

12.2 The settlement of accounts of the Project expenses by the Consultant shall be conducted as follows:

- (a) The foreign exchange rate at the time of the settlement of accounts is applied on a quarterly basis;
- (b) The foreign exchange rate for quarterly settlement shall be the T/T offered rate quoted on the 15th day of each month by the bank with which the Employer trades; and
- (c) Other matters on the settlement of accounts shall apply the relevant rules and regulations of the Employer.



13 Liquidated Damages

13.1 If the Consultant fails to perform the obligations under the Agreement including the followings and delays the Project program, the Consultant shall, without prejudice to its other remedies under this Agreement, pay the amount in cash, as liquidated damages, a sum equivalent to the 0.125 percent of the Contract Price for a day of delay.

- (a) The Consultant fails to keep time for the submission of reports and reporting thereof as stated in Section 17;
- (b) The progress of the Project is behind schedule by more than three (3) months of the initial program contained in the Plan of Consultant Services attached hereto; and
- (c) The Consultant fails to complete the Project within the Consulting Period.

13.2 When the Employer deems that any of the followings has caused such delay, the corresponding days shall be excluded from the days of delay:

- (a) Force Majeure events;
- (b) Delay of commencement, or suspension, of the Project by the written request of the Employer; or
- (c) Other delay arising out of incidents not imputable to the Consultant.

13.3 The Consultant shall, if any of the events stated in Section 13.2 takes place, notify the Employer immediately of the occurrence of such incident in writing for its approval. If the Consultant fails to notify of the occurrence of such incident stated in Section 13.2, the Employer shall levy the liquidated damages pursuant to Section 13.1.

14 Force Majeure

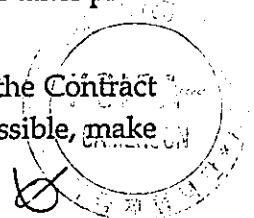
14.1 The damages and losses caused by Force Majeure shall not be deemed imputable to the Consultant.

14.2 When the damages and losses caused by Force Majeure, the Consultant shall without delay give notice to the Employer of such event.

15 Extension of Contract Period, etc.

15.1 The Contract Period shall be extended as follows:

- (a) The Consultant shall, without delay, request to the Employer in writing the extension of the Contract Period in case that inevitable circumstances of the Host Country or the Force Majeure events specified in Section 1(i) of GCC takes place during the initial Contract Period;
- (b) When the Employer is notified of the request for the extension of the Contract Period stated in Section 15.1(a), the Employer shall, as soon as possible, make



investigation into such an event and take such necessary measures as the extension of the Contract Period, etc. to facilitate the performance of the Consultant Services;

- (c) When the Employer approves the extension of the Contract Period stated in Section 15.1(a), the liquidated damages set forth in Section 13 of GCC shall not be levied during such extended period; and
- (d) When the Contract Period is extended pursuant to Section 15.1(c) of GCC, the Contract Price shall not be adjusted accordingly.

15.2 The Consulting Period shall be extended as follows:

- (a) The Consultant shall, without delay from the occurrence of the circumstances, request to the Employer in writing the extension of the Consulting Period in case that circumstances imputable to the Consultant make it necessary to extend the initial Consulting Period;
- (b) When the Employer is notified of the request for the extension of the Consulting Period stated in Section 15.2(a), the Employer shall, as soon as possible, notify the Consultant whether the Employer approves the extension of the Consulting Period; and
- (c) When the Consulting Period is extended out of the reasons imputable to the Consultant, the Liquidated Damages stated in Section 13 of GCC shall be levied accordingly.

16 No Assignment and No Sub-contracting

16.1 The Consultant shall not grant collateral, nor assign its rights and obligations related with this Agreement for the benefit of a third party without prior written consent of the Employer.

16.2 The Consultant shall not make, for the purpose of performing this Agreement, a sub-contract or delegation to a third party, but, in unavoidable circumstances, it shall obtain prior written consent of the Employer; *provided, however*, that the same shall not apply to the matters confirmed by the Plan of Consultant Services.

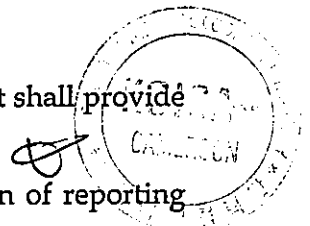
17 Submission of Reports and Reporting Thereof

17.1 The Consultant shall submit the reports in respect of the Project as prescribed in the Plan of Consultant Services within the Consulting Period in the following manner:

- (a) Number of copies: three (3) copies each, in case of the final reports, five (5) copies each; and
- (b) Time of submission: as stated in the Plan of Consultant Services.

17.2 When submitting the reports as stated in Section 17.1, the Consultant shall provide CD-Roms separately with no specific justifiable ground.

17.3 Upon completing the Project, the Consultant shall hold an occasion of reporting



thereon at the request of the Employer.

18 Examination of Reports

18.1 After examining the reports submitted by the Consultant, the Employer may request the Consultant to modify or supplement the reports if deemed necessary, and the Consultant shall immediately execute such request.

18.2 The expenses, necessary for the executing such request of the Employer, incurred by the Consultant shall be paid within the limit of the Project budget.

19 Demand for Correction

19.1 If the Employer deems the services performed by the Consultant faithless and unreliable, the Employer may demand the correction thereof, and the Consultant shall respect the opinion of the Employer and take necessary corrective measures immediately.

19.2 If the Employer deems the Consultant's personnel careless and negligent, and influencing apparently the operations of the Employer in a negative way, the Employer may demand the change of such personnel. The Consultant shall follow such demand if not in an un avoidable circumstances, and be careful lest such change of the personnel should affect the performance of services.

19.3 The Consultant shall have close cooperative relation with the local office of KOICA or the Korean Embassy stationed to the Host Country or the adjacent country so as to facilitate the execution of the Project.

19.4 The Employer may, if necessary, delegate the whole or part of its authority to demand for correction to the local office of KOICA or the Korean Embassy stationed to the Host Country or the adjacent country. In such a case, the Consultant shall follow the demand for correction of the representative of the local office of KOICA or the Korean Embassy.

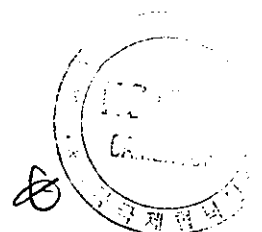
20 Decision Making on Major Issues and Notification Thereof

20.1 The Consultant shall not make decision alone in performing the Consultant Services in respect of important issues which have material impact on the schedule, cost, quality, etc. of the Consultant Services, and shall, without fail, report to the Employer in writing for necessary consultations.

20.2 The notice or notification on the important issues stated in Section 20.1 shall be in writing in principle.

21 Representations and Warranties

The Consultant, unless otherwise provided in the Special Conditions, hereby represents and warrants that:



- (a) It was duly established in the eligible country (hereinafter referred to as the "Located Country") in accordance with the relevant laws and regulations, and has full legal power to enter into and perform this Agreement and good capacity to do business;
- (b) It has obtained the official approval, consent and authorizations, if any, from the Located Country as well as the Host Country and other related countries, necessary to perform the Consultant Services to the Host Country;
- (c) It has conducted sincerely the procedural requirements including, but not limited to, the qualification test, Electronic Procurement System and duty of integrity as required by the Employer;
- (d) It has warranted the quality of the Consultant Services, and, in case of any defect therein, immediate provision of new services or refund as demanded by the Employer;
- (e) It has guaranteed the Contract Price is not higher than the regular price and the fair market value usually traded;
- (f) It will not pay the expenses to perform its obligations hereunder out of country, which are included in the Contract Price, and the Consultant shall not demand the additional payment of expenses hereof;
- (g) It shall waive its sovereign immunity, if applicable, even though it is a state-owned company of the Host Country.

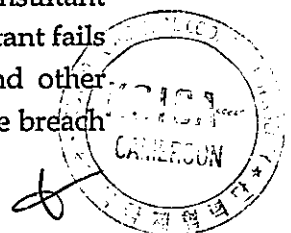
22 Covenants

The Consultant, unless otherwise provided in the Special Conditions, hereby covenant to the Employer, to the extent that this Agreement applies, that:

- (a) It shall not employ any fraudulent and corrupt manner in performing the Consultant Services;
- (b) It shall not make any sub-contract in performing the Consultant Services with a third party without prior written consent of the Employer;
- (c) It shall not assign its contractual status, rights and obligations to a third party without prior written consent of the Employer;
- (d) It shall pay taxes, duties, assessments and governmental charges upon it, its properties or taxable activities hereunder promptly when due; and
- (e) It shall report to the Employer immediately any event or incident that may significantly affect the performance hereof.

23 Events of Default and Damages

23.1 In the event that any representation, warranty or statement made by the Consultant hereunder proves to have been incorrect in any material aspect; the Consultant fails to perform or observe any covenant herein, or the duty of integrity and other requirements as called for by the Employer, it shall be deemed to constitute breach of contract.



23.2 The Consultant shall be liable to the Employer for any loss and actual damages to the Employer, caused by any of the events stated in Section 23.1; *provided, however*, that the Consultant shall also be liable to the Employer for special damages, only under special circumstances that it knew, or would have known, the breach of Contract.

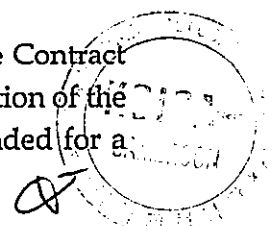
24 Termination

24.1 The Employer may terminate this Agreement if any of the following cases takes place, and the Consultant shall submit the report on the settlement of accounts, the resultant Project report and other related materials to the Employer within one month from the termination date, and settle the accounts on an actual basis:

- (a) The national policy of the Korean government has been changed;
- (b) The policy of the Host Country has been altered to hinder the continued execution of the Project;
- (c) Force Majeure event has blocked the performance of Contract;
- (d) Other incidents not imputable to the Consultant have made the performance of Contract extremely difficult; or
- (e) Any significant change of business plan on the part of the Employer has necessitate the termination of this Agreement in whole or in part.

24.2 The Employer may terminate the whole or part of the Agreement when the attainment of the purpose of this Agreement is deemed impossible because of any of the following events imputable to the Consultant:

- (a) The Consultant fails to commence the Project past the scheduled date without any justifiable ground;
- (b) The Consultant fails, or is unlikely, to complete the Project within the Consulting Period for the reason imputable to the Consultant;
- (c) The Consultant's personnel and employees would not follow the instructions of the Employer related with the Project without any justifiable ground, or dare to impede the operations of the Employer or commit corrupt practices;
- (d) The Consultant has assigned the contractual rights or obligations to a third party without the consent of the Employer;
- (e) The Consultant proves to be in breach of, or incapable to perform, this Agreement;
- (f) In case the liquidated damages set forth in Section 13 amount to the Contract Deposit to enable the termination of the Agreement, the timely execution of the Project is hardly expected even though the Contract Period is extended for a while;



- (g) The Consultant has committed illegal or fraudulent activities including bribery or fraud which impedes ordinary operation of Contract while performing this Agreement;
- (h) The Consultant fails to take necessary measures for more than 14 days for the correction of the insufficient Consultant Services which the Employer has demanded in writing;
- (i) The Consultant undergoes the revocation of license or registration, suspension of operation, etc. by the competent authorities; or
- (j) The Consultant is in breach of Contract, and, owing to such breach, is deemed impossible to attain the purpose of this Agreement.

24.3 When the Employer has terminated the Agreement pursuant to Sections 24.1 and 24.2 of GCC, the Employer shall immediately notify in writing the Consultant of such fact, and the Consultant shall stop performing the Agreement as of the date and on condition based upon such notification.

24.4 When the Agreement is terminated pursuant to Section 24.2, the Consultant shall, together with the confiscation of the Contract Deposit pursuant to Section 6 of GCC, return to the Employer the total amount including the Project expenses paid by the Employer until such termination and the statutory interest thereon.

24.5 In case that the Agreement has been terminated on account of the Employer's circumstances, the Employer shall pay the amount which the Consultant consumed to execute the Project; *provided, however*, that the labor cost shall be calculated by the number of days performed, and other expenses on the basis of evidence and vouchers.

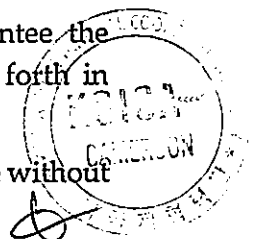
25. Maintenance Guaranty

25.1 The Consultant shall be liable for the maintenance and revision of the Consultant Services for two years (hereinafter referred to as the "Period of Maintenance Liability"); *provided, however*, that, once the request of repair is submitted to the Consultant during such Period but the Period expires, the Consultant's liability shall cease to exist when the Employer confirms the requested revision is completed.

25.2 When the Employer requests the revision of the defective Consultant Services, the Consultant shall immediately revise the Consultant Service; *provided, however*, that, in case of its failure to revise at the time in need, the Consultant shall have, subject to the prior consent of the Employer, a third party capable of providing the same kind of Consultant Services with equipment repair the defective Consultant Services with equipment at its own expenses.

25.3 The Consultant shall deposit cash or bond to the Employer to guarantee the maintenance and repair of the Consultant Services with equipment set forth in Section 25.1 as the Maintenance Security specified in Section 5.1 of GCC.

25.4 When the Consultant would not respond to the End-User's request of revise without



any justifiable ground during the Period of Maintenance Liability, the Maintenance Security shall belong to the Employer.

25.5 The Maintenance Security furnished by the Consultant shall be discharged, released or returned to the Consultant upon its request when the period set forth in Section 25.1 expires.

25.6 Any cost incurred for *ex post facto* management during the Period of Maintenance Liability shall be borne by the Consultant in whole.

26. *Ex Post Facto* Management, etc.

The Consultant shall perform *ex post facto* management services with best efforts upon the request of the Employer after the closing of the Project and the expiry of the Period of Maintenance Liability. The cost and expenses incurred for the after services shall be borne subject to the agreement between the Employer and the Consultant.

27 Notice, etc.

Any notice required or given under this Agreement shall be i) personally delivered; ii) transmitted by mail or courier service; iii) transmitted via the Electronic Procurement System of the Employer; or iv) transmitted by e-mail or telefax with confirmed receipt thereof, to the parties as follows, with the addressee elected and confirmed in writing each other:

28 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Korea and the Republic of Cameroon.

29 Severability and No-Waiver

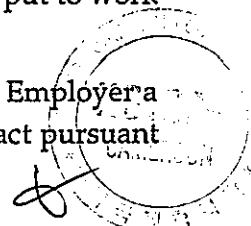
29.1 In case that any one or more of the provisions contained herein turns out invalid or cancelled, the remaining provisions hereof shall in no way be affected thereby.

29.2 No delay or omission by the Employer in exercising any of its rights hereunder shall operate or be construed as a waiver thereof, the rights and remedies set forth herein shall be cumulative in exercising them.

30 Insurance and Casualty Compensation

30.1 The Consultant shall make the probable accidents to human resources, put to work for the performance of this Agreement, insured at its cost.

30.2 The Consultant shall, prior to the dispatch of personnel, submit to the Employer a copy of insurance certificate issued on the occasion of insurance contract pursuant to Section 30.1.



30.3 The Consultant shall be totally liable for the illness, injury, death and other accidents of the Consultant, its agents and representatives, personnel and laborers in relation to this Agreement.

31 Fiduciary Duty

The Consultant shall exert itself as a fiduciary person with fidelity and sincerity to perform this Agreement, and handle its job promptly and correctly assuming a responsible and sincere attitude.

32 Intellectual Property Rights and Confidentiality

32.1 Unless otherwise agreed upon by both parties, the materials and reports which the Consultant submitted to the Employer (including Intellectual Property Right thereof) shall belong to the ownership of the Employer, and the Consultant shall not provide them to a third party nor use for other purposes without prior consent of the Employer. The same shall apply where this Agreement has been terminated pursuant to Section 24 of GCC.

32.2 The Consultant shall keep confidential the trade secret and know-how acquired in the course of performing this Agreement, and shall not provide them to a third party without prior consent of the Employer.

33 Intellectual Property Rights of Third Party

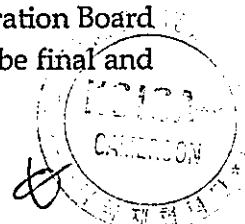
The Consultant shall not infringe upon the patent right, trademark, industrial design and other intellectual property rights of a third party in performing this Agreement, and shall indemnify and hold the Employer harmless against all third-party claims in any case that the dispute with respect to the intellectual property rights takes place.

34 Dispute Resolution

34.1 In case that any dispute occurs out of this Agreement, only if each party notifies the other party in writing of the dispute within seven (7) days from the day when it is aware of such occurrence, such notification shall be regarded as effective.

34.2 Any dispute arising out of this Agreement shall be, in principle, settled amicably in good faith by means of consultation between both parties.

34.3 If any agreement is seldom reached by both parties within 30 days from the occurrence of the dispute, such dispute and differences shall be settled, as elected by the Employer, either by the litigation before the Suwon District Court Seongnam Branch, or by the Korean Commercial Arbitration Board in Seoul, Korea in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board and under the Korean laws. In the latter case, the arbitral award shall be final and binding upon both parties.



35 Miscellaneous

35.1 This Agreement shall become effective from the day when the representatives of both parties affix their signatures on this Agreement.

35.2 Other matters which have not been expressly set forth in this Agreement shall be determined subject to mutual consultations in accordance with the relevant laws and regulations, and commercial practices.

36. Deliverable Documents

36.1 The Consultant shall provide the Employer with the deliverables mentioned in

A handwritten signature is written over a circular stamp. The stamp contains the text "12/12/20" and "C/12/20".

Special Conditions of Contract

1. Purpose

SCC shall supplement GCC with the specific provisions in GCC referred to and amended accordingly. The SCC provisions shall prevail over those in GCC and constitute a part of this Agreement.

2. Contract Period and Consulting Period

2.1 The Contract Period as defined in Section 1(g) of GCC shall be from the Effective Date to mm dd, 20yy.

2.2 The Consulting Period as defined in Section 1(h) of GCC shall be from the Effective Date to mm dd, 20yy.

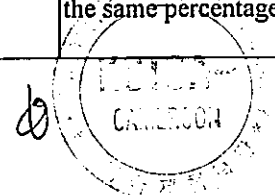
3. Commencement of Project

The Consultant shall commence the Project within 10 days from the Effective Date; *provided, however*, that, in case that its delay is apparently expected in unavoidable circumstances, the Consultant shall obtain the approval of the Employer in advance.

4. Payment of Project Expenses

4.1 The Consultant shall demand the Project expenses based upon the implementation plan in the Breakdown of the Contract Price as follows, and the Employer shall pay such amount in the Korean currency to the Consultant in its bank account [*Name of the Bank and A/C Number, Owner's Name*] within 14 days from the Consultant's demand:

Classification	Schedule of payment	Amount	Observation
Advance payment	1. Within 14 days after the submitting of the advance guarantee, effective reception of	Max. 30% of the price of the contract	Advance payment shall be amortized from each payment at the same percentage.



	the Contract Deposit and the Advance Payment Deposit.		
60 % Detailed design	3. Upon 90% Detailed Design Approval	40% of the price of the Design	
100 % Detailed design	4. Upon 100% Detailed Design Approval	60% of the price of the Design	
Construction Supervision payment	5. Every 20% of the construction progress rate	20% of price of the Construction Supervision	

4.2 The Consultant may demand in advance the expenses necessary to prepare for the Project, and the Employer may pay such expenses after examination thereof.

4.3 The Consultant may request the transfer of budget by item within the scope of the Contract Price so as to facilitate the execution of the Project, and the Employer may approve or reject such request after examination thereof.

4.4 The Consultant shall apply for the Project expenses with the previous quarter performance report attached thereto in accordance with the implementation plan.

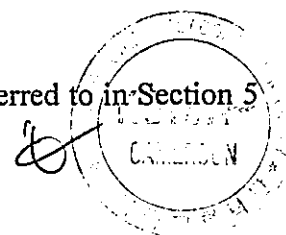
4.5 The Employer may make payment in advance in accordance with the KOICA's Criteria on Advance Payment so as to facilitate the execution of the Project; *provided, however*, in such a case, that the submission of advance payment-related guarantee bond is required.

5. Settlement of Payment

The Contract is based on a Fixed Lump Sum Price, the sum of USD _____ (_____ US dollars), and will not be adjustable, except where expressly agreed in writing between the parties.

6. Deposits and Penalty

For the purposes of payment of the price, and the payment of penalty referred to in Section 5 and 13 of the GCC, the following details will be taken into account:



(a) Deposits

Classification	Description
1. Contract deposit (Performance Bond)	15% of the total price of the contract, valid for contract period plus 60 days
2. Advance payment deposit (Advance payment Bond)	100% of the price of advance payment and the amount of interest(+7%) corresponding to the guarantee period valid for period until the completion of repayment of advance payment plus 60 days
3. Defect Warranty	<ul style="list-style-type: none">- 3% of the price of the contract- At the completion of settlement, defect guarantee bond shall be submitted- Valid period: completion date plus 2 years and 60 days <p>*If the both parties agree on Retention as Maintenance Deposit, 3% will be deducted from the final payment and shall be returned after warranty period is over</p>

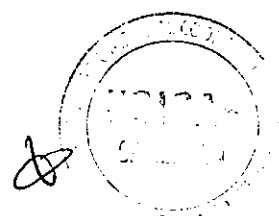
(b) Penalty

Classification	Description
1. Liquidated damages	0.125% / day

7. Post-Qualification Monitoring

7.1 In performing the Consultant Services, the Consultant shall implement the content as specified in the Pre-Qualification Criteria thoroughly as promised by it during the initial qualification examination.

7.2 The Employer shall monitor from time to time the performance of the Consultant as stated in Section 8.1, and, if any difference from the initial plan occurs, shall take measures to correct immediately such difference.



8. Confidentiality of the Information

The consultant shall take special care to maintain the confidentiality of the information, especially those that relate to the economics of the project, and shall not use these documents for purposes unrelated to this Contract without the prior written consent of the Employer.

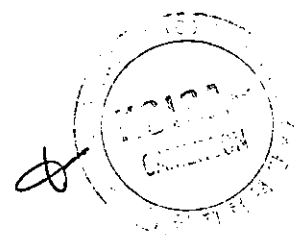
9. Use of Patent

The Consultant shall be solely responsible for the use of the patent or other intellectual property rights of a third party in performing the Consultant Services; *provided, however*, that, the Employer, who has requested the execution or application of the Consultant Services without designating the method of performance thereof in the Agreement, may provide or arrange every kind of convenience, or expenses incurred therewith.

10. Undertaking of Non-Bribery and Integrity Obligation

The Consultant shall consent to observe the undertaking, in which the Consultant shall not, on the basis of mutual trust with the Employer, engage unfair trade practices including prior concerted quotations in the course of bidding and being awarded, conclusion and performance of the contract, nor provide KOICA's officers and employees, and competent government officials with unjust compensation including bribery, entertaining treat, etc., and further that, in case of breach of such undertaking, it will accept and observe sanctions including the early termination of the Agreement.

Next: Section 8: Contract Forms



Contract for International Consultant Services

THIS AGREEMENT is made and entered into on mm dd, 20yy (hereinafter referred to as the "Effective Date") by and between

The Employer

The Korea International Cooperation Agency (hereinafter referred to as the "Employer")

Address

Represented by its office:

The Consultant, an entity eligible for the Bidding, and has been announced as the Successful Bidder of the International Competitive Bidding held on mm dd, 20yy
Name of Company (hereinafter referred to as the "Consultant")

Address

WHEREAS, the Employer wishes to implement the below-mentioned project at X Country;

WHEREAS, the Consultant desires to provide Consultant Services and to arrange other necessary matters in X Country (hereinafter referred to as the "Project");

IT IS HEREBY AGREED based upon the principle of good faith and credit as follows:

The both parties have concluded this Agreement identified by

Contract ID:

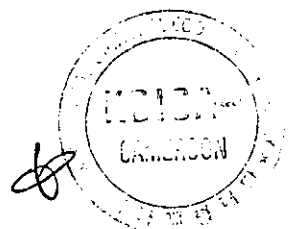
Contract No.: _____ Bidding No.:

Names of the Project and Host Country:

For the provision of the consultant services

Services:

Plan of Consultant Services: See <Attachment 1>



For the Contract Price of Words [Name of Currency] ([Symbol] Figures)

During the Contract Period from this day to mm dd, 20yy

In particular, the Consulting Period from this day to mm dd, 20yy

Deposit: (Type:)

Rate of Liquidated Damages for Delay: 0.125% of the Contract Price / day

Rate of Security Deposit for Defects: 3% of the Contract Price

Under the General Conditions and the Special Conditions, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their duly authorized representatives as of the day and year first written above.

The Employer: Korea International Cooperation Agency

Name

Title

The Consultant:

Name

Title



Annex 1: Contract Deposit

Contract Deposit (Performance Guarantee)

KNOW ALL MEN BY THESE PRESENTS, that

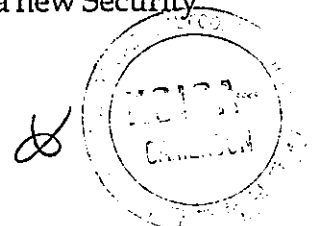
we, [Contractor], a company incorporated in and under the laws of [Country of Establishment] as Principal (hereinafter referred to as the "Contractor") and [Guarantor], a corporation organized under the laws of [Country of Establishment] and duly organized to transact business in [Country of Doing Business] as the Guarantor (hereinafter referred to as the "Guarantor") are held and firmly bound unto the Korea International Cooperation Agency with its headquarters in Seoul, Korea, as Obligee (hereinafter referred to as the "Employer" or "KOICA") in the amount of fifteen (15) percent of the Contract Price, i.e., [Words] US Dollars (US\$ [Figure]), as a Contract Deposit to ensure the conclusion or the early termination of the Contract for the payment whereof which sum, well and truly to be made, the Contractor and the Guarantor bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a written contract with the Employer dated mm dd, 20yy for the Project Works Contract being by reference made part hereof and hereinafter referred to as the "Agreement."

Now, therefore, for valuable consideration, the receipt whereof is hereby acknowledged by the Guarantor, the Guarantor hereby irrevocably undertakes to, whenever the Contractor fails to conclude the Agreement with the Employer or intends to terminate the Agreement for any reason, promptly pay the Employer, without any objection, opposition or recourse, the amount required by the Employer in accordance with its terms and conditions, up to a total not exceeding the amount of the Security.

The period of Contract Deposit all be from the Effective Date to no less than 60 days from the termination date.

When the Contract Period is extended, the Contractor shall submit a new Security based upon the extended Contract Period.



The Contract Deposit shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

The Contract Deposit furnished by the Contractor shall be discharged, released or returned to the Contractor without delay upon its request after this Agreement has been completely performed.

No right of action shall accrue on the Contract Deposit to or for the use of any person or corporation other than the Employer named herein or the administrators or successors of the Employer.

Signed on mm dd, 20yy

Contractor:

by [Signature]

Name:

Title:

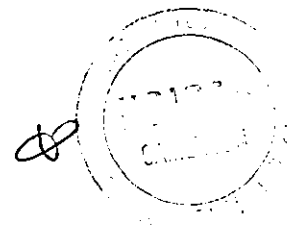
Guarantor:

by [Signature]

Name:

Title:

- * A different form of deposit is acceptable to KOICA only when it is substantially equivalent to the form and substance of the security established by KOICA herein.



Annex 2: Maintenance Security

Maintenance Security

KNOW ALL MEN BY THESE PRESENTS, that

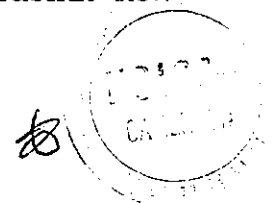
we, [Contractor], a company incorporated in and under the laws of [Country of Establishment] as Principal (hereinafter referred to as the "Contractor") and [Guarantor], a corporation organized under the laws of [Country of Establishment] and duly organized to transact business in [Country of Doing Business] as the Guarantor (hereinafter referred to as the "Guarantor") are held and firmly bound unto the Korea International Cooperation Agency with its headquarters in Seoul, Korea, as Obligee (hereinafter referred to as the "Employer" or "KOICA") in the amount of three (3) percent of the Contract Price, i.e., US [Words] Dollars (US\$ [Figure]), as Maintenance Security to ensure the maintenance and repair of the Goods, for the payment whereof which sum, well and truly to be made, the Contractor and the Guarantor bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a written contract with the Employer dated mm dd, 20yy for the Project Works Contract being by reference made part hereof and hereinafter referred to as the "Agreement."

Now, therefore, for valuable consideration, the receipt whereof is hereby acknowledged by the Guarantor, the Guarantor hereby irrevocably undertakes to, whenever the Contractor shall be declared by the Employer to be in default under the Agreement, without any objection, opposition or recourse, promptly pay the Employer the amount required by the Employer to remedy the default and complete the Agreement in accordance with its terms and conditions, any amount up to a total not exceeding the amount of the Security.

The period of Maintenance Security, from the delivery date to no less than 60 days from the closure of maintenance liability.

When the Contract Period is extended, the Contractor shall submit new Maintenance Security based upon the extended Contract Period.



The Maintenance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

The Maintenance Security furnished by the Contractor shall be discharged, released or returned to the Contractor without delay upon its request after this Agreement has been completely performed.

No right of action shall accrue on the Maintenance Security to or for the use of any person or corporation other than the Employer named herein or the administrators or successors of the Employer.

Signed on mm dd, 20yy

Contractor:

by [Signature]

Name:

Title:

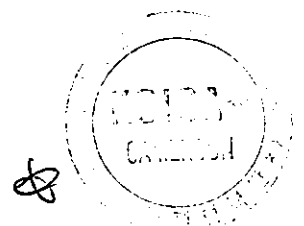
Guarantor:

by [Signature]

Name:

Title:

- * A different form of security is acceptable to KOICA only when it is substantially equivalent to the form and substance of the security established by KOICA herein.



Annex 3: Advance Payment Guarantee

Advance Payment Guarantee

Date mm dd, 20yy

TO The Korea International Cooperation Agency (the "Employer")
[Address]

RE. [Title of Contract for Advance Payment]

Gentlemen:

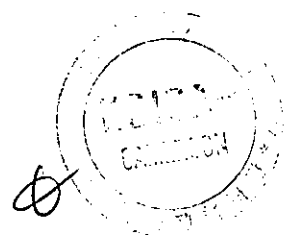
In accordance with GCC of the above-mentioned Contract (hereinafter referred to as the "Contract"), [Name and Address of the Contractor] (hereinafter referred to as the "Contractor") shall deposit with the Employer a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of [Word] (US\$ Figure) by the bank or financial institution as specified by the Employer.

We, the [Name of Guarantor], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to the Employer on its first demand without whatsoever right of objection on our part and, without its first claim to the Contractor, in the amount not exceeding [Word] (US\$ Figure).

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [Name of Guarantor] receives full repayment of the same amount from the Contractor or is in no need to do so.

Yours truly,

A circular stamp with the text "Korea International Cooperation Agency" around the perimeter and "Guarantor" in the center. A handwritten signature is written over the stamp.

Name
Title
Bank/Financial Institution
Address

- * A different form of security is acceptable to KOICA only when it is substantially equivalent to the form and substance of the security established by KOICA herein.

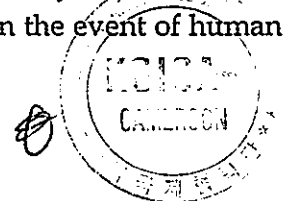
Next- Section 9-Pledges



Action Pledge to Integrate Human Rights into Business Management
of International Development Cooperation Projects

As a contracting party for the project carried out by the Korea International Cooperation Agency, the Company (or Organization) hereby pledges to implement the following practices in order to integrate human rights into its business management which places emphasis on human dignity and value in carrying out the international development cooperation projects of the Republic of Korea.

1. We will make every effort to establish a human rights management system pursuant to international human rights norms, including the strict observance of the Universal Declaration of Human Rights.
2. We will prohibit all forms of discrimination as set forth under pertinent statutes, including international human rights norms and the National Human Rights Commission of Korea Act.
3. We will protect the rights of the vulnerable, such as women, children, the disabled, youths, and refugees.
4. We will protect and promote the rights to work, safety, health, rest, etc. and prohibit inhuman or degrading treatment in order to create a favorable working environment.
5. We will protect personal information acquired during the course of our business.
6. We will respect and protect the rights to life, safety, property, etc. -of local residents, including indigenous peoples, who are affected by our business activities.
7. We will strive to comply with international/national environmental laws and standards, and promote environmental protection and sustainable use of natural resources.
8. We will engage in transactions with contractors in a transparent and fair manner premised upon our respect for human rights.
9. We will endeavor to identify negative impacts (risk) on human rights that may arise from our business activities, and enforce prompt and appropriate remedial measures in the event of human right violations.



10. Notwithstanding this Pledge, in the event where human rights are violated at any site of international development cooperation projects, we will fully cooperate with the Korea International Cooperation Agency, including on the inspection of the Action Pledge implementation status and on remedial measures.

2024. 00. 00.

Declarant: _____ (signature/seal)

CEO of _____ (company/organization)



To: KOICA

Declaration of Anti-Corruption in ODA Business Participation

(ODA 사업 참여 반부패 선언서)

☐ Contract name (계약명):

Employees and agents of our company declare the following in relation to their participation in the project contract.

당 사의 임직원과 대리인은 표제 사업 계약 참여와 관련하여 다음 사항을 선언합니다.

- The Following Conditions -

(다음 사항)

1. We will fully understand the "Act on Combating Bribery of Foreign Public Officials in International Business Transactions" (Law No. 15972, Dec. 18, 2018) and strictly adhere to the regulations regulated by the Act.

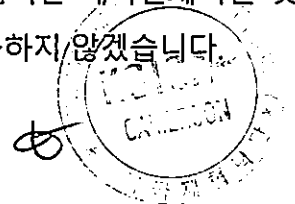
당 사는 「국제상거래에 있어서 외국공무원에 대한 뇌물방지법」(법률 제15972호, 2018.12.18.)의 내용을 충분히 숙지하고 동 법에서 규제하고 있는 사항을 정히 준수하겠습니다.

2. We have not been convicted of foreign bribery in any jurisdiction (within the last 5 years) and will not engage in such actions in the future.

당 사는 (최근 5년 이내) 어떠한 관할권에서도 해외 뇌물로 인한 유죄판결을 받은 전력이 없으며, 향후에도 이러한 행위를 하지 않겠습니다.

3. We will not allow employees to engage in unfair practices such as collusion, and will not provide bribes (money, lavish entertainment, etc. (including unfair employment for relatives and others)) to KOICA relevant employees and foreign government officials.

당 사는 회사 임·직원이 담합 등 불공정 행위를 하지 않도록 할 것이며, 한국국제협력단 계약관계직원 및 외국공무원에게 뇌물(금품·향응 등(친인척 등에 대한 부정한 취업 제공 포함))을 제공하지 않겠습니다.



4. We will have internal control regulations, a company code of ethics and a supervision system to implement integrity contracts and prevent corruption, and will work to enact policy that does not enact any penalties to Whistle blowers.

당 사는 청렴계약 이행 및 부패 방지를 위한 내부통제 장치, 회사윤리강령 및 감리 시스템을 갖추도록 하겠으며, 내부비리 제보자 등 공익신고자에 대해 일체의 불이익처분을 하지 않는 사규를 제정토록 노력하겠습니다.

5. We pledge that we shall carry out consultant contracts/procurement contracts/construction contracts with the utmost of good faith, and not engage in irresponsible misconduct such as nonfulfillment of a contract without proper reasoning or fraudulent claims.

당 사는 용역, 구매 및 공사 계약을 신의에 따라 성실하게 이행하며, 정당한 사유 없는 계약 미이행, 대금 부당 청구 등의 불성실한 계약 이행을 하지 않을 것임을 확약합니다.

6. In the event that our company engages in any activity falling under the malpractice category set out below, or is under sanctions imposed by KOICA, we declare not to raise any objections to KOICA's measures with regard to such activity, including the prohibition of participation in projects by KOICA for up to two years.

당 사는 다음에 해당하는 문제유발행위를 유발한 경우 또는 확약서에 기재된 내용이 거짓으로 판명되는 경우 KOICA가 2년 이내의 사업 참여 제한 등 조치를 취하더라도 어떠한 이의도 제기하지 않겠습니다.

- a. False Statements on Contract-related Documents 계약과 관련된 서류의 위·변조 또는 허위기재
- b. Negligent Operations 과실에 의한 하자 또는 보수 발생
- c. Improper Subcontracting 부정하도급
- d. Poor Survey and Design Services/Feasibility Studies 조사설계 및 타당성조사용역 부실
- e. Breach of Contract 계약위반
- f. Damage or Injury to the Public 공중 손해 사고
- g. Damage or Injury to a Person Involved in the Operations 업무 관계자 사고
- h. Bribery 뇌물공여
- i. Bid Rigging 담합
- j. Interference in Bidding and Contract Conclusion 입찰 및 계약체결 등 방해
- k. Wrongful or Dishonest Acts 부정 또는 불성실한 행위



7. We pledge to comply with relevant ILO (International Labor Organization) Standards and KOICA's Commitment to Human Rights Management in the process of contract execution.

당 사는 사업을 수행함에 있어서 국제노동기구(ILO)의 기준 및 KOICA의 인권경영실천서약을 준수할 것임을
확약합니다.

8. We pledge to uphold social values including job creation, equal opportunity with social integration,
cooperation for co-prosperity and ethical management, and to endeavor to realize those values in the process
of contract execution

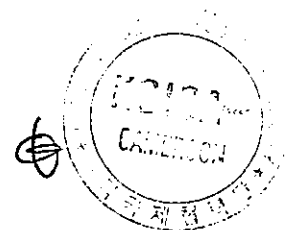
당 사는 사업을 수행함에 있어서 일자리 창출, 균등한 기회 및 사회통합, 상생협력, 반부패·청렴 및 윤리경영
등 다양한 사회적 가치를 존중하고 이를 구현하기 위해 노력할 것을 확약합니다.

DATE (날짜): 2023. 00. 00. (2023년 00월 00일)

Company name (회사명):

CEO or Representative (대표자):

Signature (인)



Fair Contract Pledge Letter

(공정계약 서약서)

The contract official (contract manager) pledges the following contents in accordance with the government's bidding and contract execution standards (Article 98-2 and 98-4) to ensure a transparent and fair contract in all contracts.

계약담당(집행)공무원(이에 준하는 담당자)은 모든 계약 체결에 있어 투명하고 공정한 계약이 될 수 있도록 「(계약예규)정부 입찰·계약 집행기준」 제98조의2 및 제98조의4에 따라 아래의 내용을 서약합니다.

Not make unfair requests for money, entertainment, employment, etc. to contract partners.

계약상대자에게 금품, 향응, 취업제공 등의 부당한 요구행위를 하지 않겠습니다.

Not engage in business and HR management with the contracting partner or intervening in the contents of the contract between the contracting partner and a third party.

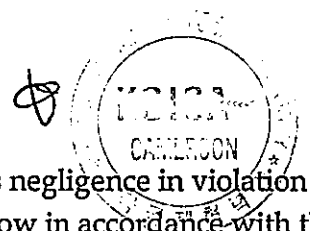
계약상대자에 대한 경영·인사 및 계약상대자와 제3자간 계약내용에 대한 개입행위 등을 하지 않겠습니다.

Not impose obligations that are not directly related to the contract or transfer the inherent burden of the ordering organization.

계약과 직접적인 관련이 없는 의무를 부과하거나 발주기관의 고유 부담을 전가하는 행위 등을 하지 않겠습니다.

In violation of other national contract laws and regulations, we will not unreasonably limit the rights of the counterparty or impose any obligations other than the contract.

기타 국가계약법령 및 계약예규를 위반하여 계약상대자의 권리를 부당하게 제한하거나 계약 외 의무를 부과하는 행위를 하지 않겠습니다.



In the event that an unfair contract is signed or executed intentionally or by gross negligence in violation of this, will be subject to sanctions or liability in each of the following each issue below in accordance with the government's bid and contract execution standards (Article 98-5).

이를 위반하여 고의 또는 중과실로 불공정한 계약을 체결·집행한 경우 「(계약예규)정부 입찰·계약 집행기준」 제98조의5에 따른 아래 각 호(또는 이에 준하는)의 제재 또는 책임을 지도록 하겠습니다.

Disciplinary action under Article 78 of the National Public Officials Act
국가공무원법 제78조에 따른 징계

Liability for compensation pursuant to Article 4 of the Act on Liability of Accounting Employees, etc.
회계관계 직원 등의 책임에 관한 법률 제4조에 따른 변상책임

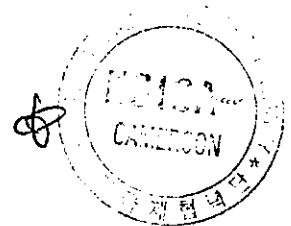
2024. 00. 00.

Swearer
(Contract manager)

소속기관: KOICA
소속부서: XXX Office

직책(job position):

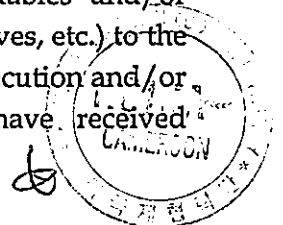
성명(name): (sign)



Integrity Pledge

In participating in any bids/contracts for construction, goods and/or services invited/ordered by KOICA, the Company/I (i.e., the representative director/agent), the undersigned, and its executives and/or employees, and its subcontractors and their executives and employees (including those who, either directly or indirectly, carry out business with the subcontractors), do hereby undertake the following pursuant to Article 5-2 (Integrity Agreement) of the *Act on Contracts to which the State is A Party*, with deep understanding that "corruption-free and transparent corporate management and fair administration" is the key to the development of society and national competitiveness, and in recognition of stricter enforcement of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and sanctions against corrupt companies and nations:

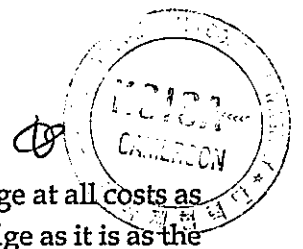
1. The Company/I will not engage in any unfair trade practices which unjustly impede free competition in bidding (contracting) through engaging in any collusion, arrangement, resolution, or agreement with other companies with the intent to maintain the bid price or award the bid to a certain person.
 - o If the Company/I violate(s) the foregoing, the Company/I will not raise any objection against the restriction on participating in bidding to the Company/me as the bidder who engages in unfair trade practices in accordance with the *Enforcement Decree of the Act on Contracts to which the State is A Party*, and if it is found that the Company/I has/have been engaging in unfair trade practices such as forming a cartel, the Company/I will not raise any objection to KOICA's complaint submitted to the Korea Fair Trade Commission (KFTC) and subsequent administrative fines imposed by KFTC.
2. The Company/I will not, directly or indirectly, offer any unfair profits such as money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives, employees, etc. in the procedures of bidding, winning a bid, contract execution and performing the terms of the contract (including after the construction completion).
 - o If it is found that the Company/I has/have been favored in bidding and consequently entered into the contract through provision of money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives and employees in connection with bidding, and execution and/or performance of the contract in breach of the above, or to have



accommodation and, as a result, poorly carried out construction or manufacture during the procedures of performance of a contract, the Company/I will receive the restriction on bid participation as the bidder who engages in unfair trade practices in accordance with the *Enforcement Decree of the Act on Contracts to which the State is A Party*.

- If it is found that the Company/I has/have provided money and valuables and/or entertainment, etc.(including illegal offering of a job position to relatives, etc.) to the related executives and employees for the purpose of making the bidding and contract terms favorable to the bidder and/or bid-winner (i.e., the contractor) or making the performance of the contract be of bad quality, the Company/I will receive the restriction on bid participation as the bidder who engages in unfair trade practices in accordance with the *Enforcement Decree of the Act on Contracts to which the State is A Party*.
 - If it is found that the Company/I has/have provided money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives and employees in connection with bidding, and execution and/or performance of the contract, the Company/I will receive the restriction on bid participation as the bidder who engages in unfair trade practices in accordance with the *Enforcement Decree of the Act on Contracts to which the State is A Party*.
3. If it is found that the Company/I has/have provided money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives and employees in connection with bidding, winning a bid, and execution and/or performance of the contract, the Company/I will accept the cancellation of the decision to designate the successful bidder (if it is before execution of the contract), the cancellation of the contract (if it is before performance of the contract), and the termination/rescission of the contract in whole or in part (including compensation for any damages caused thereby) (if it is after the performance of the contract), and will not raise any objection, whether civil or criminal.
4. If the Company/I violate(s) Paragraph (1) 2 (Matters Related to the Prohibition of any Acts Impeding Fair Competition Such as Engaging in Prior Consultation Regarding the Bidding Price or Forming a Cartel for Awarding Bid to Certain Person) of Article 4-2 (Terms and Conditions of Integrity Agreement and Execution Procedure) of the *Enforcement Decree of the Act on Contracts to which the State is A Party*, it/I will pay for damages as follows:
- Bidder: 5/100 of the bidding price; and
 - The Other Party to the Contract: 10/100 of the contract price

The Company/I hereby will undertake to comply with this Integrity Pledge at all costs as a pledge based on mutual trust; to perform the substance of this Integrity Pledge as it is as the special terms and conditions of the contract upon being selected as the winner (contractor);



not to file any claim for damages against KOICA with respect to any measures taken by KOICA including restriction on bidding participation and/or termination of the contract; and not to raise any objection against KOICA, whether civil or criminal, with respect to any bidding from which the Company is excluded.

[date]

Pledger: (Company Name) (Name) Representative (seal)

To the President of Korea International Cooperation Agency

