

ZIP Code: N/A

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

Website: [https://www.koica.go.kr/sites/cmr\\_en/index.do](https://www.koica.go.kr/sites/cmr_en/index.do)

Telephone: +237 2 22 20 71 44

**Construction works for the project for 'Enhancing awareness  
and capacity building for public service transformation  
in Cameroon'**

**Bid Document**

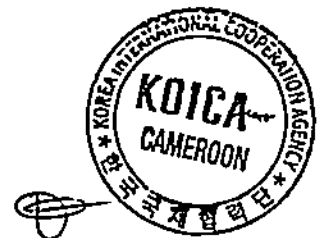
- Invitation No.: L2025-0004(Cameroon) / L2025-00032-1(HQ)
- Bid Title: Construction works for 'Enhancing awareness and capacity building for public service transformation in Cameroon' project
- Employer: KOICA Cameroon Office
- Deadline: 7th June, 2025 (Mon)

The Bidders shall prepare for the application after reading and fully understanding the content and conditions of this document. For more information about this bid, please contact the person in charge stated below.

○ Inquiries

- About bid procedures: [cameroon@koica.go.kr](mailto:cameroon@koica.go.kr)
- About the project: [cameroon@koica.go.kr](mailto:cameroon@koica.go.kr) / CC : [wonchul.kim@junglim.com](mailto:wonchul.kim@junglim.com)

**KOICA Cameroon Office**



This Bid Document comprises the following documents.

The Bidders shall be responsible for any missteps and incidences that may occur owing to their failure to fully understand the requirements and conditions specified in this Bid Document.

The rules and guidelines are available on the KOICA Cameroon office website.  
([https://www.koica.go.kr/sites/cmr\\_en/index.do](https://www.koica.go.kr/sites/cmr_en/index.do))

## 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 – Bill of Quantities

Section 5 – Drawings

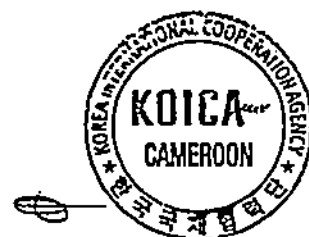
Section 6 – Scope of works

## PART III Conditions of Contract and Contract Forms

Section 7 – General Conditions of Contract

Section 8 – Special Conditions of Contract  
(KOICA Safety Management Manual)

Section 9 – Contract Forms



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



[Section 2] Bid Date Sheet (BDS)

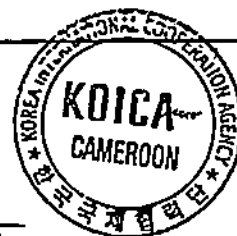
## Bid Data Sheet

The KOICA (Korea International Cooperation Agency) Cameroon Office kindly requests the submission of your offer for Construction works for 'Enhancing awareness and capacity building for public service transformation in Cameroon' project.

Date:	28th May, 2025
Employer:	KOICA Cameroon Office

< Notice >

- ◆ The Bidders certify that they will keep conditions of the Integrity Pledge in the course of making or accepting this bid or signing or performing the contract (and even after the completion of the relevant project or the delivery of goods). The Bidders shall submit the Integrity Pledge signed by the Bidders when the Bidders submits a written bid.
- ◆ The Bidders must not engage in any unfair trade practices, including (without limitation) colluding on the bid price or helping a specific Bidder win the bid. Where such unfair trade practices are found during the procedures, the Bidders shall report them immediately to the KOICA Cameroon Office. (kimsc@koica.go.kr)
- ◆ If any employee of KOICA requests a gift, a food item or a favor unrelated to the work specified in this bid, the Bidders must decline such a request and make a report to the KOICA Audit Office. (clean@koica.go.kr)



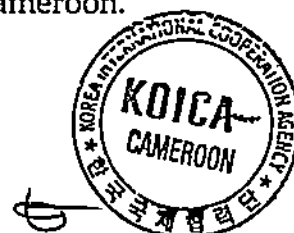
## A. Brief of Bidding

. Invitation No.	L2025-0004(Cameroon)	L2025-00032-1(HQ)
. Bid Title	Construction works for 'Enhancing awareness and capacity building for public service transformation in Cameroon' project	
. Summary of Construction	New Construction of buildings for 4 locations 1. ISMP 2. MINFOPRA 3. ENAM 4. SUP'PTIC	
- Location	ISMP(WHVM+854, Soa) MINFOPRA(VG86+RVP, N3, Yaoundé) ENAM(VF2X+FJ, Yaoundé) SUP'PTIC (VF2X+FJ2, Yaoundé)	
- Programme	Education and research facilities	
- Site area	-	
- Building area	-	
- Gross floor area	Appx. 2,125m <sup>2</sup>	
- Building scope	- ISMP (620m <sup>2</sup> , 3F) – Lecture Hall - MINFOPRA (325m <sup>2</sup> , 3F) – Exhibition Hall - ENAM (620m <sup>2</sup> , 3F) - Lecture Hall - SUP'PTIC (560m <sup>2</sup> , 2F) – Lecture Hall	
- Structure	Reinforced Concrete Structure	
- Scheduled Construction Period	390 days after commencement date	
. Duration	Until 420 days from the date of signing the contract (Shall commence 30 days from the date of signing the contract)	
. Project Budget	USD 2,414,508 (Be Exclusive of VAT and other applicable indirect taxes)	
. Projected Estimated Price	USD 2,354,145	

- Name of Currency: United States Dollar (USD)
- KOICA has no responsibility in any matters in regards to taxes, including VAT. Tax collection and refund will be managed by the relevant laws and regulations in place in Ministry of Public Service and Administrative Reforms in Cameroon.

## B. Bid Type, Selection of the Successful Bidders

1. Bid Type: International Bidding, Open Competitive Bidding



## 2. Selection of the Successful Bidders: Post-qualification

- Based upon bid prices which shall be below the Estimated Price, but above the floor price of 86.745% of the Estimated Price, the Qualification Examination will be conducted.
- Selection as successful bidder is determined, when the overall grade is higher than 95 points (the passing grade).
- Qualification examination will be conducted in accordance with the 'Standards of Qualification Examination for Selection of Constructor' (25<sup>th</sup> Feb, 2025).

## C. Bidders' Qualifications

The Bidders must:

1. Have submitted a bid application on or before the Application Submission Deadline.
2. Must be a legally registered company.
  - ① Business registration certificate
  - ② Articles of Incorporation
3. Have a valid registration to perform construction works in Cameroon.
  - ① Tax payment confirmation and Certificate of liabilities
  - ② Attestation of non-bankruptcy
  - ③ Certificate of qualification for public bidding participation
  - ④ Certificate of categorization(Attestation de catégorisation)
    - Category B or higher in the Bâtiment et Travaux Publics(BTP) sector by Ministry of Public Contracts(MINMAP)
4. (Past performance)
  - Must have completed at least one (1) similar project valued at not less than USD 900,000 in the past ten years (28<sup>th</sup> May, 2016. ~ 27<sup>th</sup> May, 2025).
    - \* Similar Project is Education and research facilities(School, educational institution, training facility, lecture hall)
5. Anyone who have records of sanctions and penalties imposed by an international organization or the government of Cameroon is ineligible to apply.
  - If the Bidders is on any of the international organization ineligibility lists
  - If no such lists or documents are available, the Bidders shall submit a pledge that they have never been sanctioned or penalized by an international organization or the government of Cameroon. Where the pledge is found to be false, the Employer shall reserve rights to terminate the contract at any time.



6. (If the Bidders is a citizen or a corporation incorporated in Korea) In accordance with the 'National Contract Act', 'Local Contract Act', or 'Act on the Operation of Public Institutions' of the Republic of Korea, a person who is a fraudulent business entity who has been restricted from participating in bidding and is in the disposition period, cannot participate in the bidding.

- Korea ON-Line E-Procurement System

7. According to domestic and foreign laws and regulations, anyone convicted of a bribery-related crime cannot participate in the bidding.

- Declaration of Anti-corruption(refer Section 9. Pledges)

8. The Bidders will not offer or receive money, goods, entertainment, or any other benefit directly or indirectly in the course of making or accepting a bid or signing or performing a contract (and even after the completion of the relevant project or the delivery of goods).

- Integrity Pledge(refer Section 9. Pledges)

※ Whenever required by the Employer, the Bidders shall be able to present their eligibility in manners that are satisfactory to the Employer.

**D. Joint Venture (JV) is NOT allowed**

#### **E. Bidding Schedule**

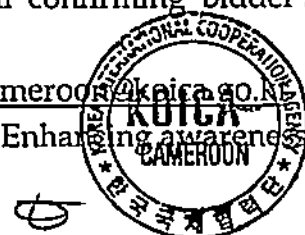
Schedule	Time and Date	Place
Bid Announcement	28 <sup>th</sup> May, 2025(Wed)	-
Application for bidding	Until 6 <sup>th</sup> June, 2025(Fri) 16:00	-
Pre-Bid meeting	10 <sup>th</sup> June, 2025(Tue) 10:00	KOICA Cameroon Office
Submission Deadline	Until 7 <sup>th</sup> July, 2025(Mon) 10:00	KOICA Cameroon Office
Bid Opening Date	7 <sup>th</sup> July, 2025(Mon) 11:00	KOICA Cameroon Office
Bid Evaluation (Planned)	7 <sup>th</sup> July, 2025(Mon) ~ 10 <sup>th</sup> July, 2025(Thu)	

※ The above bidding schedule is subject to change depending on Cameroon conditions.

#### **1. Application for bidding**

o The Bidders are requested to send Employer an email confirming bidder's interest at [cameroon@koica.go.kr](mailto:cameroon@koica.go.kr).

- submit bidder's application electronically to Employer: [cameroon@koica.go.kr](mailto:cameroon@koica.go.kr) with the subject line "Construction works for the project for 'Enhancing awareness



and capacity building for public service transformation in Cameroon”

- Time and Date: Until 6<sup>th</sup> June, 2025 16:00
- Place: [cameroon@koica.go.kr](mailto:cameroon@koica.go.kr)
- Documents
  - a duly completed bid application form (in the prescribed form)
  - ① Business registration certificate
  - ② Articles of Incorporation

## 2. Pre-Bid meeting

: The participation in the pre-bid meeting is not a requirement, but recommended.

- Time and Date: 10<sup>th</sup> June, 2025(Tue) 10:00
- Place: KOICA Cameroon Office
- Site Visit
  - To understand the current site situations and check for discrepancies and omissions on drawings
  - Employer will organize a site visit.
  - If deemed necessary and appropriate, the Bidders may arrange a visit to the site at their own costs in consultation with the Employer.

## 3. Inquires

- Any inquires about this bid, must be sent in writing. Inquiries through other means will not be accepted.
  - E-mail address: [cameroon@koica.go.kr](mailto:cameroon@koica.go.kr) and CC to [wonchul.kim@junglim.com](mailto:wonchul.kim@junglim.com)
- Inquiry duration : 10<sup>th</sup> June, 2025(Tue) ~ 13<sup>th</sup> June, 2025(Fri) 16:00
- Responses to the inquires will be posted on the website on (Planned) 18<sup>th</sup> April, 2025

## 4. Bid security

- The Bidders shall submit the bid security in any of the following forms;
  - an unconditional bank guarantee (in the prescribed form);
  - an irrevocable letter or credit; or
  - a cashier's or certified check;
- All bids must be accompanied by a bid security of not less than five (5%) of the Total Bid Price.
- The bid security must be valid from the Bid submission date to at least 30 days after the Bid Submission Deadline.





- If the successful Bidder fails to sign the Contract, the bid security may be forfeited or the Bid Securing Declaration executed.

## 5. Submission of bid

- All documents should be submitted to the designated place in person.
- Submission deadline (Time, date): 7th June, 2025(Mon) 10:00
- Submission place (Address): KOICA Cameroon Office  
(P.O. Box 35415, Yaoundé, Cameroon)
- Person in charge: Mme. Sangeun Lee, Dr. Emmanuel Bekolo Ebolo
- Telephone: +237 222 20 71 44 / cameroon@koica.go.kr

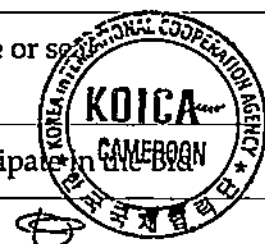
### 5.1. Submission of bid price (in a separate sealed envelope): Lump Sum Price

- The bidders shall present a bid price using the prescribed form and sign it before submission.
- Only the successful bidder shall provide the priced Bill of Quantities along with the commencement report.
- Safety Management Costs
  - At least 0.5% of total construction cost minus provisional sums.
  - The actual spending of safety Management Costs must be settled afterwards.
- Provisional Sums
  - 3% of total construction costs.
  - Provisional sums may be used, in whole or in part, only under the instructions of Employer.

### 5.2. Submission of documents

- Each one (1) copy of the written evidence listed below.
  - Each document must be provided in its original form or if a copy is provided, the copy must be confirmed to be a true and accurate copy of the original document and must be signed or affix its registered seal.

Documents for Submission
(a) bidder's information sheet (in the prescribed form / Section 3 - Annex 2)
(b) bid security (in the prescribed form / Section 3 - Annex 9)
(c) documents evidencing the authenticity of the applicant's signature or seal or power of attorney
(d) one set of documents evidencing the applicant's eligibility to participate in the Bidding



<ul style="list-style-type: none"> <li>- written confirmation authorizing the signatory of the Bid to commit the Bidder</li> <li>- Business registration certificate</li> <li>- Articles of Incorporation</li> <li>- Tax payment confirmation and Certificate of liabilities</li> <li>- Attestation of non-bankruptcy</li> <li>- Certificate of qualification for public bidding participation</li> <li>- Certificate of categorization (Attestation de catégorisation)</li> <li>- Certificate of completion of one (1) similar project of not less than USD 900,000 in the past ten years (2016-2025)</li> </ul>
<p>(e) Declaration of Anti-corruption in ODA Business Participation (in the prescribed form / Section 3 - Annex 7)</p> <p>The Bidder is on any of the international organization ineligibility lists or pledge (in the prescribed form / Section 3 - Annex 6)</p>
<p>(f) Integrity Pledge (in the prescribed form / Section 3-Annex 8 )</p>
<p>(g) materials of qualification examination (in the prescribed form / Section 3 - Annex 4, 5)</p> <ul style="list-style-type: none"> <li>- Annex 1-A-1.Construction experiences-Documents</li> <li>- Annex 1-A-2.Finances-Documents</li> </ul> <p>※ Evaluation and Qualification Criteria duly completed and signed and in accordance with Annex 1</p>
<p>(h) any other documents specified in the Bid Data Sheet.</p> <p>- Self-checklist of Bid submission</p>
<p>(i) sealed bid price duly completed and signed (in the prescribed form / Section 3-Annex 3)</p>

## 6. Estimated Price (Decision of Estimated price)

- KOICA will prepare fifteen sealed envelops of different number of Estimated Price.
- Each number (figure) in the envelopes is randomly decided within the range of  $\pm 2.5\%$  of the projected Estimated Price.
- Bidders will choose four envelopes. The average of chosen numbers will be the final Estimated Price.
- The final Estimated Price should not exceed Project Budget.

## 7. Bid Opening



- Time, date of opening: 7<sup>th</sup> June, 2025(Mon) 11:00
- Place of Opening (Address): KOICA Cameroon Office(P.O. Box 35415, Yaoundé, Cameroon)
- ※ Such bid opening may be attended by Bidders or their representatives.

## 8. Evaluation Criteria

The evaluation method will be as specified in Annex 1 (Evaluation Criteria)

## F. Nullification of Bids

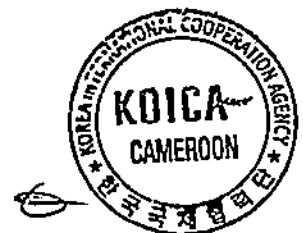
In accordance with the Article 20 of KOICA Instructions to Bidders and the Article 20 of KOICA Regulations for International Procurement, this bid may be nullified.

## G. Other Matters

- The bidders shall adhere to all the requirements of this Bid Document, including any amendments made in writing by Employer. (This Bid Document is in accordance with the KOICA Laws on Contracts and Procurement.)
- Regardless of the bid result Employer shall not be responsible for any costs spent by the bidders to prepare for this bid.
- Quotations shall be done in United States Dollar (USD).
- The bidder shall submit only one Bid.
- The language of the bid is English. If the Korean version is different from the English version, the English version shall take precedence.
- Please check the KOICA Cameroon Office website. This will enable you to receive amendments or updates to this bid.

Annex 1: Evaluation Criteria

Annex 2: Contract Data



## Annex 1: Evaluation Criteria

### Evaluation Criteria

(주정가액 50억원 미만 10억원 이상인 공사의 평가기준)

#### A. Technical Ability Evaluation (30)

##### 1. Construction Experience (15)

Construction Experience	Distribution (Score)	Remarks
(a) Records of performance of the similar projects as the project concerned in the past ten years (28 <sup>th</sup> May, 2016 ~ 27 <sup>th</sup> May, 2025)	<p>(Total amount of records of performance of the similar projects as the project concerned in the past ten years / Evaluation Base Price) × 100</p> <p>* scored on a percentage basis and given the corresponding Grade</p> <p>A: above 75%: 15.0</p> <p>B: above 65%: 13.7</p> <p>C: above 55%: 12.4</p> <p>D: above 45%: 11.0</p> <p>E: above 30%: 9.7</p> <p>F: under 30%: 8.2</p>	<p>- Evaluation Base Price: USD 2,400,000</p> <p>- Each project must have performed similar projects of not less than USD 900,000</p> <p>- similar project: Education and research facilities(School, educational institution, training facility, lecture hall)</p>

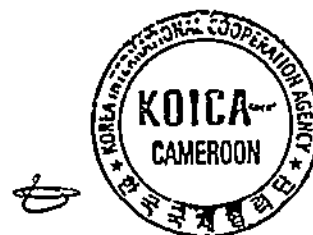
#### ※ Conversion to US Dollars

: The rates of exchange shall be the selling rates on the bid announcement date published by the local central bank.

#### ※ Documents (Section 3 - Annex 4)

List and value of contracts for the last ten years of the similar projects plus client's contract details (name and email address) who may be contacted for further information on those contracts.

- A copy of the contract (with the contract amount) and a certificate of completion (to verify completion)



## 2. Finances (15)

Item	Distribution	Grade	Score
A) Financial Capacity of the Company Baseline: <u>USD 2,400,000</u>	7	A: above 100%	7.0
		B: $75\% \leq X < 100\%$	6.2
		C: $50\% \leq X < 75\%$	5.4
		D: $40\% \leq X < 50\%$	4.6
		E: under 40%	3.8
B) Annual Construction Turnover Baseline: <u>USD 1,200,000</u>	7	A: above 200%	7.0
		B: $150\% \leq Y < 200\%$	6.2
		C: $100\% \leq Y < 150\%$	5.4
		D: $80\% \leq Y < 100\%$	4.6
		E: under 80%	3.8
C) Business Period	1	Over 3 years	1.0
		1 year ~ 3 years	0.9
		Under 1 year	0.8
<b>Total</b>	<b>15</b>		

### ※ Documents (Section 3 - Annex 5)

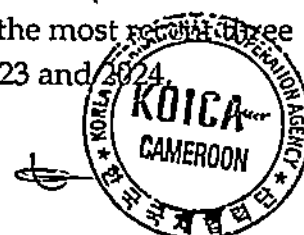
#### A) Financial resources of the Company

- Letter of comfort from an accredited commercial bank, issued within the second quarter of 2025, declaring that the construction contractor has access to financial resources.

- 1) Clearly specify line of credit available for the project.
- 2) Clearly indicate whether overdrafts exceeding the specified amount for the project are available

#### B) Average annual construction turnover

- The Bidders shall submit copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the most recent three financial years as of the date of the bid announcement 2022, 2023 and 2024, complying with the following conditions:



- 1) Must reflect the finances of the Bidder, and not sister or parent companies.
- 2) Past financial statements must be audited by a certified public accountant.
- 3) Past financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

**C) Business Period**

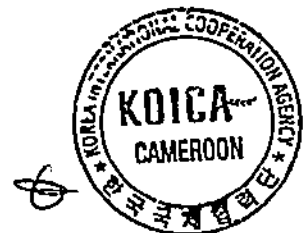
The business operation period shall be assessed based on the duration from the date of \*acquisition or registration of the construction business license held by the construction company as of the bid evaluation date to the bid evaluation date (7<sup>th</sup> July, 2025). So, the bidders shall submit relevant documents to assess the business period.

\* The date of acquisition or registration of the construction license shall be the date on which the bidder obtained or registered for at least a Category B grade for public procurement projects designated by the Ministry of Public Procurement of Cameroon.

**B. Price Evaluation (70)**

$$70 - 4 \times | (88/100 - \text{Bidding Price/Estimated Price}) \times 100 | = \text{Bid Score}$$

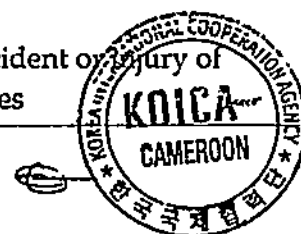
- o | |: Absolute value
- o If, value of "Bidding Price/Estimated Price" has decimal points, it is rounded to the fifth decimal place.
- o If the bidder's Bidding Price is 89.25% or above of the Estimated Price, the bidder will get 65 score for the price evaluation. (Only for the bidders whose Bidding Price is lower than the Estimated Price)
- o Minimum Score is 2.0



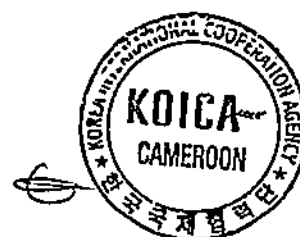
## Annex 2: Contract Data

### Contract Data

Employer's name and address	name: address:
Engineer's name and address	name: JUNGLIM CM Architecture Ltd. address: 15, Yeongjung-ro, Yeongdeungpo-gu, Seoul, 07305, Korea
Contract period	420 days after the contract signed (Commencement within 30 days after the contract signed)
Time for Completion	390 days after the effective date
Defect Notification Period (DNP)	2 years since the issuance date of the certificate of completion
Governing Law	Cameroon
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.
Delay damages for the Works	0.05% of the final Contract Price per day, in the currencies in which the Contract Price is payable.
Maximum amount of delay damages	30% of the final Contract Price.
Provisional Sums	3%
Adjustments for changes in Cost	not applicable
Total advance payment	20% of the Accepted Contract Amount payable in the currencies in which the Accepted Contract Amount is payable. (shall be adjustable)
Percentage of Retention	3%
insurance required for the Works	
other insurances required by Laws and by local practices (give details)	(Mandatory) 1. Insurance against accident or injury of workmen and employees

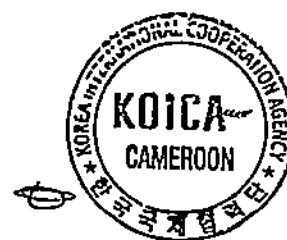


	<p>2. Insurance of the equipment (Recommended)</p> <p>1. Third party Insurance-property and persons 2. Insurance of the permanent and temporary works to include materials and plant to values specified in the contract.</p>
International arbitration	<p>International arbitration shall be:</p> <p>(i) Administered 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)



## INSTRUCTIONS TO BIDDERS (CONSTRUCTION WORKS)

### Article 1 Purpose

These Instructions to Bidders (the "ITB") set out the matters by which a Bidder participating in an International Tender or Local Tender (collectively, the "Tenders") for construction works conducted by KOICA must abide.

### Article 2 Definitions

Unless otherwise provided herein, the terms used in the ITB shall have the meanings given to them in the KOICA Regulations for International Procurement (the "Regulations") and the General Conditions of International Construction works Contract.

### Article 3 Registration as a KOICA Partner

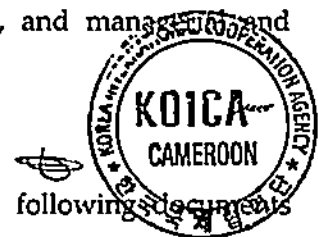
- (1) Anyone wishing to participate in an International Tender must register as a partner of KOICA. Registration may be via KOICA's Data Processing Unit or by downloading the partner registration form (English version) from KOICA's Data Processing Unit, filling it in and then submitting the same in person (at KOICA's HQ), by post or electronically.
- (2) Anyone wishing to participate in a Local Tender must fill in the partner registration form and then submit the same in person (at the relevant KOICA's Overseas Office), by post or electronically. In the case of Local Tenders only, the partner registration process hereunder may be substituted by the submission of the Bid Proposal pursuant to Article 14 hereto.

### Article 4 Eligibility to Participate in the Tender

- (1) Any entity intending to participate in a Tender must satisfy the eligibility requirements set out in the relevant Bid Data Sheet (the "BDS") (as defined below).
- (2) In deciding the eligibility requirements for the Bidders in a competitive bidding process, KOICA may, if necessary and depending on the type and size of the contract for which the Tender is being conducted (the "Relevant Contract"), refer to the same or similar contracts previously executed by such bid applicant, the performance results thereof, availability of technical personnel, manufacturing capacity, and management and financial status thereunder.

### Article 5 Application to Participate in the Tender

- (1) Any entity intending to participate in a Tender must submit the following documents



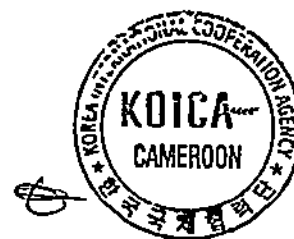
to the Employer by no later than the submission due date stated in the BDS (as defined below) (the "Application Submission Date"):

1. a duly completed bid application form (in the prescribed form);
  2. one set of documents evidencing the applicant's eligibility to participate in the Tender;
  3. documents evidencing the authenticity of the applicant's signature or seal (for a Korean applicant, this will be a certificate of registered seal and certificate of use; for a non-Korean applicant, this may be a notarized or legalized specimen signature form containing the name, specimen signature and title of the applicant (or the applicant's authorised signatory if a corporation) or equivalent documents); and
  4. any other documents specified in the BDS or required by a separate notice.
- (2) Each document provided under paragraph (1)(b) above must be provided in its original form or if a copy is provided, the copy must be confirmed to be a true and accurate copy of the original document and must be signed or affix its registered seal.
- (3) The documents, including the bid application form, submitted under paragraph (1) above cannot be amended except to correct matters such as typographical errors.
- (4) If a representative is designated for submitting the bid application, such representative may participate in the Tender. If a bidding representative is designated or replaced after submission of the bid application but prior to the opening of bids, the designated representative may participate in the Tender.
- (5) Where some or all of the documents specified in paragraph (1) above have been provided to the Employer before the Application Submission Date (the "Pre-qualification Screening"), such relevant documents may be deemed submitted for the purposes of the application to participate in the Tender under paragraph (1). In this case, the applicant must submit a list specifying those relevant documents that have already been submitted to the Employer.

#### Article 6 Bid Documents

(1) All prospective Bidders shall have access to the following documents (collectively, the "Bid Documents"):

1. the BDS;
2. the ITB;
3. a bid application form (in the prescribed form);
4. the Bid Proposal (in the prescribed form);
5. contract forms (in the standard form);
6. bill of quantities, drawings, and specification;
7. general conditions of contract;
8. special conditions of contract;
9. bid security (in the prescribed form); and



10. any other documents that state matters relevant to the Tender.

- (2) The Employer may request that the prospective Bidder submitting the Bid Documents listed in paragraph (1) above provide a bid security for the amount set forth in the BDS or notice of tender. The relevant prospective Bidder must comply with such request.

#### Article 7 Knowledge of Applicable Laws and Regulations

- (1) Prior to application, any prospective Bidder must be fully knowledgeable of all laws and regulations applicable to the Tender and each of the Bid Documents specified in Article 6(1) above.
- (2) Any prospective Bidder may request the Employer to clarify any mistakes or errors (including matters missing) in any of the Bid Documents that it may have discovered during its review thereof until the day before the Bid Proposal submission deadline (the "Bid Proposal Deadline").

#### Article 8 Bid Consortium

- (1) Joint contracts may be permitted as long as the scope of works to be rendered by the consortium's representative (the "Representative Member") is at least 50% of the whole of the works to be rendered by that consortium.
- (2) If joint contracts are permitted and parties wish to form a consortium to participate in the Tender, each consortium member must submit to the Employer (a) all of the Bid Documents listed in Article 6(1) above; and (b) an executed (by way of a seal or signature) joint supply agreement.
- (3) The BDS or the notice of tender shall state whether joint contracts are permitted and if so, shall specify the scope of such joint contracts.
- (4) A party cannot be a member of multiple consortia participating in the same Tender.
- (5) Where the relevant works are not subject to a pre-screening process, the relevant joint supply agreement must be executed by the consortium members and submitted to the Employer by the Bid Proposal Deadline. Where the relevant works are subject to a pre-screening process, the relevant joint supply agreement must be executed by the consortium members, attached to the pre-screening application and submitted to the Employer.
- (6) Where the Tender involves a pre-screening process, the composition of the consortium must be the same as was stated in the joint supply agreement that was submitted with the pre-screening application.
- (7) The consortium's eligibility to participate in the Tender shall be assessed on the Representative Member and where such Representative Member is found to be ineligible to participate in the Tender (for reasons of bankruptcy or other reasons



giving rise to disqualification) the consortium as a whole shall not be permitted to participate in the Tender.

- (8) If any person participates in a Tender in violation of paragraphs (1) through (4) above, the Bid Proposal submitted by such person shall be eligible for nullification under Article 20 hereto.

#### Article 9 Criteria for Pre-qualification Screening

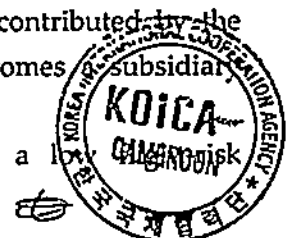
Where the BDS states that the Tender is to be subject to a pre-qualification screening process, such pre-qualification screening process shall be conducted in accordance with the KOICA's Criteria for Pre-qualification Screening.

#### Article 10 Bid Security

- (1) Any prospective Bidder must submit by the Bid Proposal Deadline (if the submission deadline falls on a public holiday in the country in which the Tender is to be conducted, then by the immediately preceding business day) a cash bid deposit amounting to at least five per cent (5%) of the bid price or a bid guarantee issued by a financial institution (e.g. a bank or an insurance company) which has received a credit rating of A or higher from an internationally recognized credit rating agency or which is pre-approved by KOICA.
- (2) If the selected Bidder fails to enter into the Relevant Contract within the prescribed period, the bid deposit or the bid guarantee that was submitted by such selected Bidder shall vest in KOICA.
- (3) The bid deposits or bid guarantees submitted by unsuccessful Bidders shall be returned to them as soon as the successful Bidder is selected. The bid deposit or bid guarantee of the successful Bidder shall be returned to immediately following execution (by such successful Bidder) of the Relevant Contract.
- (4) The bid guarantee provided in accordance with sub-paragraph (1) above must be valid for a period beginning on a date that is before the Bid Proposal submission date and ending on a date that is at least 30 days after the Bid Proposal Deadline.

#### Article 11 Exemptions from Providing a Bid Security

- (1) The following applicants (each an "Exempted Applicant") shall be exempt from providing a bid deposit or bid guarantee under Article 10 above:
  1. governmental agencies and local municipalities of the Republic of Korea;
  2. public institutions established under the laws of the Republic of Korea;
  3. foreign corporations, 50% or more of whose net worth has been contributed by the government (including where such foreign corporation legally becomes a subsidiary of a governmental entity); and
  4. a prospective bidder whom KOICA reasonably assesses to be a low risk



based on track records for performing contracts with KOICA during the immediately preceding two (2)-year period.

- (2) An Exempted Applicant must submit to KOICA a written undertaking to pay the applicable penalty. The undertaking may be deemed (at the sole discretion of KOICA) to be the same as a bid application that promises payment of a bid deposit.

## Article 12 Participation in the Tender

- (1) Any person wishing to participate in a Tender must:
  1. have submitted a bid application on or before the Application Submission Deadline; and
  2. have completed a partner registration, where the Tender is subject to a partner registration is stated to be required in the BDS and/or the Bid Documents.
- (1) When participating in the Tender, the Bidder (including any designated representative) must have in its/his possession his identification card and the same seal that was affixed to the bid application.
- (2) A person who has been restricted in accordance with Korean law and KOICA's internal regulations, from participating in a Tender for impropriety trading cannot be designated as a representative under paragraph (2) above.
- (3) In case of joint venture or consortium, the Bidder who submits the bid application shall act as the representative of such joint venture or consortium. The members thereof shall delegate all authority to the representative in connection with the Tender.
- (5) The Employer may issue instructions to the Bidders to ensure that order is maintained and shall have the authority to expel the Bidder from the Tender process or nullify a bid where such Bidder fails to abide by such instructions.

## Article 13 Preparation of the Bid Proposal

- (1) The Bid Proposal must be prepared in accordance with the guidance provided in the Bid Documents and in the prescribed form. The bid price must be stated as a lump sum where the Tender is for a lump sum Project and as a unit price and the total price where the Tender is for a Project based on tender breakdown.
- (2) In the case of the Tender for a total unit price Project, the bill of quantities distributed pursuant to the provisions of Article 6 shall include the calculation statement stating the unit price, and the Bid Proposal indicating the total bid price shall be submitted.
- (3) The Bid Proposal must be signed by the same person that signed the bid application. The signature must be accompanied by the signatory's full name. Where the Bidder is a corporation, the company's full name and the representative director's signature must be provided on the Bid Proposal. Where the bid application was executed by way of seal, the same seal must be affixed to the Bid Proposal.
- (4) If any deletions or corrections are to be made on the Bid Proposal (in the case of the



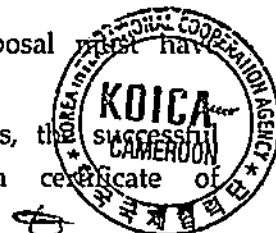
Project based on the tender breakdown, the bill of quantities distributed pursuant to the provisions of Article 6 shall include the calculation statement stating the unit price), the Bid Proposal with such deletions or corrections shall be sealed or signed by the same person that signed the bid application.

#### Article 14 Submission of the Bid Proposal

- (1) The Bid Proposal shall be submitted in a sealed envelope and a Bidder shall only be permitted to submit one envelope; provided, however that where a two-stage bidding process involving a separate technical stage and a fee proposal stage is conducted, a single Bidder shall submit two envelopes, one containing the technical proposal and the other containing the fee proposal.
- (2) A Bidder shall submit its Bid Proposal at such time, on such date and at such venue as instructed by the Employer, except the submission by post is allowed by the Employer.
- (3) Submission of the Bid Proposal by post will only be effective if it arrives on or before the Bid Proposal Deadline. For the avoidance of doubt, KOICA shall not be responsible for any Bid Proposal that is lost, damaged or delayed during transit.
- (4) A Bidder who intends to submit its Bid Proposal by post in accordance with the proviso in paragraph (2) above, must specify the following details on the cover of the sealed envelope: the name of the Tender, the date/time of the Tender, the name of the Bidder (and where it is a corporation, the company name and the name of the representative director) and a contact telephone number.
- (5) Upon receipt of the Bid Proposal by post, the Employer shall record on the cover of the envelope the date/time of receipt accompanied by a confirmatory signature or seal and shall hold the envelope unopened until the bid opening stage.
- (6) A Bidder cannot replace, modify or withdraw a Bid Proposal that has already been submitted. However, a Bidder may be allowed to withdraw its Bid Proposal if (a) it expresses its intent to do so at the bid opening for reasons of significant errors in the Bid Proposal; and (b) the Employer accepts and acknowledges such a request to withdraw. In a two-stage bidding process, a Bidder may be permitted to amend its technical bid proposal if (i) there are no Qualifying Bids; or (ii) a Bidder is determined by the Employer as having satisfied the technical specifications save for a few minor matters requiring supplementation.

#### Article 15 Submission of Statement of Calculation

- (1) Where the Tender is for a breakdown-based contract, the Bid Proposal must have attached to it a bill of quantities as distributed by the Employer.
- (2) Where the Tender is for a lump sum contract for construction works, the Bidder must submit detailed statements of calculation until a certificate of



commencement of constructions works is issued.

- (3) Each statement of calculation submitted pursuant to paragraphs (1) and (2) above must bear the seal on each page (or each page must be initialed where only a signature is available).

#### **Article 16 Submission Deadline for Documents**

All Bid Documents evidencing the Bidder's eligibility to participate in the Tender must be submitted on or prior to the Bid Proposal Deadline as specified in the BDS.

#### **Article 17 Bidder's Obligation regarding Fair Competition**

- (1) Bidders must not engage in any unfair trade practices, including (without limitation) colluding on the bid price or assisting a specific Bidder become the successful Bidder.
- (2) Where a Bidder violates the provisions of paragraph (1) above, KOICA may nullify his/its Bid Proposal in accordance with Article 20 hereto and may request a competent governmental agency to investigate the unfair trade practice of such Bidder.

#### **Article 18 Tenders for Construction Works on a Long-Term Basis**

In the case of long-term contracts for construction works, Bidders participating in the relevant Tender shall bid in relation to the total volume of construction works.

#### **Article 19 Competitive Bidding**

- (1) Competitive bidding may only be constituted by two or more valid bids by Bidders.
- (2) For the avoidance of doubt, where a Tender is by a two-stage process and there is only one Qualifying Bid for the second stage (the fee proposal stage), the Employer may open the fee proposal for that one Qualifying Bid, as long as at least two or more valid technical proposals (that led to the one Qualifying Bid) were submitted at the first stage.

#### **Article 20 Nullification of Bids**

Bids that fall under any one of the following criteria may be nullified:

1. bids submitted by those persons not eligible to participate in a Tender;
2. bids submitted by those persons without the right of representation;
3. bids submitted by those persons who failed to submit requisite documentation listed in the BDS or Bid Documents at such specified date/time and place;
4. where multiple bids have been submitted by the one and the same person (and where one person is a related party to multiple corporate entities, such as a subsidiary shall be deemed to constitute the one and the same person) or bids submitted on behalf of a third-party;
5. where important information, such as the bid price, has been omitted or is unclear





- in the Bid Proposal or where any corrections in the Bid Proposal have not been marked by a signature or seal;
6. bids submitted by those persons engaged in collusion or those persons interfering with the fair process of the Employer;
  7. bids submitted without the Bidder's seal or signature (including those bids that bear the name of the proxy or the company rather than the Bidder and those bids that have affixed a seal or signature (as applicable) but where such seal or signature is different from that which was affixed to the bid application);
  8. bids regarding which the Bidder has expressed at the bid opening an intention to withdraw for reasons of significant errors therein, which withdrawal has been accepted by the Employer;
  9. to the extent it was specified to be required (save for in the case of Article 15(2) above), bids that are not accompanied by an estimate (or statement of calculation) or where the bid price contained in the Bid Proposal and the amount stated in the estimate (statement of calculation) are inconsistent or where the specifications contained in the Bid Proposal and in the estimate are inconsistent with each other or where Bid Proposals contains inappropriate reservations clauses;
  10. bids for which the prescribed bid deposit or a bid guarantee (in accordance with Article 10(2) above) has not been submitted by the applicable due date; or
  1. bids that do not meet the criteria specified in Article 13, including when the prescribed form is not used, the bid price has only been expressed in Arabic numerals only or electronic processing is not possible for a failure to meet electronic entry guidelines by damaging the bid form or not adhering to electronic templates.

#### Article 21 Extension of the Bid Proposal Deadline

- (1) The Employer may extend the Bid Proposal Deadline as first specified in the BDS or notice of tender if:
  1. it determines it to be necessary because the matters requiring clarification pursuant to Article 7(2) above are too significant; or
  2. it is not possible to conduct the Tender or bid opening for other unavoidable reasons.
- (2) Details of any extension of the Bid Proposal Deadline pursuant to paragraph (1) above and the reasons for such extension must be provided to the Bidders in the same manner in which the initial BDS was provided.

#### Article 22 Cancellation of Tender

- (1) At any time before confirming its selection of a successful Bidder, KOICA may cancel the relevant Tender if unavoidable circumstances (including budgetary reasons related to the business plan) exist or arise.



- (2) No Bidder shall be entitled to object to KOICA's decisions to cancel under paragraph (1) above or to claim damages in relation thereto.

#### Article 23 Re-Tender and Re-Issuance of BDS

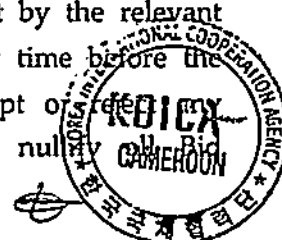
- (1) The Employer may re-initiate a bid process at the same original location of a Tender if a competitive bidding process does not result in two or more valid Bid Proposals or a successful Bidder (the "Re-Tender"). The Re-Tender shall not be construed as a new bid process and shall not be subject to any restriction on tenders or to the number of repeated bid process.
- (2) If there are no valid Bid Proposals or no successful Bidder or if a successful Bidder is fails to conclude the contract with the Employer, the Employer may re-issue the relevant BDS.
- (3) Where a Tender has been conducted as a two-stage bidding process and the opening of the fee proposals in the second stage results in more than two potential successful Bidders, the Employer may request that only the Bidders of those Qualifying Bids re-submit their respective fee proposals.
- (4) In case of a Re-Tender or a re-issuance of BDS under paragraphs (1) through (3) above, the terms and conditions of the initial Tender (other than the Bid Proposal Deadline) must remain unchanged.

#### Article 24 Bid Opening

- (1) Bid opening shall be conducted at such place, time and date as is specified in the BDS, and such bid opening may be attended by Bidders or their representatives. The Employer may request that each attendee presents his/her identification card and a certificate evidencing eligibility to participate in the Tender.
- (2) Following the opening of bids, where the bid price offered in a Bid Proposal is extraordinarily lower than the bid prices offered in any other Bid Proposal, the Employer may undertake a separate screening process of that Bidder in order to ascertain such Bidder's capacity to comply with and implement the Relevant Contract. In such a case, the relevant Bidder must participate in this screening process in good faith.

#### Article 25 Selection of a Successful Bidder

- (1) The successful Bidder shall be selected in accordance with the relevant criteria set forth in the Regulations.
- (2) The selection of a successful Bidder shall only take effect upon receipt by the relevant Bidder of a written notice of confirmation from the Employer. At any time before the execution of the Relevant Contract, KOICA shall be entitled to accept or reject any portion of the Bid Proposal, to cancel the Tender process or to nullify the selection of a successful Bidder.



Proposals. In such a case, KOICA shall bear no liability to any Bidder that is affected by KOICA's actions.

- (3) If, in case of paragraph (1), there are two or more Bidders of the same rank, (a) in the case where a two-stage bidding process has been conducted, the Bidder with a better technical proposal; and (b) in the case where a Bidder has been screened for his/its contractual capabilities, the highest-ranking Bidder, shall be selected as the successful Bidder. However, in the case where it is found that the Bidders with the lowest bids also have the same contractual capabilities, the successful Bidder shall then be selected by way of a draw.
- (4) The draw under paragraph (3) above shall be conducted by an employee of the Employer who is not involved in any business or matter relating to the relevant Tender.

#### Article 26 Expenses

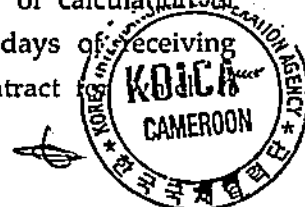
The costs and expenses relating to a Tender shall be borne by each participating Bidder.

#### Article 27 Language

- (1) In principle, the Bid Documents shall be prepared in English or Korean. However, the Employer may also provide the Bid Documents (a) in the local language of the Recipient Country, or (b) in any language commonly used in the Recipient Country.
- (2) The contract must be prepared in the same language as that used to prepare the Bid-related Documents. The English version shall prevail in case of any discrepancy between the English version, and the Korean version or the version prepared in the language commonly used in the Recipient Country.
- (3) Notwithstanding paragraphs (1) and (2) above, the default language for International Tenders conducted by KOICA HQ shall be Korean. However, where it is deemed that the use of foreign language is necessary, English or the language of that specific country involved in the Tender process (e.g. language that is widely used in the relevant country, such as French) may be used. Where the BDS is issued in Korean, KOICA HQ shall state certain important details (e.g. the object of the contract, submission deadline, etc.) in English at the bottom of the BDS or in an attachment to the BDS. In this case, where there are discrepancies between the Korean and English versions, the Korean version shall prevail.

#### Article 28 Execution of Contract

- (1) Within seven (7) days of receiving notice of selection, the successful Bidder must submit all requisite documents in their prescribed forms, a statement of calculation of the bid price and a business implementation plan. Within ten (10) days of receiving the same notice, the successful Bidder must execute the Relevant Contract



tendered.

- (2) In the case of paragraph (1), where the successful Bidder is prevented from executing a Relevant Contract due to a force majeure event, the period of such force majeure event shall not be included in the counting of the prescribed period under paragraph (1) above.
- (3) The successful Bidder intending to conclude a contract with the Employer under paragraph (1) above must submit all such related documents as specified in all applicable laws and requested by the Employer.
- (4) Where a long-term contract for construction works is to be executed with the successful Bidder, calculation of the contract value shall be based on the entire pool of such works (the "Total Value") and the first contract for construction works shall be executed having due regard for the scope of budget for the relevant year. In such case, it shall be further agreed by the parties by way of an addendum that from the second contract for construction works onwards, the relevant contract value shall be the Total Value minus the value of the immediately preceding contract. For the purposes of this Article, "Total Value" shall mean the total value of the construction works to be provided).
- (5) The value of the contract for construction works following the first and second contracts for construction works (as provided for under paragraph (4) above), shall be calculated on the contract unit price which shall be based on the selected bid price based on the Total Value. In the case of a long-term contract, where the Bid Documents allowed for price adjustment, the contract value may be adjusted subject to such adjustment provisions set forth in the Bid Documents and to the extent the unit price of a contract for construction works is so adjusted that adjusted price shall be the relevant contract value.

#### Article 29 Conclusion of Contract

The contract shall be finally concluded when the Employer and the successful Bidder each affix their respective seal or signature to the Relevant Contract.

#### Article 30 Performance Bond

- (1) Prior to the execution of the Relevant Contract pursuant to Article 29 above, the successful Bidder must provide a performance bond to guarantee the performance of its obligations under such contract.
- (2) If the successful Bidder provides a performance bond by means of a guarantee insurance policy, the guarantee period thereof shall expire at least 60 days after the date on which the supply of goods is completed and not before.
- (3) A successful Bidder may be exempt (in whole or in part, at the discretion of the Employer) from providing a performance bond if any of the following



apply:

1. if the successful Bidder is a governmental agency or local municipality of the Republic of Korea;
2. if the successful Bidder is a public institution established under the laws of the Republic of Korea;
3. if the successful Bidder is a foreign corporation, 50% of more of whose net worth has been contributed by the government (including where such foreign corporation legally becomes a subsidiary of a governmental entity); or
4. if the collection of a performance bond would not be appropriate having regard generally to the fair and reasonable customs of contract.

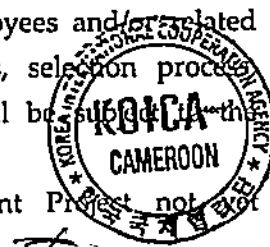
(4) In the event that the payment of all or part of the performance bond can be waived, the successful Bidder shall provide an undertaking to promptly pay in cash an equivalent amount of the value of the performance bond should any circumstances arise that would have caused the performance bond to vest in the Employer.

#### Article 31 Confidentiality

Bidders shall not use any of the Bid Documents or other materials provided by the Employer as part of a particular Tender process and any information acquired as a result of their participation in a particular Tender process for any purpose other than to participate in the relevant Tender process.

#### Article 32 Undertaking to Act with Integrity

- (1) The Employer may require Bidders to submit a letter of undertaking, (a) covenanting to act with integrity and to refrain from engaging in acts of collusion and other practices of unfair trade, including offering money and other valuables, treats and other gains (collectively a "Bribe") to KOICA's officers, employees and related public officials with regard to the Tender process, the selection process, execution and performance of the Relevant Contract; and (b) agreeing to submit to sanctions (such as but not limited to early termination of contract) should they breach the terms of such letter.
- (2) The successful Bidder shall consent to the incorporation of the letter of undertaking provided pursuant to paragraph (1) above into the Relevant Contract and shall comply with all such undertakings and covenants contained therein.
- (3) Any person who is found to have provided KOICA's officers, employees and/or related public officials with a Bribe in connection with a Tender process, selection process, contract negotiations, execution and performance of a contract, shall be subject to the following sanctions in respect of the Relevant Contract in question:
  1. if the Relevant Contract has been executed but the relevant Project not commenced, that Relevant Contract shall be rescinded; or



2. if performance of the Relevant Contract has already commenced, such Relevant Contract shall be rescinded or terminated, in whole or in part, unless unavoidable circumstances exist (having due regard for the subject matter, progress, size and period of performance of the contract) that prevent such rescission or termination.

#### **Article 33 Electronic Bidding and Other Matters**

The process of electronic bidding and such other matters not otherwise covered by the ITB shall be subject to separate regulations and policies of KOICA.

#### **Article 34 Application of Other Procurement-related Regulations**

Unless otherwise provided for in the ITB, the Regulations, the Regulations for Procurement and Contracts in Foreign Affairs and Trade Projects, and their related enforcement regulations shall apply to the subject matter hereunder.



[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 (Construction 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 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"> <li>○ Latest/valid Certificate of business Registration</li> <li>○ documents evidencing the authenticity of the applicant's signature or seal power of attorney</li> </ul>		

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

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

Annex 2: Bidder's Information Sheet

**Bidder's Information Sheet**

Bidder's Information Sheet

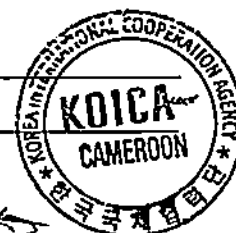
Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative information (name, address, telephone numbers, e-mail address)	
Attached are copies of the following original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

(Company Name)

Date \_\_\_\_\_

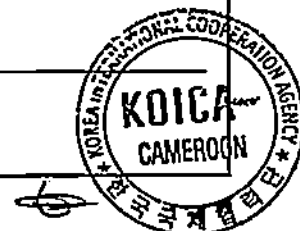
Signature or Seal \_\_\_\_\_

Representative



### Annex 3: Form of Bid

<b>Form of Bid</b>			
Invitation No.		Date of Bid	
Bid Title			
Bid Amount	<div style="border-bottom: 1px solid black; margin-bottom: 2px;">[numbers]</div> <div style="border-bottom: 1px solid black;">[words]</div>		
Duration			
Details of the Bidder			
Section	Legal name	Legal Address, City, Country	Representative
Bidder			
<p>We submit the Bid to participate in a bid in accordance with Bid Documents including Bid Instructions under International Procurement Guideline and Instructions on the International Bidding for the Procurement of Construction Works. 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> <p style="border-bottom: 1px solid black; margin-top: 10px;"></p> </div> <div style="width: 45%;"> <p>Date <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span></p> <p>Signature or Seal <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span></p> <p>Representative <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span></p> </div> </div>			
<p>To. President of KOICA (Country Director of KOICA Cameroon Office)</p>			

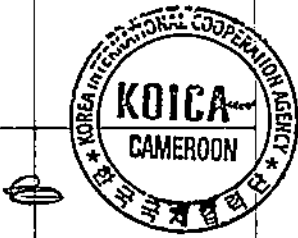


Annex 4: Experience Form (Construction Experience)  
[Form EXP 1]

General Construction Experience

Each Bidder must fill in this form

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



[Form EXP 2]

## Specific Construction 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	



\* Attach documentation (a copy of the contract and certificate of completion) to provide information about the contracts and contract details of the client (name and email address) who can be contacted for further information about these contracts.

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

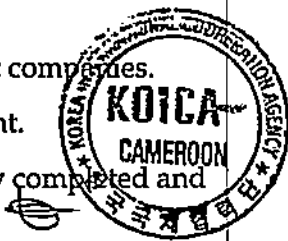
Total Assets*			
Total Liabilities			
Net Equity			
Current Assets			
Current Liabilities			

\* 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 2022, 2023 and 2024 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 Construction Turnover

Each Bidder must fill in this form

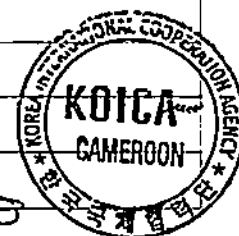
The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the rate of exchange at the end of the period reported.

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount Currency	Exchange Rate	US\$ Equivalent
Average Annual Construction Turnover			

## 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 construction 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		



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)

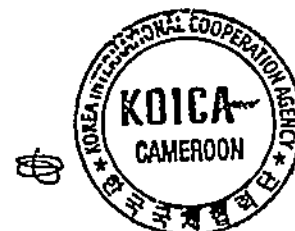
## Declaration of Anti-Corruption in ODA Business Participation

☐ 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





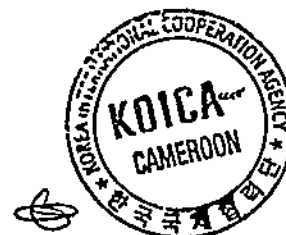
- e. Breach of Contract
  - f. Damage or Injury to the Public
  - g. Damage or Injury to a Person Involved in the Operations
  - h. Bribery
  - i. Bid Rigging
  - j. Interference in Bidding and Contract Conclusion
  - k. Wrongful or Dishonest Acts
7. We pledge to comply with relevant ILO (International 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

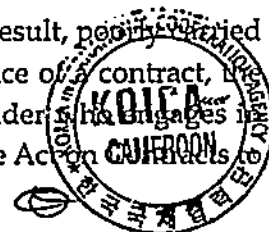


## Annex 8: Integrity Pledge

### 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:

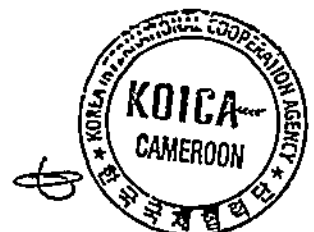
1. The Company/I will not engage in any unfair trade practices which unjustly impede free competition in bidding (contracting) through engaging in any collusion, arrangement, resolution, or agreement with other companies with the intent to maintain the bid price or award the bid to a certain person.
  - 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.



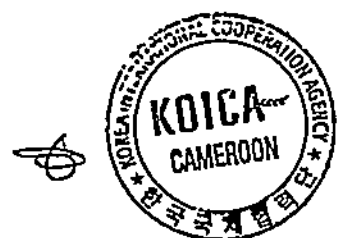
(Company Name)

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 \_\_\_\_\_, 2023

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 substantiated by the form and substance of the security established by KOICA herein.



[Section 6] Scope of Works

## Scope of Works

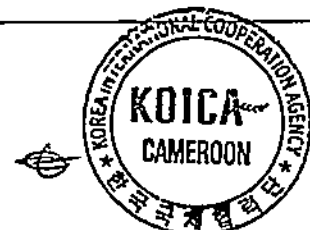
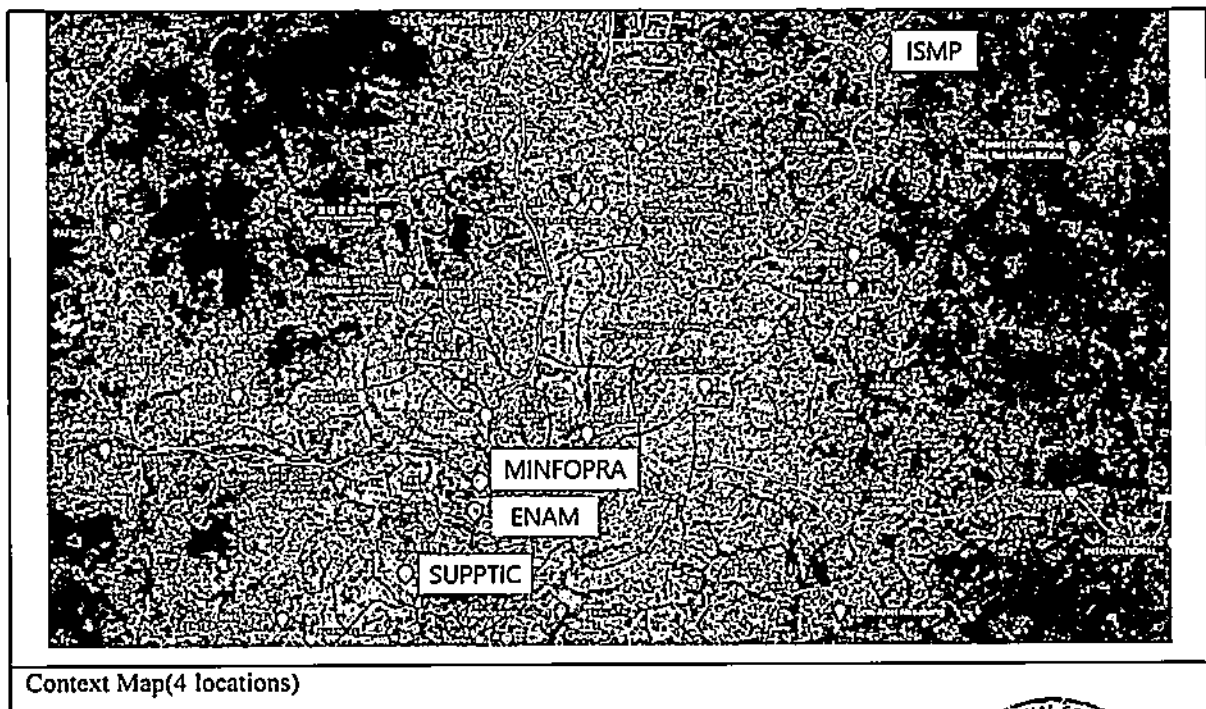
### 1. PROJECT INFORMATION.

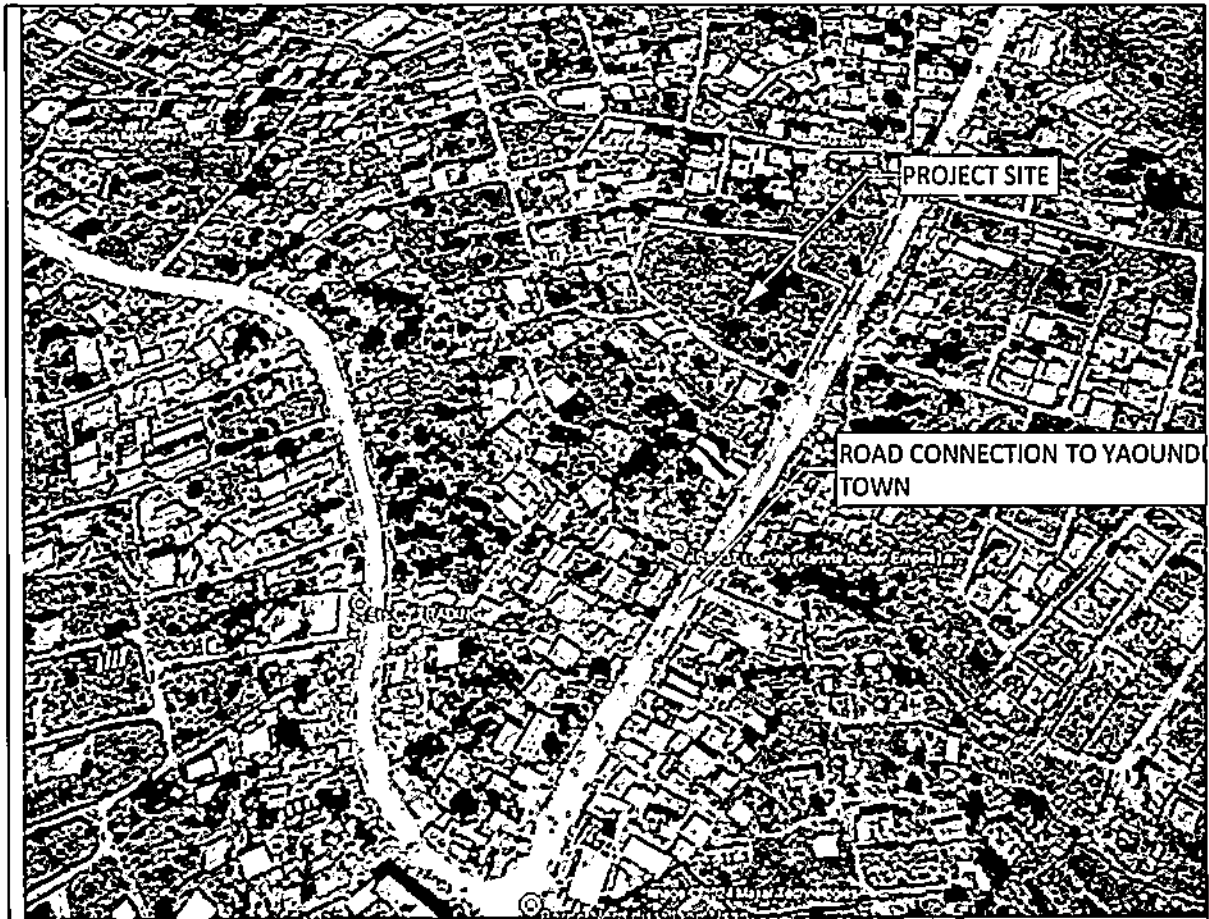
#### 1.1 Overview

- KOICA (Korea International Cooperation Agency) solicits a Contractor to provide construction services for the project for “Enhancing awareness and capacity building for public service transformation in Cameroon”

#### 1.2 Summary of the Project

- Project name: Construction services for the project for “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: Approximately 2,125m’
- New construction of buildings for 4 locations

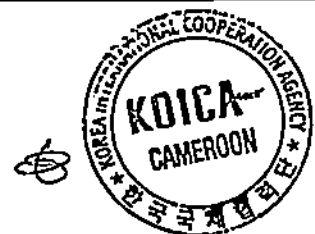


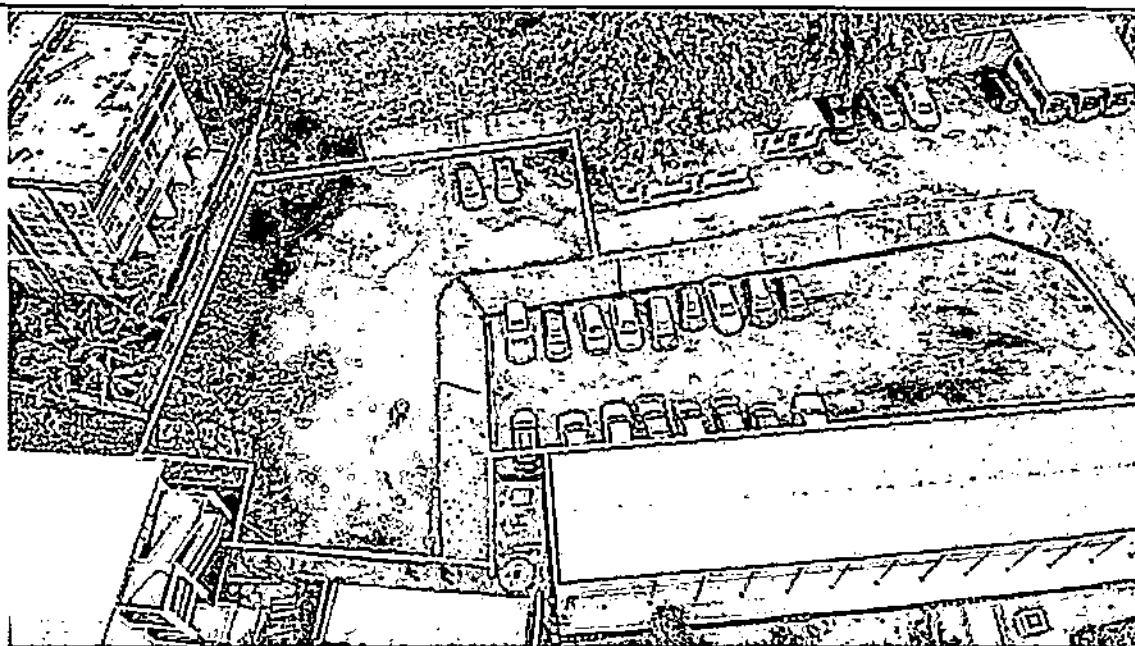


Location1. ISMP

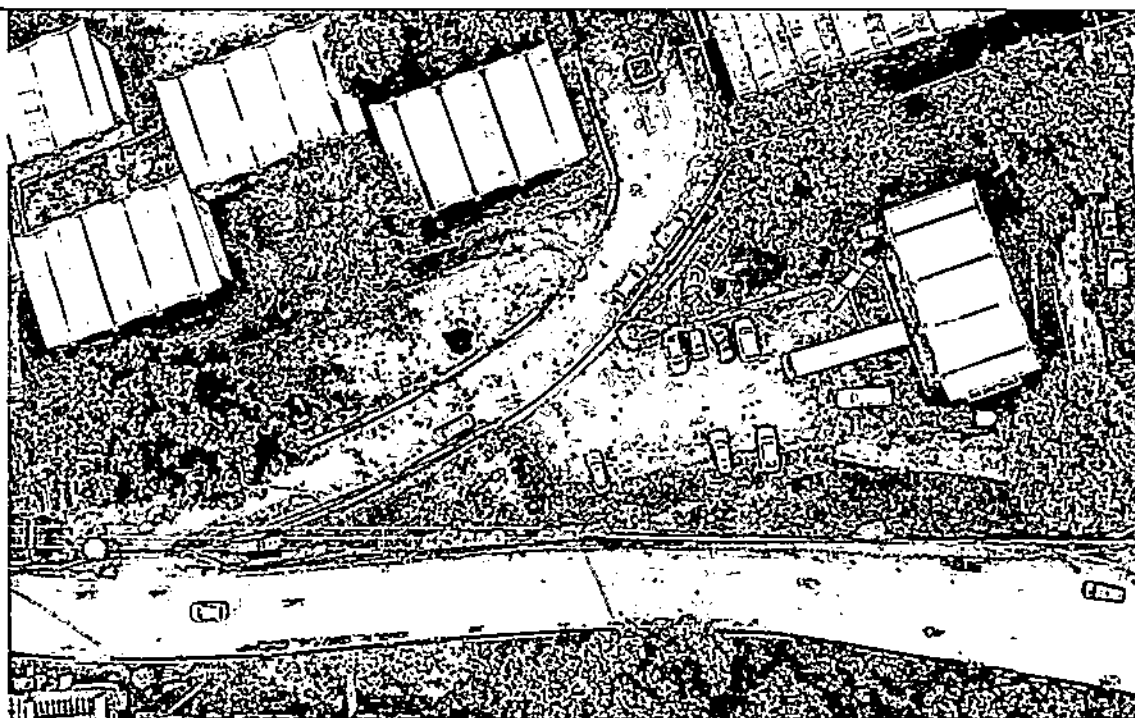


Location2. MINFOPRA





Location3. ENAM



Location4. SUP'PTIC

### 1.3 Description of Works

- Building
  - a) Structural, architectural works
  - b) Mechanical works including plumbing, sanitary, ventilation and drainage system,
  - c) Electrical, communication works including telephone and internet, fire protection
  - d) built-in furniture, signage, and others.
- Exterior works





Construction services for the project for "enhancing awareness and capacity building for public service transformation project in Cameroon"

- a) All the civil works including grading, site drainage, and retaining wall
- b) Topographic and geotechnical survey
- c) Landscaping and paving for pedestrian circulation
- d) Signage
- e) Utilities connection including storm water, electricity, water, and sewage
- f) Other necessary exterior works shown on drawings
- For details refer to construction documents including specifications, drawings, and bid documents.

## 2. PARTICULAR REQUIREMENTS

### 2.1 Site office

- The Contractor shall provide working space for supervision consultant from the commencement date until the completion of the Work and handover to the Employer. Office equipment like desks, and chairs, power feed and water supply shall be provided for the minimum working conditions.
- Daily transportation provision for CM and supervision consultants shall not be the Contractor's responsibility.


### 2.2 Contract schedule

#### 2.2.1 General

- Contract Period: Fourteen(14) months from the effective date.
- Construction Period: Thirteen(13) months from the date of commencement.
- The Contractor shall commence the Construction Works within thirty(30) days after signing the Contract.
- The Contractor is deemed to provide a detailed schedule for each work items and overall contract performance schedule for the purpose of management and supervision.
- Project schedule for the project should include national holidays, Easter, and raining season.
- Schedule shall include planned progress rate, actual progress rate, and milestone (such as commence date, pre-final inspection, test and commissioning, and final inspection.)
- Test and commissioning and pre/final inspection period shall be within the contract period.
- The Contractor shall submit the construction schedule within fourteen(14) days from the date of signing the Contract.

#### 2.2.2 Material delivery schedule

- Prepare delivery schedule of major materials, imported materials and long lead items. Please see the table below for reference.
- All process and status needs to be updated periodically.
- The Contractor shall submit material delivery schedule within fourteen(14) days from the date of signing the Contract.



Item	Date	Approval	Order	Factory Manufacture	Delivery	Custom Clearance	Arrival on Site	Installation	Testing	Inspection
------	------	----------	-------	------------------------	----------	---------------------	--------------------	--------------	---------	------------

Construction services for the project for "enhancing awareness and capacity building for public service transformation project in Cameroon"

Generator	P A									
UPS	P A									
Elec. Boards	P A									
Transformer	P A									
Elevator	P A									
CCTV	P A									
Fire Fighting	P A									
Data Rack	P A									
Air Conditioner	P A									

※ P: Planned, A: Actual

## 2.3 Summary of tasks

### 2.3.1 Commencement phase

- Topographic and geotechnical survey shall be carried out prior to commencement date of the Works.
- Investigation of the status of construction site that will be acceptable to work pursuant to design documents of the Contract.
- Review any errors, omissions, defects, or technical issues of construction documents and notify the supervision consultant within fourteen(14) days of receiving the relevant documents.
- Submit the notice of commencement within fourteen(14) days after signing the Contract. Please see GCC Article 4.17 for details.

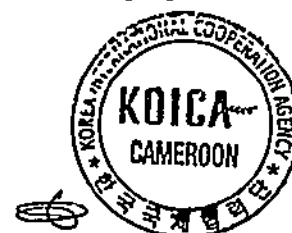
### 2.3.2 Construction phase

- Payment request for completed Works every 20% of progress construction works.
- Request for approval of materials, equipment, etc.
- Request for inspection of completed works
- Submission of shop drawings

### 2.3.3 Completion phase

- At completion, the Contractor, the supervision consultant, CM and Employer's parties will jointly inspect the facility to confirm its readiness for occupation, and identify any unfinished works.
- The Contractor should request the pre-final completion inspection at least one month prior to the date of request for completion(final) inspection.
- The Contractor should request the completion inspection at least fourteen(14) days prior to the contract completion date.
- The Contractor should request the completion inspection to the supervision consultant inclusive of corrected pre-final inspection punch list, as-built drawings, test and commissioning report and the operation and maintenance manual prepared in accordance with the supervision consultant's instructions.

## 3. CONTRACT ADMINISTRATION



### 3.1 General

- The construction shall be executed in accordance with Cameroon construction law, all statutory instruments and codes of practice applicable at the commencement of the works or known to be coming into effect during the progress of the works and in accordance with the particular requirements of the Employer.
- The completed facility shall be handed over in sound, weather tight and clean condition with all defects and minor items complete and all systems tested and commissioned ready for use and totally fit for the purpose intended.
- Acquire the permits from the municipality and other approval from the governmental authority to proceed with the Works.
- Request inspection and payment.
- Submit reports, as-built drawing and operation and maintenance (O&M) manual.

### 3.2 Responsibility of the Contractor

#### 3.2.1 Construction organization on Site

- The Contractor shall prepare organization of a construction for the whole works and specific work items, and mobilization schedules of personnel, materials and equipment for the performance of the contract.
- Within ten(10) days from the contract date, the Contractor shall submit the Employer a key personnel list for the construction organization and their relevant assignments. Any personnel replacement shall subject be to the Employer's prior approval.

#### 3.2.2 Cooperation between the Employer, the Engineer and the Contractor

- The Employer shall be responsible for providing the Contractor with all documents in relation with the Works such as drawings and specification. The Contractor shall carry out activities with the defined site boundary, and boundary violation is not allowed.

#### 3.2.3. The Contractor's quality management, control and supervision

- The Contractor shall state quality control to be applied for the contract performance.
- The Contractor shall lead and coordinate with the subcontractors and equipment supplier, who will supply and install equipment under the separate contract, to make the Project fully operable.

#### 3.2.4 Traffic control

- The Contractor shall be responsible for construction organization and traffic control to ensure safety.
- The Contractor shall have protective measures against traffic infrastructure.
- Traffic organization, temporary road inside fence shall be provided by the Contractor.

#### 3.2.5 Site security

- The Contractor shall be responsible for the security on the Site and cost arising from it. If guard on the site is required, the Contractor shall pay for the cost.

#### 3.2.6 Construction Schedule

- The Contractor shall prepare a detailed work programs (such as MS-Project) to indicate execution of work and submit to the Employer for its prior approval. The Employer may request the Contractor to adjust the schedule.
- The Contractor is deemed to anticipate any possible incidents that may affect the implementation progress in so that the overall contract performance schedule may not be prevented.



### **3.2.7 Work safety**

- The Contractor shall take work safety measures in accordance with local regulation.
- The Contractor shall indicate measures in relation with ensuring work safety during the contract performance period. The Contractor shall be responsible for any incurrence arising from his incompliance with work safety regulations on the Site and in neighboring areas.

### **3.2.8 Plant, equipment for the execution of works**

- The Contractor shall be responsible for providing plant, equipment required for the execution of the works in accordance with design documents.

### **3.2.9 Approval of sub-contract**

- If Contractor desires to subcontract a certain portion of the Work to a subcontractor, Contractor shall provide the following information to obtain approval or consent of Employer.
  - a) Project name and contract price
  - b) Scope of subcontract, subcontract price, name of the subcontractor
  - c) Subcontract period and estimated construction schedule
  - d) Reasons for the subcontract (or reasons for any change of subcontractor or subcontract conditions)
  - e) A copy of the subcontract agreement
  - f) Selection criteria and qualification of the subcontractor including permits, licenses limit of subcontract amount as required by the applicable law
  - g) Permission, if applicable, to pay the subcontract price directly to the subcontractor.
  - h) Qualification requirements of site representative and copy of the licenses, technical experience certificate
- The Contractor shall not select as a subcontractor, a person or entity that is placed on probation or suspension due to violation of the applicable law.

### **3.3 Defect (Warranty) period**

- The Contractor shall arrange for extended warranties to be provided on all building and facilities such that these cover the period of at least Two (2) years from the date of acceptance and handover to the Employer.
- The Contractor shall have the right of access, at all reasonable working hours, to all parts of the facility for the purpose of inspecting the working of the installations.

### **3.4 As-built drawing**

- The Contractor shall prepare as-built drawings for all completed work items and submit it to the Employer at the time of request for the completion inspection.
- The Contractor shall submit all as-built drawings to the Employer in hard copy (One set) and digital data storage device.

### **3.5 Operation & maintenance**

#### **3.5.1 Replacement parts**

- At least one month before handing over to Employer, the Contractor shall submit to Employer a schedule of replacement parts that should be obtained and kept in stock



for maintenance of the services installations.

### 3.5.2 Operation & Maintenance (O & M) Manual

- Prepare O & M manual and submit to the Employer a copy when the Contractor requests the completion inspection.
- The O & M manual are to be furnished in English.
- The O & M manual must include:
  - a) A full technical description of the systems installed to ensure that Ghana University staff can fully understand the scope and facilities provided
  - b) Diagrammatic drawings of each system indicating principal items of plant, equipment, valves, etc.
  - c) All as-built drawings shall be provided in an agreed CAD format
  - d) Legend for all color-coded services shall be included
  - e) Schedules of plant, equipment, valves, etc., stating their locations within the building, duties and performance figures. Each item of plant, equipment, valves, etc., installed shall have a unique code number cross-referenced to the record and diagrammatic drawings and schedules;
  - f) The name, address and telephone number of the manufacturers of every item of plant and equipment together with catalogues list numbers and the name and telephone number of local agents where appropriate;
  - g) Manufacturer's technical literature for all items of plant and equipment assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions;
  - h) A copy of all Test Certificates (including but not limited to electrical circuit, tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installation and plant, equipment, valves, etc., used in the installation;
  - i) A copy of all manufacturer's guarantees and warranties;
  - j) Starting up, operating and shutting down instructions for all equipment and systems installed;
  - k) Control sequences for all systems installed;
  - l) Schedules of all fixed and variable equipment settings established during commissioning;
  - m) Detailed recommendations as to the preventive maintenance frequency and procedures which should be adopted by Kajiado to ensure the most efficient operation of the system and maintenance of all warranties, etc.
  - n) Lubrication schedules for necessary items of plant and equipment
  - o) A list of normal consumable items
  - p) A list of recommended spares to be kept in stock by Kajiado, being those items subject to wear and deterioration and which may involve Kajiado in extended deliveries when replacements are required at some future date
  - q) Procedures for fault finding
  - r) Emergency procedures, including telephone numbers for emergency services;
  - s) Detailed recommendations as to the maintenance and cleaning procedures for all significant finishes.

## 3.6 Reports

### 3.6.1 Daily Reports:



- Prepare a daily construction report recording the following information concerning events at project site.
  - a) List of subcontractors at project site.
  - b) Number of man power at project site.
  - c) Equipment at project site.
  - d) Material deliveries.
  - e) Major activities
  - f) High and low temperatures and general weather conditions.
  - g) Accidents.
  - h) Meetings and significant decisions.
  - i) List of documents that report to the Employer or the Engineer
  - j) Unusual events (refer to “Special Reports” below).

### 3.6.2 Weekly Reports:

- Prepare a weekly construction report recording the following information concerning events at project site.
  - a) Progress rate.
  - b) List of subcontractors at project site.
  - c) Approximate count of personnel at project site.
  - d) Equipment at project site.
  - e) Material deliveries.
  - f) High and low temperatures and general weather conditions.
  - g) Major activities (photos shall be included).
  - h) Accidents.
  - i) Meetings and significant decisions.
  - j) Unusual events (refer to “Special Reports” below).
  - k) Stoppages, delays, shortages, and losses.
  - l) Emergency procedures.
  - m) Orders and requests of authorities having jurisdiction.
  - n) Change Orders received and implemented.
  - o) Work Change Directives received and implemented.
  - p) Services connected and disconnected.
  - q) Substantial completions authorized.

### 3.6.3 Monthly Reports:

- Monthly construction report shall summarize major activities described in the daily and weekly reports.
- Minimum of 12 digital images shall be taken and included to document the progress of construction each month with the following manner.
  - a) The photo shall have the same views from the same locations. Include photos of following when they apply to this work
  - b) Outside of the building
    - View of the main building entry.
    - Overall view of the building from the entry drive.



- c) Include other selected vantage points to best show status of construction and progress since last photographs were taken.
- d) Take exterior construction progress photos in daylight, at a time of day when the featured building elements are not in extreme shadow, and generally the same time of day as the photos taken the previous weeks.
- e) Use highest point in the site to get overall view photographs of the project once a month. Get at least one view from each direction, including each of the four building faces, along with the entire site and entry from main access road.

#### **3.6.4 Final Report:**

- Final report shall be included below.
  - a) Construction overview: summary, design change, contract change, etc.
  - b) As-built drawings
  - c) Photos: from commence date to completion
  - d) Check list: preliminary and final inspection
  - e) Laboratory records
  - f) Actual schedule
  - g) Maintenance manual
  - h) Training program (signed)

#### **3.6.5. Design Change Reports:**

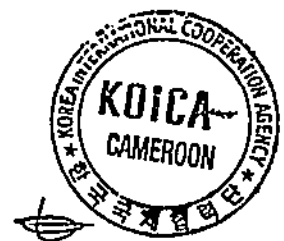
- General

Any design changes from the original design documents that may result in a significant increase or decrease in the contract price and increase the Contract period shall be handled according to the Contract.
- The Contractor shall submit the design change report through the Construction Supervisor and shall be required approval of the Employer.
- Design change report shall be included below
  - a) requested by whom
  - b) the reason for the design change
  - c) the location
  - d) before and after drawings
  - e) BOQ.
- Design change list including minor changes shall be included in the payment request document as an attachment. A minor change means a slight change in the installation of materials or construction technology or a slight increase or decrease of quantities that can be performed within the contract price.

#### **3.6.6. Special Reports:**

- General

Submit special reports directly to Employer within One (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- Reporting Unusual Events



When an event of an unusual and significant nature occurs at project site, whether or not related directly to the work, prepare and submit a special report. List chain of events, persons parting, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise the Employer in advance when these events are known or predictable.

- Reports shall be made at the request of the Employer.

- End -





# Section 7- General Conditions of the Contract for International Construction Works

## Article 1 - General Conditions

### Article 1.1 Definitions

- (a) In addition to any defined terms used elsewhere herein, the definitions in this Article shall apply throughout this Contract:

이행보증	"Bank Guarantee for Performance"	means the guarantee provided pursuant to this Contract by the Contractor for the benefit of the Employer or KOICA to ensure the performance of its obligations under this Contract. The amount of the guarantee is set out in Section B of the Contract Agreement.
영업일	"Business Day"	means a day (other than Saturday, Sunday and a public holiday) on which banks (or government offices) are generally open in the Recipient Country.
산출내역서	"Calculation Statement"	means the Employer's Quantity Statement marked with details of the unit price and submitted by a bidder or the Contractor to the Employer before the submission of the notification of commencement of construction (the "Notice of Commencement").
이행보증금	"Cash Guarantee"	has the meaning given in Article 4.2(a) hereof.
착공일	"Commencement Date"	means the date specified in Article 7.1 hereof.
준공일	"Completion Date"	means the date indicated as the completion date on the taking over certificate issued in accordance with Article 9.1 hereof; provided that if the issuance of the taking over certificate is delayed due to reasons attributable to the Employer, the Completion Date shall be deemed to be the date on which the completion inspection is completed in accordance with Article 8 hereof.
준공기한	"Completion Deadline"	means the date set out in paragraph 3 of Section B of this Contract, being the date by which the Contractor has agreed to complete the Construction Works under this Contract. Unless otherwise specified elsewhere herein, the Contract termination date specified in paragraph 3 of Section B of this Contract shall be the Completion Deadline.
공사시방서	"Construction Specification"	means a book containing technical details that are too difficult to set out or include in the design drawings, such as technical descriptions and related statements.



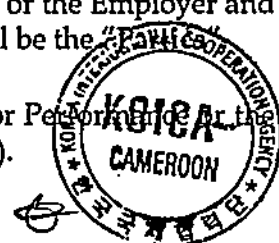
regarding materials, equipment, construction system, construction standards and construction techniques used for the Construction Works.

공사감독관	"Construction Supervisor"	means an employee, supervisor or construction project manager appointed by the Employer to perform the duties set out in Article 3.1 of these General Conditions.
공사	"Construction Works"	has the meaning given in Section A of Contract Agreement.
계약	"Contract"	has the meaning given in the preamble, and includes all of the contract documents listed in paragraph 6 of Section B of this Contract. Any citation of this Contract shall be deemed to refer to the relevant provisions of these General Conditions unless otherwise specified.
계약합의서	"Contract Agreement"	means the contract document signed by and between the parties.
계약기간	"Contract Period"	means the period specified in paragraph 3 of Section B of this Contract. Where paragraph 3 of Section B only specifies the completion deadline and does not separately specify the contract period, "Contract Period" shall be deemed to mean the period commencing on the Effective Date and ending on the date on which the Contractor fulfills all of its obligations under this Contract. The Contract Period may be amended by the mutual written agreement of the Employer and the Contractor or by the Employer providing written notice to the Contractor, without obtaining the prior consent of the government of the Recipient Country.
계약금액	"Contract Price"	means the amount set out in paragraph 1 of Section B of this Contract. Unless otherwise specified in the Special Conditions, the Contract Price shall not be inclusive of all taxes and fees, including, but not limited to, VAT, commercial tax and duties.
계약상대자	"Contractor"	has the meaning given in the preamble and means a natural or legal person who has entered into this Contract on equal footing with the Employer.
계약상대자 제출문서	"Contractor Documents"	means all documents and materials (including in electronic form) submitted by the Contractor to the Employer in connection with and for the purposes of this Contract and includes, without limitation, drawings, sketches, maps, plans, photos, specifications, invoices, reports, computer software, databases, manuals, completion documents, models, 3D works relating to geography/topography/building, technical documents for
계약상대자 인력	"Contractor Personnel"	means the executives and employees of the Contractor and/or subcontractors, with whom the Contractor has entered into for the purposes of undertaking the Project.



an agreement, and their employees. Under no circumstances shall any "Contractor Personnel" be considered to be an employee or a branch of KOICA.

일(day)	"Day"	means a calendar day and in calculating a period, if the end date of such period does not fall on a Business Day, then the end date of such period shall be deemed to fall on the next Business Day.
하자통지기간	"Defect Notification Period"	means the period specified in the Detailed Terms and Conditions.
설계도면	"Design Drawing"	means a drawing or document indicating the nature and scope of the Construction to be constructed and the Construction Works to be undertaken and expressing the designer's intentions in accordance with established rules.
설계서	"Design Documents"	means collectively, the Construction Specification, the Design Drawing, the Site Manual and the Quantity Statement.
상세계약조건	"Detailed Terms and Conditions"	means the key terms of this Contract attached as a table to the Special Conditions.
발주자	"Employer"	has the meaning given in the preamble.
불가항력	"Force Majeure Event"	has the meaning given in Article 17.1 hereof.
계약일반조건	"General Conditions"	has the meaning given in paragraph 6.2 of Section B of this Contract.
	"Governmental Authorities"	means any legislative body, any administrative body, any judicial body of the Recipient Country, Korea or any other jurisdiction and any person who is authorised or has the power to act on behalf of any such authoritative body.
인허가	"Governmental Authorization"	means all authorizations, approvals, licenses, consents, permits issued by any Governmental Authority or any report, registration, filing made to any Governmental Authority.
법령	"Laws"	means the constitution, laws, regulations, orders, ordinances, rules, notices, guidelines and other requirements of the Recipient Country or Korea that are, at the relevant time, in effect and have the force of law.
당사자	"Party"	means individually, each of KOICA or the Employer and the Contractor and collectively, shall be the "Parties"
	"Performance Guarantee" or	means either the Bank Guarantee for Performance or the Cash Guarantee (as the case may be).



**"Contract  
Guarantee"**

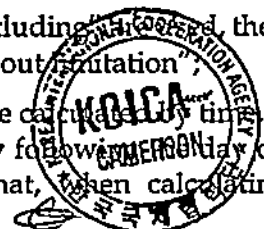
사업	"Project"	has the meaning given in Section A of this Contract.
물량내역서	"Quantity Statement"	means a statement containing details of items or items of expenditure (including details of their specifications, quantity, units, etc.) that compose the object of each type of work, which statement is issued to a prospective bidder or a successful bidder after the announcement of a bid or the determination of a successful bidder.
현장	"Site" or "Construction Site"	means _____ being the location specified in Section B of this Contract. In the event the boundary or area of the Site is not detailed in Section B of this Contract, the boundary or area of the Site shall be determined in accordance with the details set out in the Site Manual.
현장설명서	"Site Manual"	means the manual provided by the Employer, which contains information (such as information regarding the Site conditions or instructions regarding unit prices) required to undertake the Construction Works.
계약특수조건	"Special Conditions"	has the meaning given in paragraph 6.3 of Section B of this Contract.
년(year)	"Year"	means 365 days or 366 days from January 1 <sup>st</sup> to December 31 <sup>st</sup> ; provided that where a pertinent year has not been specified, it shall be 365 days for the purposes of <i>pro rata</i> calculations.

- (b) Abbreviations or terms used in this Contract but not defined in the preceding paragraph shall be interpreted in accordance with international construction industry practice. However, if such term or abbreviation is not commonly used in international construction or multiple interpretations of such term or abbreviation are possible so as to cause a dispute between the Parties, such term or abbreviation shall be interpreted in accordance with KOICA's internal regulations or guidelines. If there is a disagreement on the interpretation of a term or abbreviation used in this Contract, the Contractor may request that the Employer provide KOICA's internal regulations or guidelines which form the basis of its interpretation.

**Article 1.2**

**Interpretation**

- (a) Unless the context clearly requires otherwise, the following rules of interpretation shall apply to the terms used in this Contract:
- (i) words denoting the singular shall include the plural, and vice versa;
  - (ii) whenever the words "include", "includes" and "including" are used, they shall be deemed to be followed by the words "without limitation";
  - (iii) when calculating a period, unless the period is to be calculated by time, it shall be deemed to be calculated from 0:00 the day following the day on which the relevant event occurred; provided that, when calculating



interest (including delayed interest), the day of occurrence shall be included in such calculation but the end date or deadline of the relevant period shall be excluded;

- (iv) references to "agreement" in this Contract shall mean a written agreement signed by the authorised signatory or lawful agent of each Party;
  - (v) references to "written" or "in writing" or "documents" shall mean records that are handwritten, typed, printed or are in electronic form;
  - (vi) references to this Contract shall include all of its schedules, annexes and attachments; and
  - (vii) any reference to a statute or regulation shall be construed as including all regulations and rules promulgated thereunder and all provisions consolidating, amending or replacing such statute or regulation.
- (b) References to a "person" shall be construed so as to include any individual, firm, company and other group or association.
- (c) Any reference to standards or industrial standards and technology shall be construed as including any modifications or amendments thereto following the Effective Date unless otherwise specified herein.

#### Article 1.3

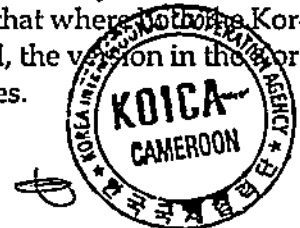
##### Notices

- (a) Notices, applications, claims, requests, responses, approvals or instructions ("Notices") in the oral form shall not be effective unless supplemented in writing.
- (b) Notices shall be delivered to the addresses specified in the Special Conditions and any change in the address details shall be notified to the other Party in writing, which written notice shall include the date of the change in address.
- (c) Notices may be delivered in person, by post, through the Employer's e-procurement system, by email or fax (with confirmation of receipt) in accordance with the Special Conditions. Any changes to the recipient's notice details must be notified to the other Party immediately.
- (d) Unless otherwise specified in the Special Conditions, Notices shall be effective as of the date on which they are received by each Party; provided that if the date of receipt is not a Business Day, then the Notice shall be effective as of the immediately following Business Day.
- (e) Whenever it receives a legitimate request in writing, in accordance with the terms of this Contract, the Contractor shall exercise good faith in reviewing and responding to such request and its response must not be unreasonably delayed.

#### Article 1.4

##### Language

- (a) The language of the Notices delivered in accordance with Article 1.3 and the documents specified in Article 1.5 hereof (collectively, the "Contract Documents") shall be, in principle, English; provided that where both the Korean language and the English language are used in parallel, the version in the Korean language shall prevail to the extent of any discrepancies.



- (b) When necessary and with the approval of the Employer, another language ("Other Language") may be used in parallel with either Korean or English. Where such Other Language is used in parallel with the Korean language, the version in the Korean language shall prevail to the extent of any discrepancies and where the Other Language is used in parallel with the English language, the version in the English language shall prevail to the extent of any discrepancies.

**Article 1.5 Contract Documents**

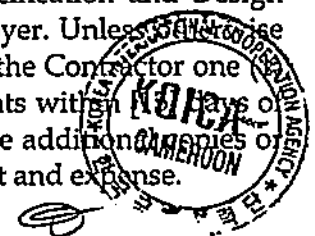
- (a) Each of the documents constituting this Contract have mutually complementary effect. The Contract Documents shall be applicable in the following order of priority; provided that if any conflict or inconsistency is found in any of the documents having the same priority or if in practice the matters described in a lower-ranking document clearly have priority notwithstanding the order of priority below, the Construction Supervisor shall provide the Contractor with the necessary instructions.
- (i) the Contract Agreement;
  - (ii) the Special Conditions;
  - (iii) the General Conditions;
  - (iv) the Design Documents; and
  - (v) the Calculation Statement and other documents that form part of this Contract, such as the international construction project bidding notice, bid proposal and other tender documents; provided that the Calculation Statement shall be effective as a Contract Document only when it is applied for the purpose of adjusting the Contract Price and when making payments in respect of completed sections of the Construction.
- (b) Notices delivered by the Parties in accordance with this Contract shall be effective as a Contract Document.

**Article 1.6 Assignment and Provision of Security**

- (a) The Contractor shall not assign or provide security over this Contract or any of its rights (including but not limited to the right to claim payment of the Contract Price) or obligations arising under or in connection with this Contract to any third party without obtaining the prior written consent of the Employer.
- (b) The Employer and/or KOICA shall be entitled to assign all or a part of their rights and obligations under this Contract or renew or update this Contract with prior written notice to the Contractor.

**Article 1.7 Management and Provision of Documents**

- (a) The Design Documents (including the Construction Specification and Design Drawing) shall be maintained and managed by the Employer. Unless otherwise provided for in this Contract, the Employer shall provide the Contractor one copy of the Contract Documents and the Design Documents within 10 days of the Effective Date. The Contractor shall be entitled to make additional copies or request additional copies from the Employer at its own cost and expense.



- (b) The Contractor shall maintain and manage all documents that it is required to prepare or submit to the Employer in accordance with this Contract (the "Contractor's Submitted Documents") until such time the Employer accepts and takes over the Construction Works. Unless otherwise provided for in this Contract, the Contractor shall submit to the Construction Supervisor four (4) copies of all Contractor's Submitted Documents.
- (c) The Contractor must maintain and store all documents, including without limitation, the Design Drawings and the Contract Documents received from the Employer, the booklets and documents cited in its bidding proposal, the Contractor's Submitted Documents, all Notices made and received pursuant this Contract at the Construction Site. The Construction Supervisor may, from time to time, request to view or receive copies of all documents kept by the Contractor at the Construction Site.
- (d) The Employer may, if it deems it necessary, request to receive the documents, materials or information which form the basis for the Contractor's preparation of the Contract Documents (including without limitation the Calculation Statement), upon which request, the Contractor shall submit the same to the Employer within a reasonable period of time.
- (e) If the Contractor becomes aware of any errors, omissions, defects or technical issues in the documents (including the Design Documents) required to undertake the Construction Works, it shall notify the Employer through the Construction Supervisor of the same within 30 days of receiving the relevant documents and the Construction Supervisor shall request from the Contractor the necessary explanation or, in accordance with Article 11.2 hereof, take measures to obtain from the Employer an opinion on whether a change to the details of the Construction Works is necessary. The Employer may, having taken into consideration the comments of the Construction Supervisor, request a change in the design in accordance with Article 11.2 hereof.

#### Article 1.8 Confidentiality

- (a) All rights, including intellectual property rights, in, to and arising out of all materials, reports and other documents produced by the Contractor pursuant to this Contract shall, unless otherwise specified herein, vest in the Employer and the Contractor shall not provide them to a third party or use them for any other purpose without the prior consent of the Employer.
- (b) The Contractor shall not disclose to any third party (including any outsider, government, the Recipient Country, governments of third countries) information, including without limitation, any trade secrets, confidential matters relating to Korea or the Recipient Country that it has obtained by virtue of this Contract (whether prior to or during the implementation of this Contract) without the prior written consent of the Employer. The Employer may, if required by the laws of Korea or if it otherwise deems necessary, disclose information relating to the tender for the Project and this Contract.
- (c) The Contractor shall keep written records of all issues (including related countermeasures and improvement measures) that arise during its execution of the Construction Works and furnish such records at the Construction Site or at its place of business, and submit the same to the Employer at its request.



- (d) The Contractor undertakes not to infringe any intellectual property rights (including any patent rights, trademark rights and design rights) of any third parties in fulfilling its obligations under this Contract.
- (e) If the Contractor breaches paragraph (d) above and a dispute over intellectual property arises, the Contractor hereby agrees to indemnify and hold harmless, at its own cost and expense, the Employer, regardless of the cause of the dispute or claim.
- (f) The provisions of this Article 1.8 shall remain valid and effective and survive any expiration, rescission of termination of this Contract.

#### Article 1.9 Compliance with Laws

- (a) In undertaking the Construction Works, the Contractor shall comply with all applicable Laws of the Recipient Country and shall be solely liable for obtaining all related Governmental Authorizations at its own cost and expense. To the extent the Contractor has an office in Korea, the Contractor shall also be responsible for complying with all applicable Laws of Korea.
- (b) The Contractor shall comply with the Employer's standards and guidelines regarding the execution of the Construction Works and shall procure that all of its personnel (including its subcontractors) comply with the same. The Contractor shall be fully liable for any breach by it or its personnel (including its subcontractors) of the Employer's standards and guidelines.

#### Article 1.10 Joint and Several Liability

- (a) If the Contractor is a union, consortium or an unincorporated association composed of two or more corporations or natural persons (each a "Contractor Group" and each member of Contractor Group being a "Joint Contractor"), each Joint Contractor shall be deemed to be jointly and severally liable to the Employer in respect of the Construction Works and the obligations of the Contractor under this Contract, unless the relevant Joint Contractor has separately agreed in writing with the Employer that it will be severally liable.
- (b) Even if not otherwise provided for in this Contract, the Employer shall have the right to demand of any Joint Contractor or the Joint Contractors collectively that it or they fulfill the obligations of the Contractor under this Contract and to claim against any of them separately or jointly in case of a breach of any such obligations. However, if each Joint Contractor has separately agreed in writing with the Employer that it will be severally liable, such agreement shall prevail over the provisions of the preceding sentence.
- (c) Any agreement or contract executed by and among the Joint Contractors shall be submitted to the Employer and such agreement or contract shall be a Contract Document for the purposes of this Contract.
- (d) The Contractor shall not change (or allow the change of) the composition of a Contractor Group or the legal status of any Joint Contractor.





## Article 1.11

### Representations and Warranties

The Contractor hereby represents and warrants as follows:

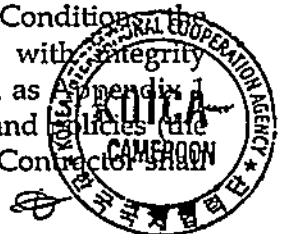
- (a) *Capacity.* It is duly organized and validly existing under the laws of its jurisdiction of incorporation and has full corporate power and is suitably qualified to undertake the Construction Works.
- (b) *Governmental Authorizations.* It has duly obtained and maintains all Governmental Authorizations necessary to undertake the Construction Works.
- (c) *Procedural Obligations.* It hereby covenants to undertake, in good faith, all procedures and processes (including but not limited to qualification screening, electronic procurement and obligations of integrity) required by the Employer in connection with the implementation of this Contract.
- (d) *Guarantee.* It hereby guarantees the quality of the Construction Works and undertakes to repair any defects immediately in accordance with this Contract and the demands of the Employer. It further covenants not to raise any objections whatsoever in the event the Employer utilize the security deposit for defects because of the Contractor's failure to comply with the Employer's demands to repair defects.
- (e) *Price Adequacy.* It hereby warrants that the Contract Price does not significantly exceed or fall below the normal market price.
- (f) *Costs and Expenses.* It hereby confirms that the Contract Price is inclusive of all costs and expenses incurred by it outside of the Recipient Country in respect of the Construction Works (the "Overseas Costs and Expenses") and further undertakes that it will not, for any reason whatsoever, request that the Employer pays or reimburses it for any Overseas Costs and Expenses incurred. Notwithstanding the immediately preceding sentence, of the costs and expenses incurred by the Contractor in connection with the Construction Works, the Parties hereby agree that costs related safety management as set out in the Calculation Statement shall be settled *ex post* based on the actual amount expended by the Contractor (subject to the Contractor providing proof of expenditure). If the amount to be settled *ex post* is larger than the amount specified in the Calculation Statement, the Employer shall pay the excess amount to the Contractor.
- (g) *Sovereign Immunity.* To the extent it is a government entity of the Recipient Country or a state-owned enterprise, it hereby represents and warrants that it waives any sovereign immunity.

## Article 1.12

### Covenants

The Contractor hereby covenants as follows:

- (a) *Prohibition of Use of False, Deceptive or Other Unlawful Methods.* In undertaking the Construction Works, the Contractor covenants not to use false, deceptive or other unlawful methods. Unless otherwise specified in the Special Conditions, the Contractor shall submit a letter of undertaking to comply with integrity obligations (the "Integrity Undertaking") (in the form attached as Appendix 1 hereto) and hereby agrees to comply with the code of conduct and policies (the "Code of Conduct") attached to the Integrity Undertaking. The Contractor shall



not engage in any unfair acts, including but not limited to, collusion in the process of bidding, winning a bid, contract execution and implementation and shall not provide any bribes or entertainment treats (including offering special employment opportunities to relatives) to executives and employees of the Employer or any relevant public officials.

- (b) *Subcontracts.* The Contractor shall not subcontract any part of this Contract or engage any third party subcontractor without the prior written consent of the Employer.
- (c) *Assignment.* The Contractor shall not assign this Contract or any of its rights and obligations hereunder to any third party without the prior written consent of the Employer.
- (d) *Tax and Duties.* Unless otherwise specified in the Special Conditions, the Contractor shall be solely liable for all taxes, duties and other similar imposts that arise in connection with this Contract.
- (e) *Obligation to Report.* In the event of a situation or cause that may materially affect this Contract and the performance thereof, the Contractor shall immediately notify the Employer in writing.

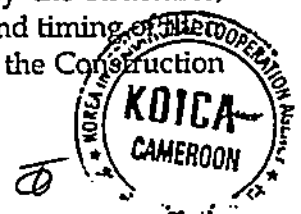
#### Article 1.13 Severance and Waiver

- (a) The provisions of this Contract shall be enforceable independently of each of the others and their validity shall not be affected if any of the others is deemed to be unenforceable, invalid or void.
- (b) A waiver of any right provided by this Contract must be in writing. The Employer's omission to exercise or delay in exercising any right provided by this Contract shall not constitute a waiver of that or any other right. Unless otherwise specified in this Contract, the Employer shall be entitled to exercise all rights provided hereunder at any time without any restriction.

### Article 2 – The Employer

#### Article 2.1 Delivery of the Site

- (a) The Employer shall grant the Contractor access to the Construction Site in accordance with this Contract and shall deliver the Construction Site to the Contractor within the period specified in the Special Conditions ("Site Delivery"). Notwithstanding the preceding sentence, where a phased or shared use of the Site is anticipated under this Contract, the Contractor's right to occupy or access the Construction Site may be restricted.
- (b) Where the Employer has decided to deliver with the Site Delivery the structures, facilities and access roads within the Construction Site, the method and timing of the delivery shall be set out in the Detailed Terms and Conditions and the Construction Specifications.



- (c) The Site Delivery shall be conditional upon the Contractor's provision of the Bank Guarantee for Performance.
- (d) If the Employer fails to timely deliver the Site in breach of this Contract and as a result the Contractor is delayed and/or incurs additional costs and expenses, the Contractor shall be entitled to request an extension to the Completion Deadline in accordance with Article 18.1 hereof. However, if the Employer's delay in delivering the Site is for reasons attributable to the Contractor (including without limitation errors or delays in the Contractor's delivery of the Performance Guarantee or a parent guarantee, the Contractor's delay in obtaining Governmental Authorizations required to undertake the Construction Works), the Contractor shall be prohibited from requesting an extension to the Completion Deadline.

## Article 2.2 Governmental Authorizations

If requested by the Contractor, the Employer shall provide reasonable assistance to the Contractor in order to obtain the following Governmental Authorizations under the relevant Laws of the Recipient Country:

- (i) Governmental Authorizations to be obtained by the Contract pursuant to Article 1.9;
- (ii) Governmental Authorizations (including customs clearance) required to transport or transship all goods and materials required for the Construction Works; and
- (iii) Governmental Authorizations required to remove the Contractor's equipment from the Construction Site.

## Article 3 – The Construction Supervisor

### Article 3.1 Construction Supervisor

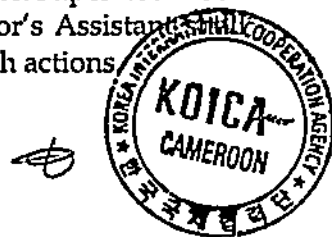
- (a) In order to ensure the proper implementation of the Project, the Employer shall be entitled to appoint the Construction Supervisor to undertake the following tasks for and on behalf of the Employer:
  - (i) to generally oversee and supervise the Construction Works;
  - (ii) to instruct, provide approvals, and liaise with the Contractor in connection with this Contract and the Contractor's compliance herewith; provided that all instructions and approvals shall be in writing unless the matter is of an urgent nature;
  - (iii) to inspect or examine (or to oversee the inspection/examination process) the materials to be used for the Construction Works and the Project generally;
  - (iv) to inspect the parts of the Project that are completed, to undertake an inspection of the completed Construction Works (the "Completion Inspection") and to oversee the delivery of the Construction;
  - (v) to undertake all duties and obligations set out in this Contract and the Laws of the Recipient Country applicable to the Construction Works; and



- (vi) to undertake all other duties delegated to the Construction Supervisor by the Employer.
- (b) The Employer shall promptly notify the Contractor if it appoints the Construction Supervisor in accordance with Article 3.1(a) above.
- (c) Unless otherwise expressly provided for in this Contract, the Construction Supervisor shall be deemed to have acted on behalf of the Employer to the extent it has exercised its rights or fulfilled its obligation under this Contract. The Construction Supervisor shall not amend or modify this Contract without the prior written consent of the Employer.
- (d) The Construction Supervisor shall neither exempt the Contractor from any of its duties or obligations under this Contract nor increase or decrease any duty or obligation of the Contractor under this Contract without the approval of the Employer. None of the approvals, opinions, confirmations, verifications, agreements, investigations, examinations, instructions, notices, proposals, requests, tests and other similar actions (including disapprovals or failure to submit opinions) undertaken (or not undertaken) by the Construction Supervisor on behalf of the Employer shall be construed as a waiver, exemption or release of the Contractor's duties, obligations (including responsibility for errors, omissions, inconsistencies, defects and non-compliance), or guarantees under this Contract.
- (e) The Construction Supervisor's failure to expressly approve or disapprove the Construction Works, equipment or materials, or the Construction Supervisor's delay in approving or disapproving the Construction Works, equipment or materials shall not be construed to be an approval thereof and such failure or delay on the Construction Supervisor's part shall not, in any way, affect the right of the Employer to reject the Construction Works, equipment or materials.
- (f) If the Contractor (acting reasonably) determines that the Construction Supervisor's instructions or decisions violate the terms of this Contract or hinder the performance of this Contract, it may, after detailing the specific circumstances and issues to the Employer, request that the Employer take necessary measures.
- (g) The Contractor must submit to the Construction Supervisor copies of all documents that are submitted to the Employer.

#### Article 3.2 Construction Supervisor's Assistant

- (a) The Construction Supervisor may authorize a specific person(s) to undertake specific tasks and may, at any time, withdraw or revoke such authorisation.
- (b) The specific person(s) authorised by the Construction Supervisor pursuant to paragraph (a) above (the "Construction Supervisor's Assistant") may instruct the Contractor as necessary within the scope of that authority. All approvals, confirmations, verifications, agreements, investigations, examinations, instructions, notices, proposals, tests and other similar actions undertaken by the Construction Supervisor's Assistant shall have the same effect as if the Construction Supervisor itself undertook such actions; provided that the Construction Supervisor's Assistant have acted within the authority granted to it when undertaking such actions.



## Article 4 - The Contractor

### Article 4.1 General Obligations of the Contractor

- (a) The Contractor shall be responsible for completing the Construction Works and for repairing any defects to the same in accordance with this Contract and the instructions of the Employer.
- (b) The Contractor shall provide all personnel, goods, consumables and services required for the Construction Works and for repairing any defects in the same in a timely manner.
- (c) The Contractor shall complete the Construction Works in accordance with the Design Documents and in a safe and proper manner. The Contractor's obligation to complete the Construction Works in a proper manner shall include undertaking work that any skilled developer would have undertaken to complete the Construction Works (even if such work is not specified in this Contract).
- (d) The Contractor shall be responsible for selecting the appropriate construction method and for safely managing the Construction Site. The Contractor hereby warrants that the Contractor Documents, all temporary constructions and provisional works, and all design of all equipment and materials required to complete the Construction Works are compliant with terms of this Contract and further confirms and agrees that it will be liable for all inconsistencies and non-compliance thereof.
- (e) If the Contractor wishes to propose a new method or construction method regarding the Construction Works or any part thereof, the Contractor must submit to the Construction Supervisor details of such proposed new method(s) prior to commencing work on the relevant Construction Works. If the Contractor wishes to make a material change to the method or construction method specified and agreed under this Contract, the Contractor must provide the Employer with prior written notice of such proposed changes, unless the changes are required on an urgent basis or if the Contractor reasonably determines there to be a risk of damage to the Construction Works or of bodily injury, in which case, the Contractor may, on an exceptional basis, take appropriate countermeasures and thereafter (but within 48 hours) provide written notice of the change in the construction method.
- (f) Nothing in this Contract shall be construed as authorizing the Contractor to undertake the Construction Works or to take measures that may result in any change to the Contract Price and/or to this Contract. All such actions shall be subject to the prior written approval of the Construction Supervisor.
- (g) Unless otherwise specified in this Contract:
  - (i) for each individual process, the Contractor shall submit to the Construction Supervisor the Contractor Documents in accordance with the procedures specified in paragraphs (h) and (i) below and the Construction Specification; and
  - (ii) such Contractor Documents shall be prepared either in English or in Korean in accordance with the Construction Specification and the Design Drawing. Additionally, additional information requested by the Construction Supervisor shall be included so that the design can be adjusted or reflected in the Design Drawing.



Prior to commencing the Completion Inspection, the Contractor shall submit to the Construction Supervisor the Contractor Documents, completion documents, the Construction Specification and/or the management and maintenance manual prepared in accordance with the Construction Supervisor's instructions. Such documents shall contain sufficient information necessary for the Employer to manage, maintain, deconstruct, reassemble, adjust and repair the relevant area or parts of the Construction Works.

- (h) When submitting the Contractor Documents in accordance with paragraph (g) above:
- (i) the Contractor shall provide the Construction Supervisor with [four (4)] copies of each document within the period set out in this Contract or as agreed in writing by the Parties; and
  - (ii) where the Construction Supervisor notifies the Contractor that it cannot approve the Contractor Documents or the amended Contractor Documents or that the submitted Contractor Documents do not comply with the terms of this Contract, the Contractor shall amend such Contractor Documents as promptly as possible so that they comply with the terms of this Contract and submit them for the Employer's review.
- (i) If the Contractor wishes to propose any amendments, it must specify the proposed amendments and the reasons for the same in detail and must submit the same together with any other information (and their supporting documents) reasonably requested by the Construction Supervisor. To the extent the Contractor's proposal is to amend Contractor Documents that have already been submitted, the Contractor shall re-submit such documents reflecting the proposed amendment(s) in accordance with the procedures set out in paragraph (h) above.
- (j) The Employer's or the Construction Supervisor's review of, approval of or expression of opinion on the Contractor Documents under this Contract is solely to oversee the Contractor's fulfilment of its obligations; thus any approval, expression of opinion, review or other similar action (including disapproval, absence of opinion or review) by the Employer or the Construction Supervisor or its agent shall not absolve the Contractor from any warranties, obligations or liability for any errors, omissions, inconsistencies, defects or nonconformity in the Contractor Documents. The absence of an explicit refusal to accept the Contractor Documents shall not be construed to be an approval and shall not, in any way, affect the right of the Employer to reject the Contractor Documents submitted in accordance with this Contract.
- (k) The Contractor shall permit the Employer or any person designated by the Employer to visit the Construction Site or to inspect the accounting books of the Contractor and other documents or records related to the Contractor's fulfilment of the Contract.
- (l) Even if the Contractor becomes subject to criminal punishment, civil liability or administrative sanctions for violating this Contract or applicable Laws, the Contractor shall not be released from its responsibilities and obligations hereunder, and if the Contractor violates the Laws of the Recipient Country regarding the Construction Works, is sanctioned by the judicial authorities, and is thereby delayed in completing the Construction Works, the Contractor shall indemnify the Employer for damages suffered and such compensation shall be separate from the sanctions imposed by judicial authorities of the Recipient Country.



- (m) The Contractor shall not engage in any action that may interfere with the Construction Works or cause damage to the Employer, and shall indemnify the Employer for any damage suffered by the Employer as a result of causes attributable to the Contractor.

**Article 4.2 Performance Guarantee**

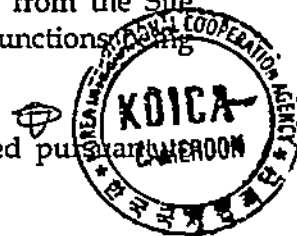
- (a) Unless otherwise specified in the Detailed Terms and Conditions, the Contractor shall, by the [Effective Date] pay the Employer a cash amount equivalent to [15%] of the Contract Price to guarantee the performance of its obligations hereunder (the "Cash Guarantee") or deliver to the Employer a Bank Guarantee for Performance in lieu of the Cash Guarantee. If the Employer agrees to exempt the Contractor from providing the whole or a portion of the Cash Guarantee, the Contractor shall deliver to the Employer a letter of undertaking pursuant to which it undertakes and covenants to pay the Cash Guarantee amount in cash upon the occurrence of certain events, including a breach by it of this Contract (the "Letter of Undertaking").
- (b) If the Contract Period is extended or the Contract Price is increased due to changes in design of the Construction (the "Design"), each in accordance with this Contract, the Contractor shall provide the Employer with an updated Bank Guarantee for Performance reflecting the increased Contract Price or shall pay an additional Cash Guarantee. Unless otherwise specified in the Detailed Terms and Conditions, the updated Bank Guarantee for Performance or payment of the additional Cash Guarantee (as the case may be) must be submitted or paid within fourteen (14) days of the date on which the Contract Period is extended or the date on which the increase in the Contract Price is approved (as the case may be).
- (c) The Cash Guarantee shall guarantee the performance of this Contract from the Effective Date until a specific date falling after the end of the Contract Period; provided that, if the Contractor has, in lieu of the Cash Guarantee, delivered the Bank Guarantee for Performance or the Letter of Undertaking, each such document shall specify that the guarantee period shall expire sixty (60) days after the end of the Contract Period, unless otherwise agreed by the Parties.
- (d) If the Contractor submits the Bank Guarantee for Performance in lieu of the Cash Guarantee, the Contractor shall be liable for all fees, taxes and expenses incurred in connection with the issuance, preparation, extension, replacement and execution of such Bank Guarantee for Performance; provided that if the extension to the Contract Period which results in an extension to the initial guarantee period is for reasons not attributable to the Contractor, the costs incurred thereby shall be compensated by the Employer, such compensation not to exceed any actual costs incurred, subject to the Contractor submitting objective evidence (such as receipts) of the costs incurred.
- (e) If deemed necessary, the Employer may request that the Contractor provide a guarantee issued by its parent company (a "Parent Company Guarantee") to guarantee the Contractor's performance of this Contract. The Parent Company Guarantee shall be in a form and substance approved by the Employer.
- (f) If the Contractor fails to fulfill its obligations hereunder, the Performance Guarantee shall vest in the Employer and the Employer shall have the right to terminate this Contract. If in respect of a long-term construction works contract, the Contractor fails to enter into a second or subsequent contract, the Employer may construe such failure as the Contractor's refusal to comply with its contractual obligations and accordingly, the Performance Guarantee shall vest in the Employer.



- (g) Where the Contractor has submitted the Letter of Undertaking, the Employer may demand immediate payment of an amount equivalent to the Performance Guarantee upon the occurrence of an event which results in the vesting of the Performance Guarantee in the Employer. The Contractor shall pay the relevant amount under the Performance Guarantee (in cash) within the period prescribed by the Employer.
- (h) None of the monies paid or received under the Performance Guarantee that vests in the Employer pursuant to paragraphs (f) or (g) above shall be used by the Employer to offset against any outstanding amounts payable in respect of a part(s) of the Construction Works that are already completed. For the avoidance of doubt, notwithstanding the preceding sentence, where the Contractor has been exempted from paying the Cash Guarantee under the proviso in paragraph (a) above and fails to pay the Cash Guarantee amount in breach of the Letter of Undertaking, the Employer may offset the Cash Guarantee amount (or a part thereof) against the amount equivalent to the outstanding amount payable in respect of a part(s) of the Construction Works that are already complete.
- (i) Upon expiry of the Contract Period or upon the Contractor's fulfilment of all of its obligations under this Contract, the Employer shall return the Performance Guarantee to the Contractor upon the Contractor's request.

#### **Article 4.3 Construction Site Manager**

- (a) The Contractor shall appoint a person to represent it on the Construction Site (the "Site Manager"). When notifying of the commencement of the Construction Works under Article 4.17, the Contractor shall submit its letter appointing the Site Manager.
- (b) If the name of the Site Manager is not stated in the Detailed Terms and Conditions, the Contractor shall provide the Construction Supervisor with the name and details of the person it wishes to appoint as the Site Manager [fifteen (15)] days prior to the scheduled Commencement Date and obtain the approval of the Employer or the Construction Supervisor before the Commencement Date.
- (c) If the Construction Supervisor withholds or revokes its approval of the Site Manager candidate submitted by the Contractor, the Contractor shall nominate another candidate and provide the Construction Supervisor with such candidate's name and details. The Contractor shall not revoke the appointment of the Site Manager or replace the Site Manager without the prior written approval of the Construction Supervisor.
- (d) If the Site Manager is absent from the Site during the Construction Works, the Contractor shall, subject to obtaining the prior written approval of the Construction Supervisor, appoint another appropriate person and notify the Construction Supervisor of such appointment.
- (e) The Site Manager shall receive instructions from the Construction Supervisor in accordance with Article 3.1 hereof for and on behalf of the Contractor.
- (f) The Site Manager may delegate its authority or functions to a person possessing the requisite capabilities and functions. Any such delegation shall be effective from (and be subject to) the Construction Supervisor's receipt of a written notice from the Site Manager specifying the name of the delegatee and the power and functions delegated.
- (g) The Site Manager and any delegatee of the Site Manager (appointed pursuant to





paragraph (f) above) must be fluent in the languages set out in Article 1.4 hereof. If the Site Manager is not fluent in the languages specified in Article 1.4 hereof, the Contractor shall employ an interpreter at its own cost and expense and take all such measures necessary to ensure that there are no difficulties in communicating with the Construction Supervisor.

#### Article 4.4 Subcontracting

- (a) The Contractor may, subject to obtaining the prior written consent of the Construction Supervisor, subcontract a part of the Construction Works but the Contractor shall not subcontract the whole of the Construction Works.
- (b) When seeking the prior written approval of the Construction Supervisor under paragraph (a) above, the Contractor shall provide the Construction Supervisor with details of the subcontractor, including, without limitation, the following:
  - (i) the relevant performance history of the subcontractor;
  - (ii) the terms and conditions of the subcontract as proposed by the subcontractor or the principal terms and conditions of the subcontract; and
  - (iii) financial information necessary to determine whether the subcontractor has the requisite capacity or such other information requested by the Construction Supervisor.
- (c) The Employer's consent to subcontract shall not release the Contractor from any warranties, guarantees, covenants, undertakings, obligations or liability hereunder, and the Contractor shall be liable for any and all acts, omissions or non-performance of the subcontractor, its agent(s) and/or its executives and employees.
- (d) In relation to any subcontract, the Contractor shall notify the Construction Supervisor of the following:
  - (i) the scheduled commencement date of each subcontracted service (which notice shall be provided [twenty-eight (28)] days prior to such scheduled commencement date) and/or matters otherwise agreed in writing by the relevant parties; and
  - (ii) the actual commencement at the Site of each subcontracted service.
- (e) If the Employer becomes aware that the subcontractor may suspend rendering its services under the subcontract or cancel or terminate the subcontract due to the Contractor's failure to comply with its payment obligations under the subcontract, the Employer may, in its sole discretion, pay the subcontractor directly and notify the Contractor of the same. In such case, the Employer shall be entitled, with prior notice to the Contractor, to deduct the amount directly paid to the subcontractor from the amount payable by it to the Contractor.
- (f) The Contractor shall indemnify and hold harmless the Employer from any loss, damage or costs incurred by the Employer as a result of the Contractor's failure to pay the subcontract price.
- (g) If the Employer makes any payment directly to the employee(s) or the subcontractor(s) of the Contractor in order to comply with applicable Laws, governmental orders or arbitral award, the Contractor shall reimburse the Employer for such payment made.



- (h) The Employer may deduct or offset any amount payable by the Contractor from any amount payable by the Employer to the Contractor.

**Article 4.5 Cooperation in respect of Relevant Construction Works**

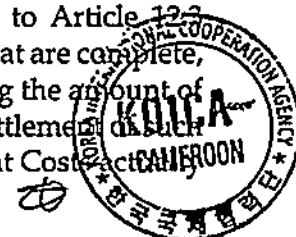
If there are other construction works close to or related to the Construction Works hereunder (the "Relevant Construction Works"), the Contractor shall take all necessary measures to ensure that the Relevant Construction Works are not hindered or disrupted.

**Article 4.6 Standards and Criteria**

The Contractor shall, in compliance with this Contract and the instructions of the Construction Supervisor, establish standards or criteria to be applied to the Construction Works. The need to apply the standards or criteria consistently shall not excuse any breach by the Contractor of this Contract or the instructions of the Construction Supervisor or the Contractor's omission to take action under this Contract or in accordance with the instructions of the Construction Supervisor unless the Contractor has obtained the prior written approval of the Employer.

**Article 4.7 Safety Obligations**

- (a) In undertaking the Construction Works and any repair works, the Contractor shall comply with all safety and health-related Laws of the Recipient Country and shall strictly abide by the Employer's safety and health-related policies and standards (including, but not limited to, the safety management manual attached to the Special Conditions) (collectively referred to as the "Standards" in this Article 4.7). The Contractor shall submit to the Construction Supervisor documents evidencing that it has complied with the safety and health-related Laws and Standards.
- (b) The Contractor shall prepare and submit to the Employer the safety, environment and quality management plan specified in Article 4.17(a)(iv) hereof, conduct safety inspections to prevent industrial accidents, and take all necessary measures, including without limitation installing safety facilities and purchasing insurance. The costs for undertaking all necessary measures for safety management (the "Safety Management Costs") must be more than 0.5% of the Contract Price (which, for the purposes of the calculations hereunder shall be the Contract Price excluding any reserve funds (to the extent the Contract Price is inclusive of any reserve funds)) and the Contractor shall prepare and submit to the Employer the Calculation Statement reflecting the Safety Management Costs as a separate line item. The safety, environment and quality management plan specified in Article 4.17(a)(iv) hereof must include details of how the Safety Management Costs will be utilised.
- (c) The Contractor must utilize the Safety Management Costs in compliance with the safety, environment and quality management plan submitted at the time the Notice of Commencement is made and in compliance with the applicable safety and health-related Laws of the Recipient Country. When requesting (pursuant to Article 12.3 hereof) payment in respect of the portions of the Construction Works that are complete, the Contractor shall also submit to the Employer documents evidencing the amount of Safety Management Costs actually expended and request the *ex post* settlement of such costs. When requesting the *ex post* settlement of the Safety Management Costs,



expended, the Contractor shall also attach to its request a confirmation letter from the Construction Supervisor. In settling *ex post* the Safety Management Costs actually expended, the Employer shall have the right to deduct from the Contract Price such amounts that have been used for a different purpose, that have not been used or for which evidence is insufficient.

- (d) Even if the Safety Management Costs actually expended are in excess of the amounts stated in the Calculation Statement, if the Employer considers such expenditure to have been appropriate based on the evidence and the Construction Supervisor's confirmation letter submitted pursuant to paragraph (c) above, the Employer, within reason, may approve and settle such additional amounts. In such case, the Contractor shall submit to the Employer an updated safety management plan for the Employer's approval.
- (e) The Contractor must directly undertake all works that relate to the settlement of payment of the Safety Management Costs and is hereby restricted from delegating any such duties or obligations to a third person.

#### Article 4.8      Quality Assurance

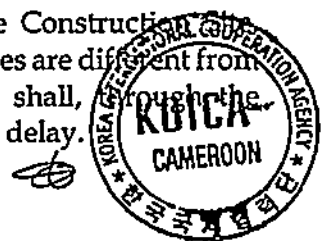
- (a) The Contractor must prepare and submit to the Employer a quality management plan that is compliant with this Contract and the Construction Specification. The Contractor must further submit all such documents evidencing its compliance with such quality management plan and the procedures specified therein, as requested by the Construction Supervisor. The Construction Supervisor shall have the right to inspect and verify the implementation status of the quality management plan.
- (b) The Contractor's compliance with the quality management plan shall not release or exempt the Contractor from any warranties, guarantees, covenants, undertakings, obligations or liability hereunder.

#### Article 4.9      Sufficiency of Contract Price

- (a) Unless otherwise specified in this Contract, the Contract Price (including any reserve funds, if any) shall be considered to be sufficient to cover all expenses necessary for the Contractor to perform all of its obligations under this Contract, including, without limitation, the Construction Works, tests, commissioning, completion of construction and repairing of defects. The Contractor hereby represents and warrants the sufficiency of the Contract Price for these purposes.
- (b) Unless otherwise specified in this Contract, the Contractor shall be responsible for all costs (including but not limited to taxes) incurred in undertaking the Construction Works, and shall be liable for all risks associated with the Construction Works and the completion thereof.

#### Article 4.10      Notification of Site Status

- (a) If during the Construction Works the Contractor finds that the Construction Works, including but not limited to the geology, water, underground utilities are different from the details specified in the Design Documents, the Contractor shall, through the Construction Supervisor, notify the Employer of the same without delay.



- (b) Upon receipt of the notice under paragraph (a) above, the Employer shall promptly cause the Construction Supervisor to inspect the Site and to submit an opinion on whether a change (in accordance with Article 11.2 hereof) to the Construction Works is required. The Employer may instruct the Contractor to modify the construction design in accordance with Article 11.2 hereof, taking into consideration the opinions and comments of the Construction Supervisor.

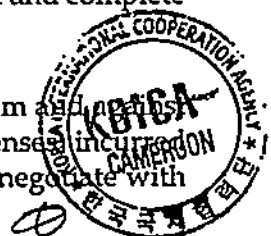
**Article 4.11 Site Access and Removal of Obstructions**

- (a) Unless otherwise specified in this Contract, the Employer shall provide the Contractor with effective access and a right to occupy the Site. If passages or facilities outside the Construction Site is required to carry out the Construction Works, the Contractor shall obtain the same (or the rights to the same) at its own cost and risk.
- (b) The Contractor shall not unnecessarily or improperly obstruct public traffic on the roads or the Site, or infringe the rights of owners or occupants of adjacent facilities or lands. The Contractor hereby indemnifies and holds harmless the Employer from all damages, losses and expenses (including legal advisory fees and expenses) arising out of its violation of the obligations hereof.
- (c) The Contractor hereby acknowledges and approves the appropriateness and availability of the access road(s) to the Site. The Contractor shall take all necessary measures (including operating vehicles that comply with weight, width and height restrictions set by the Laws and installing appropriate signs) to prevent damage to roads or bridges within the Site.
- (d) Except as otherwise specified in this Contract:
- (i) the Contractor shall be responsible for maintaining and repairing any damage to the access road(s);
  - (ii) the Contractor shall install signs, including direction signs on the access road(s) and obtain all necessary Governmental Authorizations in respect thereto;
  - (iii) the Employer shall not guarantee the appropriateness or availability of a specific access road, and shall not be liable for any claims thereon; and
  - (iv) any costs incurred as a result of an access road being unsuitable or unavailable for use by the Contractor shall be borne by the Contractor.

**Article 4.12 Transportation of Goods**

Except as otherwise specified in this Contract:

- (a) The Contractor shall notify the Employer of the anticipated delivery to the Site of all equipment or major goods required for the Construction Works twenty-one (21) days prior to the scheduled delivery date thereof.
- (b) The Contractor shall be responsible for the packaging, shipping, transportation, loading and unloading, storage and protection of all goods required to undertake and complete the Construction Works.
- (c) The Contractor hereby indemnifies and hold harmless the Employer from and against all damages, losses and expenses (including legal advisory fees and expenses) incurred in relation to the transportation of all goods and further undertakes to negotiate with



and to indemnify any third parties for all claims arising in respect of transportation of the goods.

**Article 4.13 Bringing Equipment On-Site**

The Contractor shall be responsible for all equipment related to the Construction Works. Equipment brought onto the Site shall be used only for the Construction Works. The Contractor shall obtain the consent of the Employer or the Construction Supervisor prior to removing any major equipment from the Site.

**Article 4.14 Protection of the Environment**

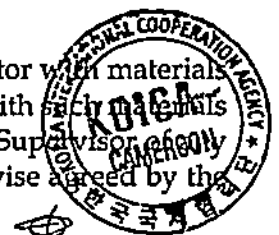
- (a) The Contractor shall take all reasonable procedures to protect the Site and its surrounding environment, and to reduce and prevent pollution, noise, dust, and all such other damage that may occur to people and property in connection with the Construction Works.
- (b) The Contractors shall comply with all Laws, policies, standards (including the Standards), procedures of the government of the Recipient Country as well as the requirements of the Employer.
- (c) The Contractor shall ensure that air pollutants, wastewater, wastes and other pollutants generated in the course of implementing this Contract shall not exceed the tolerance limit set by the Construction Specification or the applicable Laws of the Recipient Country.
- (d) Wastes generated at the Construction Site shall be the responsibility of the Contractor and the Contractor shall deal with the same at its own cost and expense in compliance with all relevant Laws of the Recipient Country.

**Article 4.15 Electricity, Water, Gas, Steam**

- (a) The Contractor shall be responsible for procuring all of the electricity, water, gas, steam and other services required to undertake the Construction Works.
- (b) Prior to utilizing the electricity, water, gas, steam and other utilities and services on the Site for the Construction Works, the Contractor shall obtain the written approval of the Construction Supervisor. The Contractor shall be liable for any and all costs arising in connection with the utilization and measurement (including any measuring equipment used) of such utilities and services.
- (c) The Contractor shall consult with the Construction Supervisor regarding the use, usage and usage costs of the electricity, water, gas, steam and other utilities and services described herein.

**Article 4.16 Equipment and Materials Furnished by the Employer**

- (a) The Employer shall, at its own cost and expense, supply the Contractor with materials described in the statement. The Contractor who has been furnished with such materials shall inspect the materials and immediately notify the Construction Supervisor of any quantity shortage, defects or damage to the materials. Unless otherwise agreed by the



Parties, the Employer shall remedy any quantity shortage, defect or damage notified by the Contractor.

- (b) After the process of inspection and remedy as described in paragraph (a) above is complete, the Contractor shall be responsible for protecting and storing the materials furnished by the Employer.

#### Article 4.17 Commencement and Progress Reports

- (a) The Contractor shall commence the Construction Works in accordance with this Contract, and upon commencement, the Contractor shall submit to the Employer the Notice of Commencement, which statement shall include the following documents:
  - (i) a report on the designation of a construction engineer in accordance with the construction-related Laws of the Recipient Country (or, if no such Laws exist in the Recipient Country, a report on the designation of a construction engineer in accordance with the construction-related Laws of Korea or a report on the designation of a construction engineer in the form and substance satisfactory to the Employer);
  - (ii) construction schedule (this must, in principle, be the construction schedule that has been approved by the Employer unless there is a justifiable reason (such as there being not enough time to obtain prior approval), in which case the construction schedule hereunder may be the latest version submitted to the Employer);
  - (iii) appointment letter in respect of the Site Manager;
  - (iv) safety, environment and quality management plan;
  - (v) personnel and equipment commitment plan for each stage of the Construction Works;
  - (vi) photo of the Site taken before commencement of the Construction Works;
  - (vii) the Calculation Statement (unless the Calculation Statement is submitted at the time of executing this Contract or before commencement of the Construction Works, in which case, the obligation hereby to submit the Calculation Statement shall only apply if there have been any changes since submission); and
  - (viii) matters stipulated in the Detailed Terms and Conditions, such as subcontract matters requiring approval and such other documents or information designated or requested by the Employer.
- (b) If, during its fulfilment of its obligations under this Contract, changes are required to the documents set out in paragraph (a) above due to changes in the Design or to the provisions of this Contract, the Contractor shall, without delay, submit such modified documents to the Employer for approval.
- (c) If the Employer determines that changes or adjustments are necessary to the documents submitted in accordance with paragraph (a) above, it may request that the Contractor re-submit such documents after making the necessary changes or adjustments.
- (d) The Employer may require the Contractor to submit by the 14<sup>th</sup> day of each month the following documents regarding the progress of the Construction Works in respect of the previous month, and in such case, the Contractor shall comply with such request.



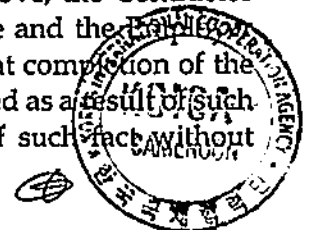
- (i) monthly progress rate and the monetary value of the Construction Works carried out in the relevant month;
  - (ii) manpower and equipment committed to the Construction Works and status of materials in the relevant month;
  - (iii) changes to this Contract and adjustments to the Contract Price;
  - (iv) photos of the Site showing progress of the Construction Works; and
  - (v) such other matters as may be specified by the Employer.
- (e) In addition to and separate from the monthly reports described in paragraph (d) above, the Employer may request regular reports on other matters relating to the Construction Works, including details of countermeasures to be adopted in respect of delays in the Construction Works.

#### Article 4.18 Site Management

- (a) Unless otherwise specified in this Contract, the Contractor may restrict access to the Site of persons other than the Contractor Personnel, the executives and employees of the Employer and the Construction Supervisor (collectively, the "Employer Personnel") and any persons (including persons who have entered into a contract with the Employer) of whom the Employer notifies the Contractor. With respect to the safety of the Site, the Contractor shall be responsible for the management of the Contractor's equipment, the Employer's equipment, facilities, materials and all other properties and personnel on the Site.
- (b) The Contractor shall ensure that no unnecessary obstacles are left unattended at the Site whilst the Construction Works are being undertaken and the Contractor shall be responsible for the proper storage and removal of its equipment or surplus materials. The Contractor must remove waste, hazardous substances and temporary construction facilities that are no longer needed from the Site.
- (c) Upon the issuance of a taking over certificate, unless otherwise specified in this Contract, the Contractor shall remove from the Site all of its equipment, materials, waste, hazardous substances and temporary construction facilities. The Contractor shall maintain the Site and Construction in a clean and safe condition. Without prejudice to the generality of the foregoing, the Contractor may, subject to obtaining the Employer's consent, keep at the Site such goods required to fulfil its defect repair obligations during the Defect Notification Period.

#### Article 4.19 Obstructions

- (a) Where fossils, coins, treasures or antiques, artifacts (including structures) and items with geological or archaeological value are found on the Site, the Employer shall determine how to deal with them unless otherwise specified by applicable Laws. The Contractor shall take reasonable precautions to ensure that its employees or other persons do not remove or damage such finds.
- (b) Upon discovering any of the finds described in paragraph (a) above, the Contractor shall immediately notify the Construction Supervisor of the same and the Employer shall deliver instructions regarding such finds. If it is expected that completion of the Construction will be delayed or that additional costs will be incurred as a result of such finds, the Contractor shall notify the Construction Supervisor of such fact without



delay.

**Article 4.20 Management of Civil Complaints**

- (a) In implementing the terms of this Contract, the Contractor shall use its best efforts to ensure that residents residing near the Construction Site are not inconvenienced by the Construction Works and to not engage in disputes with such residents.
- (b) The Contractor shall promptly resolve any complaints regarding the Construction Works that are raised by residents residing near the Construction Site or any disputes arising therefrom at its own cost and risk. Under no circumstances will the Contractor be entitled to request an extension of the Completion Deadline or an increase in the Contract Price because of complaints raised by residents residing near the Construction Site or such other objections related to the Project or the Construction Works which occur in the Recipient Country.

**Article 4.21 Obligations of Integrity**

- (a) Based on mutual trust with the Employer, the Contractor hereby undertakes to comply with the Code of Conduct that are included in this Contract, and further undertakes not to engage in any unfair acts, including without limitation, collusion during the bidding, selection, contracting process and whilst carrying out its contractual obligations hereunder, and to not provide any unfair benefits, including without limitation money and goods, entertainment (including employment opportunities to relatives) to the Employer's executives, employees and to public officials.
- (b) Unless otherwise specified in this Contract, the Contractor shall submit to the Employer the Integrity Undertaking (in the form set out in Appendix 1 hereto) with the Cde of Conduct attached thereto.

**Article 5 – Management of Manpower**

**Article 5.1 Construction Site Workers**

- (a) The Contractor shall hire workers with the skills and experience needed for the construction or management of the Construction Works, and shall be liable for all acts taken (or not taken) by such workers.
- (b) If the Employer determines that a worker hired by the Contractor is not suitable for the construction or management of the Construction Works and requests the replacement of such worker, the Contractor shall immediately replace such worker. The Contractor shall not re-hire the replaced worker for the construction or management of the Contract without the separate approval of the Employer.
- (c) The Contractor shall manage its personnel in compliance with the labor-related Laws of the Recipient Country. All costs arising in connection with such management shall be borne solely by the Contractor.

**Article 5.2 Remuneration and Working Conditions of Workers**





Within 72 hours of the Construction Supervisor's request, the Contractor shall provide documents evidencing that all wages payable to its employees and workers have been paid. If the Employer becomes aware that the Contractor has failed to pay its employees and workers their wages, the Employer may, in its sole discretion, pay such wages directly to the Contractor's employees and workers, with notice to the Contractor. Any amount of wages that are paid directly by the Employer in this way may be deducted from the Contract Price payable by the Employer to the Contractor.

### **Article 5.3      Employer Personnel**

The Contractor shall not solicit, attempt to solicit or cause to be solicited any of the Employer Personnel for its own benefit.

### **Article 5.4      Compliance with Labor Laws**

- (a) The Contractor shall comply with any and all Laws relating to employment (including wages and working hours), health, safety, benefits and immigration applicable to the Contractor Personnel.
- (b) The Contractor shall ensure that all Contractor Personnel shall comply with any and all applicable Laws, including Laws relating to health and safety at construction sites.

### **Article 5.5      Occupational Safety and Health**

- (a) The Contractor shall take all reasonable measures necessary to maintain the health and safety of the Contractor Personnel. The Employer may provide the Contractor with reasonable support necessary for the Contractor to comply with its obligations of occupational safety and health.
- (b) The Contractor shall appoint and deploy at the Site an occupational safety and health manager who shall be responsible for ensuring safety and preventing accidents on the Site. The occupational safety and health manager shall be suitably qualified with relevant experience and competency required for the job and shall have the authority to give instructions regarding the safety and health of all personnel (whether workers or visitors) at the Site and to take all such measures necessary to prevent accidents on the Site. During the Contract Period, the Contractor shall provide the occupational safety and health manager all the support necessary or required in order for such manager to properly exercise his/her authority.
- (c) In the event of an accident related to occupational safety and health, the Company shall promptly notify the Construction Supervisor of the details of such accident. The Contractor shall prepare and maintain records of its employees' health, safety, benefits and property damage, as reasonably requested by the Construction Supervisor. When the Contractor applies for payment in respect of the portions of the Construction Works that are complete pursuant to Article 12.3 hereof, the Contractor shall also prepare a separate expense record of the occupational safety and health-related expenses incurred during the relevant period or work and submit the same to the Employer together with all supporting documents.

### **Article 5.6      Contractor Personnel**



- (a) All Contractor Personnel shall be suitably qualified, proficient and experienced in the field in which they work. The Construction Supervisor shall be entitled to request the replacement of any Contractor Personnel, including the representative of the Contractor, if any of the following is found to be applicable:
- (b)
  - (i) where misconduct or negligence persists;
  - (ii) where the relevant personnel is incompetent or negligent in performing his/her duties;
  - (iii) where the relevant personnel fails to comply with the provisions of this Contract; or
  - (iv) where the relevant personnel continues to engage in acts that are detrimental to safety, health or the protection of the environment
- (c) The Contractor shall not delay in taking measures to replace the relevant personnel with someone more suitable.

#### Article 5.7 Management of Contractor Personnel

- (a) The Contractor shall take all reasonable measures to prevent the illegal acts, riots or disorderly conduct of the Contractor Personnel, and to preserve and protect the tranquility, lives and property on the Site and around the Site.
- (b) The Contractor shall comply with and implement regulations, orders and requirements of the Government Authorities of the Recipient Country regarding the prevention and quarantine of infectious diseases.
- (c) The Contractor shall take all measures necessary, including strengthening internal and external gender equality training for the Contractor Personnel (including its subcontractors and partners), to prevent sexual harassment and sexual violence and shall ensure that sexual harassment and sexual violence (whether in verbal or non-verbal form) does not occur during the implementation of and in relation to the performance of the Construction Works.

### Article 6 – Equipment, Materials and Technology

#### Article 6.1 Construction Method

The Contractor shall undertake the Construction Works in good faith (i) in accordance with the construction methods set out in this Contract, (ii) as a constructor qualified and experienced in accordance with international construction industry practice, and (iii) using appropriate equipment, new materials and facilities.

#### Article 6.2 Inspection of Materials

- (a) Materials to be used for the Construction Works must all be new and must meet the quality assurance standards of the Recipient Country. The quality, specifications, product name of each material must conform to the Design Documents. If such materials



are not clearly specified in the Design Documents, the materials used must be new and of standard quality or higher as acceptable to the Employer and must be the most suitable material for achieving the purpose of this Contract.

- (b) Before using any material, the Contractor shall submit samples, introductory documents, etc. for inspection by the Employer or the Construction Supervisor, and any materials that are rejected shall be immediately replaced and be subject to re-inspection.
- (c) Materials rejected at the end of the inspection process described in paragraph (b) above must not be used for the Construction Works. If the Contractor objects to the inspection results under paragraph (b) above, it may request that the Employer re-inspects the relevant material.
- (d) If the Contractor requests an inspection or re-inspection (under paragraph (c) above) of the materials to be used for the Construction Works, the Employer must not delay without justifiable reasons.
- (e) The Contractor must immediately remove from the Site and replace any rejected materials. If the Contractor fails to remove and replace such rejected material, the Employer may itself remove or replace the rejected materials and any costs incurred as a result shall be borne by the Contractor.
- (f) The Contractor shall be liable for all costs arising in connection with inspection of the materials and shall not be entitled to request an extension to the Completion Deadline as a result of the inspection or re-inspection of the materials.
- (g) If any of the materials requires testing or combining, such testing or combining shall be conducted by the Contractor in the presence of the Employer.
- (h) Construction Works involving the construction or installation of structures underwater or underground, or of structures that will not be easy to inspect after completion of the Construction, shall be constructed and installed in the presence of the Construction Supervisor; provided that if the Contractor obtains the prior written approval of the Construction Supervisor and it is possible to verify the construction method through photos, videos and other similar methods, the relevant Construction Works may be carried out without the presence of the Construction Supervisor.
- (i) If the Contractor undertakes the Construction Works in violation of any of the conditions in paragraphs (a) through (h) above, or in a way that does not conform to the Design Documents, the Employer shall be entitled to demand that Construction be re-constructed or alternatively constructed.
- (j) Nothing in paragraphs (b) through (i) above shall entitle the Contractor to request an increase or decrease to the Contract Price or an extension to the Completion Deadline; provided that, if upon a re-inspection of materials pursuant to paragraph (c) above, it is determined that the relevant material was indeed suitable, the Contractor may request an extension of the Completion Deadline up to the period of time that was required to complete the relevant re-inspection.

#### Article 6.3 Testing and Commissioning

- (a) This Article 6.3 shall apply to all tests undertaken under and pursuant to this Contract.
- (b) If requested by the Construction Supervisor, the Contractor must submit a testing and



commissioning plan in respect of the Construction Works within [sixty (60)] days of the Effective Date. The testing and commissioning plan shall include the following details:

- (i) the type of tests to be conducted;
  - (ii) the location, number of tests and frequency of testing;
  - (iii) testing and commissioning conditions (including normal operating conditions and emergency operating conditions);
  - (iv) participants (must include a person designated by the Construction Supervisor);
  - (v) form of the test results report; and
  - (vi) such other requirements specified in the Construction Specification.
- (c) The Construction Supervisor shall review the testing and commissioning plan. If, upon review, the Construction Supervisor determines that the testing and commissioning plan does not conform with this Contract, the Construction Supervisor shall notify the Contractor of the results of its review (including the reasons for its conclusions) in writing.
- (d) Upon receipt of the notice mentioned in paragraph (c) above, the Contractor shall promptly revise the testing and commissioning plan at its own cost and expense and re-submit the same to the Construction Supervisor.
- (e) The Contractor shall provide any and all documents and other information, and access to electricity, equipment and device, fuel, consumables, system, materials, services, and suitably qualified and experienced employees required to perform the testing and commissioning specified in this Contract, and shall bear all of the costs incurred in connection therewith.
- (f) Unless otherwise agreed by the Parties, the Contractor must conduct all testing and commissioning in accordance with the approved testing and commissioning plan. The Employer, the Construction Supervisor and such other Employer Personnel hereby have the right to attend all tests.
- (g) The Construction Supervisor may request that the Contractor change the location and details of a testing and commissioning or conduct additional testing and commissioning. If, as a result of such changes or additional testing and commissioning, it is determined that the relevant equipment, materials or technology do not conform with this Contract, all related costs shall be borne by the Contractor.
- (h) If the Construction Supervisor fails to appear at the test site at the agreed time, and does not provide any separate instructions, the Contractor may perform the testing and commissioning as scheduled.
- (i) With respect to all testing and commissioning performed under this Contract, the Contractor shall prepare and submit to the Employer a report or certificate. If the results of the relevant testing and commissioning are positive, the Construction Supervisor shall either approve and accept the Contractor's testing and commissioning certificate or issue a certificate having the same effect. If the Construction Supervisor fails to attend a testing and commissioning, the related report shall be deemed to have been approved.

**Article 6.4 Re-testing and Re-commissioning**

- (a) If an investigation, inspection, survey or testing and commissioning shows the facilities,



materials, design or technologies (or any part thereof) to be defective or non-conforming with this Contract, the Employer may refuse to accept such facilities, materials, design or technologies after sending the Contractor a written notice stating the reasons for its refusal. The Contractor must, at its own cost and expense, promptly repair any defects, and resolve or remedy the issues raised in the Employer's notice of refusal and ensure that the relevant facility, material, design or technology conform with this Contract.

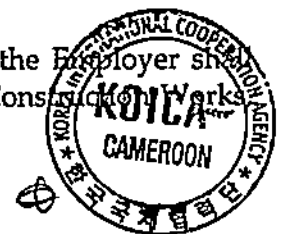
- (b) If the Construction Supervisor requests the re-testing and re-commissioning of any facility, material, design or technology, such re-testing and re-commissioning shall be conducted under the same conditions as the previous test. Any costs incurred by the Employer due to its refusal to accept any facility, material, design or technology or any re-testing and re-commissioning thereof shall be borne by the Contractor.
- (c) Where an inspection of the exterior of the Construction is insufficient or inappropriate to confirm the presence of any defects, the Employer may instruct the Contractor to open a part or parts of the Construction in order to re-test and re-commission the relevant part thereof. The Contractor shall not be entitled to request an extension of the Completion Deadline or an adjustment to the Contract Price as a result of such re-testing and re-commissioning.
- (d) If a re-testing and re-commissioning under paragraph (c) above shows any part of the Construction to be defective or non-conforming with this Contract, any and all costs incurred in order to repair and remedy such defects shall be borne by the Contractor.

#### **Article 6.5 Non-conforming Construction Works**

- (a) Regardless of the results of the test or certification, the Construction Supervisor may instruct the Contractor as follows:
  - (i) to remove and replace such facilities or materials that do not conform with this Contract;
  - (ii) to remove and re-do works that do not conform with this Contract; and
  - (iii) to undertake, on an urgent basis, work that is required to preserve the safety of the Construction Works, regardless of the reasons (including accident or unpredictable events).
- (b) The Contractor shall comply with the Construction Supervisor's instructions within the time specified, or immediately if the matter is urgent under paragraph (a)(iii) above.
- (c) If the Contractor fails to comply with the instructions, the Employer may hire a third party to perform the works in accordance with the relevant instructions. In this case, the Contractor shall bear all costs and expenses incurred by the Employer due to the Contractor's failure to comply with the instructions, including such costs incurred to hire the third party.

#### **Article 6.6 Ownership of Facilities and Materials**

To the extent permitted by the Laws of the Recipient Country, the Employer shall acquire ownership of the facilities and materials relating to the Construction Works free from any and all encumbrances and restrictions, either:



- (i) when such facility or material is delivered to the Site; or
- (ii) when the Contractor becomes entitled to claim payment for such facilities and materials,

whichever occurs earlier.

## Article 7 – Commencement, Delay, Suspension of Construction Works

### Article 7.1 Commencement

Unless otherwise specified in this Contract, the Contractor shall commence the Construction Works on the scheduled Commencement Date set out in the Detailed Terms and Conditions ("Commencement of Construction"). Unless the applicable Laws of the Recipient Country require Governmental Authorizations to be obtained for the Commencement of Construction, the Contractor shall deliver the Notice of Commencement in accordance with Article 4.17 hereof and obtain the Employer's approval to the same by the scheduled Commencement Date. The date of Commencement of Construction shall be deemed to be the date on which the relevant Governmental Authorization is obtained or filed and accepted (if under the Laws of the Recipient Country, such Governmental Authorization is required to be obtained or filed) or on the date the Employer approves the Contractor's notification of Commencement of Construction (as the case may be).

### Article 7.2 Completion Deadline

Unless otherwise specified in this Contract, the Contractor must complete and handover the Construction Works to the Employer by the Completion Deadline; provided that, to the extent the Construction Works are subject to milestones hereunder, the relevant sections of the Construction Works shall be completed and handed over to the Employer within the relevant milestone deadline. For the avoidance of doubt, completion of the Construction Works herein shall mean such time when the Employer completes its Completion Inspection and is ready to issue a taking over certificate.

### Article 7.3 Contract Program

- (a) The Contractor shall submit to the Employer the fully detailed Contract Program for the Construction Works within twenty-one (21) days from the Effective Date.
- (b) The Employer shall have twenty-one (21) days from the date it receives the Contractor's Contract Program pursuant to paragraph (a) above to review and notify the Contractor of its comments. If upon review, the Employer determines that the Contract Program for the Construction Works as submitted by the Contractor does not conform with the conditions of this Contract, the Employer's notice mentioned in the immediately preceding sentence shall include details of the same, including reasons for the Employer's determination.
- (c) Upon receipt of the Employer's notice of its determination under paragraph (b) above, the Contractor shall revise the Contract Program for the Construction Works to reflect



the Employer's comments and submit the same within seven (7) days of the date it receives the Employer's notice.

- (d) If the Employer determines that the Contractor's Contract Program for the Construction Works reflects the terms and conditions of this Contract, it shall approve the Contract Program for the Construction Works (the "Approved Contract Program") and notify the Contractor of its approval.
- (e) The Approved Contract Program shall be the basis for calculating the progress rate of the Construction Works.
- (f) Upon the Employer's request, the Contractor shall prepare and submit to the Employer a progress report containing details of the core process and performance schedule.
- (g) The progress report prepared and delivered pursuant to paragraph (f) above shall provide the basis for the Parties' discussions regarding progress-related issues and requisite measures.
- (h) If the Employer determines that the actual progress rate of the Construction Works is slower than as planned under the Approved Contract Program, it shall have the right to request that the Contractor prepare and submit a detailed performance schedule.
- (i) If the Contractor fails to prepare and submit a detailed performance schedule, despite the Employer's request, the Employer may withhold payment of the Contract Price until such time the Contractor submits the requested detailed performance schedule.
- (j) The performance schedule prepared pursuant to paragraph (f) above, shall not replace the Approved Contract Program unless otherwise approved in writing. For the avoidance of doubt, unless the Employer approves changes to the Approved Contract Program in writing, the Contractor shall undertake the Construction Works in accordance with the Approved Contract Program, regardless of the submission of the performance schedule or the Parties' discussions regarding progress-related issues and shall be liable for any delays vis-a-vis the Approved Contract Program.
- (k) The Employer's comments and opinions on the Contract Program for the Construction Works, the Approved Contract Program, and the performance schedule shall not release the Contractor from any of its obligations or responsibilities hereunder and shall not constitute a waiver of the Employer's rights vis-à-vis the Contractor.

#### Article 7.4 Extension of the Completion Deadline

- (a) The Contractor may extend the Completion Deadline in accordance with Article 18.1 hereof if the Contractor is unable to handover the Construction to the Employer on the date specified in the Approved Contract Program or on the Completion Deadline due to the occurrence of any of the following events affecting the core process in the Approved Contract Program:
  - (i) changes to the Design under Article 11.3 hereof;
  - (ii) conditions for which the Contractor is hereby granted a right to request an extension of the Completion Deadline; or
  - (iii) such other causes attributable to the Employer.
- (b) Upon the occurrence of an event described in paragraph (a) above that warrants an



extension to the Completion Deadline, the Contractor shall notify the Employer, through the Construction Supervisor, in accordance with Article 18.1 hereof.

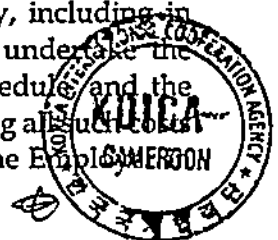
- (c) If the Employer approves the extension of the Completion Deadline in accordance with Article 18.1 hereof, the Contractor shall revise the Approved Contract Program to reflect the extended Completion Deadline and submit the same to the Employer.
- (d) The Employer shall review the revised Approved Contract Program (the "Revised Contract Program") submitted by the Contractor in accordance with paragraph (c) above and shall notify the Contractor whether or not the Revised Contract Program is approved in accordance with Article 7.3(d) hereof. The Revised Contract Program approved by the Employer shall be the Approved Contract Program under Article 7.3(d) hereof.
- (e) The Contractor may not request an extension to the Completion Deadline for any delays in any other process other than core process under the Approved Contract Program.

#### Article 7.5 Delays due to Government Authorities

- (a) To the extent delays, which could not have been foreseen at the time of entering into this Contract, are caused by Government Authorities of the Recipient Country, notwithstanding the Contractor duly complied with all applicable Laws of the Recipient Country, including all procedures prescribed by and instructions of the Government Authorities of the Recipient Country, the Contractor may by written notice request an extension to the Completion Deadline, which notice shall (i) explain the impact of the delays caused by the Government Authorities on the Construction Works, (ii) confirm that none of the delays or causes thereof is attributable to the Contractor, and (iii) attach documentary evidence in support of (i) and (ii).
- (b) The Contractor shall not be entitled to request an adjustment to the Contract Price as a result of any extension of the Completion Deadline pursuant to paragraph (a) above.

#### Article 7.6 Management of Delays in Progress

- (a) Upon the occurrence of any of the following, the Employer may require the Contractor to prepare and submit a detailed performance schedule containing specific methods for complying with the progress rate specified in the Approved Contract Program:
  - (i) if any core process, such as the construction of the frame), is suspended for one (1) month or more; or
  - (ii) if the actual rate of progress is delayed by 10% or more compared with the progress rate specified in the Approved Contract Program under Article 7.3 above.
- (b) Unless the Employer separately opines or comments on the detailed performance schedule submitted by the Contractor under paragraph (a) above, the Contractor shall undertake the Construction Works in accordance with such submitted detailed performance schedule. The Contractor shall take all actions necessary, including in relation to manpower, materials, construction methods, in order to undertake the Construction works in accordance with the detailed performance schedule and the Contractor shall be liable for all costs arising in relation thereto, including all such costs incurred by the Employer. The payments made by the Contractor to the Employer





accordance with this Article are separate from the liquidated damages specified in Article 7.7 below.

- (c) Instead of agreeing to extend the Completion Deadline under Article 7.4 above, the Employer may instruct the Contractor to accelerate the Construction Works (by committing additional equipment and manpower to shorten the construction period) or require the Contractor to submit a plan for accelerating the Construction Works.
- (d) If, pursuant to paragraph (c) above, the Employer requires the Contractor to submit a plan for accelerating the Construction Works, the Contractor shall submit such plan, which plan shall include details of the following:
  - (i) processes requiring accelerated work and plans to commit additional resources;
  - (ii) requirement to amend the Approved Contract Program and the Completion Deadline; and
  - (iii) costs for accelerating the works and comments regarding the adjustment of the Contract Price on account of such costs.
- (e) If the Contractor submits the plan for accelerating the Construction Works in accordance with paragraph (d) above, the Employer shall review the same without delay and either approve the same as is or request that amendments be made.

#### Article 7.7 Liquidated Damages

- (a) If the Contractor fails to comply with the Completion Deadline under Article 7.2 above, the Contractor shall be liable to pay the Employer liquidated damages. Liquidated damages shall be calculated by multiplying the number of days of delay (commencing from the day after the Completion Deadline under Article 7.2 and ending on the day the Construction Works pass the Completion Inspection) by the amount or percentage designated by this Contract.
- (b) The Employer may offset the amount of liquidated damages payable by the Contractor against the Contract Price payable by it to the Contractor.
- (c) The amount of liquidated damages payable shall be capped at the amount specified in the Detailed Terms and Conditions.
- (d) The Contractor's payment of liquidated damages shall not relieve the Contractor of its obligations or responsibilities hereunder.
- (e) Where the Employer is entitled to demand payment of liquidated damages hereunder, the Employer shall request that the Contractor take the necessary measures within a reasonable period of time in accordance with Article 13.1 hereof and if the Contractor fails to comply, the Employer may terminate this Contract in accordance with Article 13.2 hereof.
- (f) If the amount of liquidated damages payable exceed the Performance Guarantee amount, the Employer shall be entitled to terminate this Contract.

#### Article 7.8 Suspension of Construction Works

- (a) The Employer may suspend the Construction Works at any time. If the Construction



Works are suspended by the Employer, the Contractor must take appropriate protective measures to prevent any loss or damage to the Construction Works already in place.

- (b) The Contractor must not remove any materials out of the Site during the period of suspension without the Employer's written consent.
- (c) The Employer shall notify the Contractor of the reason(s) for suspending the Construction Works.
- (d) If the Construction Works are suspended pursuant to this Article 7.8 for more than 180 consecutive days, the Contractor may request the Employer to resume the Construction Works. The Employer shall have twenty-eight (28) days from the date of such request to notify the Contractor whether the Construction Works can be resumed. If the Employer fails to notify the Contractor whether the Construction Works can be resumed within the twenty-eight (28)-day period specified above, the Contractor shall be entitled to notify the Employer that the relevant Construction Works affected by the suspension will be excluded from the scope of any Design Change (as defined below) under Article 11 hereof. If the affected Construction Works constitute the whole of the Construction Works under this Contract, the Contractor shall be entitled to terminate this Contract.

#### **Article 7.9      Resumption of Construction Works**

If the Employer instructs or notifies the Contractor to resume the Construction Works, the Employer and the Contractor shall jointly inspect the Construction Works and equipment and materials that were affected by the suspension. The Contractor shall be responsible for repairing any part of the Construction Works, equipment or materials that have been damaged during the period of suspension.

### **Article 8 – Completion Inspection**

#### **Article 8.1      Completion Inspection - Contractor's Obligations**

- (a) The Contractor must conduct the Completion Inspection.
- (b) The Contractor shall notify the Employer (through the Construction Supervisor) of the Completion Inspection twenty-one (21) days prior to the scheduled date of the same (the "Notice of Completion Inspection"). Unless special circumstances exist, the period for completing the Completion Inspection shall be fourteen (14) days from its date of commencement.
- (c) When delivering the Notice of Completion Inspection under paragraph (b) above, the Contractor must also submit to the Construction Supervisor the documents listed in Article 4.1(g)(ii) hereof. To the extent the Contractor is unable to attach certain of the documents to the Notice of Completion Inspection, the Construction Supervisor and the Contractor may agree to adjust the submission date; provided that under no circumstances will the Contractor be permitted to apply for a taking over certificate or claim that the Completion Inspection has completed without submitting all of the documents listed in Article 4.1(g)(ii) hereof.



- (d) Unless otherwise specified in this Contract, the Completion Inspection shall be conducted in accordance with the Construction Specification and an inspection plan approved by the Employer.
- (e) The Employer shall issue and deliver to the Contractor a taking over certificate immediately upon completion of the completion inspection in accordance with this Article.

## Article 8.2 Failed Completion Inspection

If all or any part of the Construction fails to pass the Completion Inspection, the Employer may, in its sole and absolute discretion:

- (i) conduct an inspection as specified in Article 8.1 of the part which has failed to pass the inspection;
- (ii) refuse to accept all or a part of the Construction; or
- (iii) issue a taking over certificate, on the condition that the Contractor shall continue to perform its obligations hereunder and the Employer shall be entitled to adjust the Contract Price downwards to reflect the decrease in the value of the Construction on account of the part(s) that has/have failed the Completion Inspection.

## Article 9 – Acceptance of the Construction Works by the Employer and Site Clean-up

### Article 9.1 Acceptance and Issuance of the Taking Over Certificate

- (a) If the Completion Inspection of the Construction is completed and it is confirmed that the Construction has completed in accordance with the terms of this Contract and within the Completion Deadline, the Employer shall accept the whole or a part of the Construction and issue a taking over certificate in respect thereof.
- (b) Fourteen (14) days prior to the date on which it deems handover of the Construction (in whole or in part) to the Employer will be possible, the Contractor may apply for issuance of a taking over certificate; provided that, the Contractor shall not apply for the taking over certificate until it has submitted all of the documents specified in Article 4.1(g)(ii) hereof. If the Contractor determines that independent use or handover of only a part of the Construction is possible due to the nature of the Construction, the Contractor shall apply for a taking over certificate in respect of such relevant part.
- (c) The Employer shall take one of the following actions within twenty-eight (28) days from the date it receives the notice or application under paragraph (b) above:
  - (i) issue a taking over certificate stating therein that the Employer has accepted all or a part (excluding such parts not constructed and defects that do not fundamentally affect the Construction Works) of the Construction on the terms prescribed in this Contract; or
  - (ii) issue a response to the Contractor refusing the request to issue a taking over certificate and specifying details of the Construction that are incomplete and where additional work is required (in which case the Contractor shall complete



the specified incomplete Construction Works and re-apply for the issuance of a taking over certificate).

- (d) The Parties hereby acknowledge and agree that the Employer shall not be liable for the Construction to the extent the Employer has not issued a taking over certificate in accordance with this Article 9.1.
- (e) After the issuance of a taking over certificate, the Contractor must remove, at its own cost and expense, its equipment, remaining materials, wastes, and temporary installations and such other facilities and materials from the Site.
- (f) If any of the Contractor's equipment, remaining materials, wastes, and temporary installations and such other facilities and materials are not removed from and remain on the Site [twenty-eight (28) days] after the issuance of the taking over certificate for the whole of the Construction, the Employer shall be entitled to sell or dispose of them and the Employer shall be entitled to seek from the Contractor the reimbursement of any costs and expenses incurred by it as a result of it undertaking such sale or disposal.
- (g) The Employer may offset or deduct the costs and expenses it incurs under paragraph (f) above from the Contract Price under Article 12.6.

#### **Article 9.2 Partial Acceptance of the Construction Works**

- (a) The Employer has the right to accept only a part of the Construction.
- (b) Unless agreed separately in writing, the Employer shall not use the Construction (or any part thereof) before the issuance of a relevant taking over certificate. To the extent the Employer uses the Construction (or any part thereof) prior to the issuance of a taking over certificate without any specific reason, the following shall apply:
  - (i) the Employer shall be deemed to have accepted such part of the Construction that it uses as of the date it commences such use;
  - (ii) the Contractor shall not be responsible for the management of such part; and
  - (iii) the Employer shall issue a taking over certificate (for the relevant part) upon the Contractor's request.
- (c) If the Employer has come to use all or any part of the Construction through a written agreement between the Parties or due to reasons attributable to the Contractor, such use shall not constitute deemed acceptance by the Employer and the Contractor shall remain responsible for the management of the Construction until such time the Employer issues a relevant taking over certificate under Article 9.1 above.
- (d) If the Employer issues a taking over certificate in accordance with paragraph (b)(iii) above, the Contractor shall complete all incomplete Construction Works and commence the Completion Inspection process as soon as practicable and in any case by no later than the expiration of the Defect Notification Period.
- (e) If in the course of handover to and acceptance by the Employer the Contractor incurs any costs and expense for reasons not attributable to it, the Contractor may notify the Employer of the same and request a corresponding adjustment of the Contract Price.
- (f) If a taking over certificate is issued for only a part of the Construction, the Contractor's liability for delay shall be decreased in proportion to the ratio of the monetary value of



the works accepted against the Contract Price for the whole of the Construction. The same shall apply in respect of the liquidated damages payable under Article 7.7 above. Notwithstanding the foregoing, the cap on liquidated damages shall continue to be based on the Contract Price and remain unchanged.

- (g) The following provisions shall be applicable in priority to other provisions:
- (i) liquidated damages that have accrued before the Employer accepts any part of the Construction or issues a taking over certificate in respect thereof shall not be subject to any reduction; and
  - (ii) if any part of the Construction is accepted or a taking over certificate in respect thereto is issued after the Completion Deadline has lapsed, the Contractor shall be liable for delay in respect of the entire Construction Works.

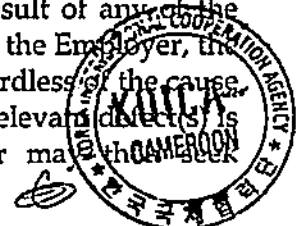
## Article 10 – Liability for Warranty against Defects

### Article 10.1 Completion of the Remaining Construction Works and Repair of Defects

- (a) The Contractor shall undertake the following actions within the Defect Notification Period to ensure that the Construction complies with and satisfies the conditions required under this Contract:
- (i) complete the matters specified in the punch list (a list of unfinished parts and defects that do not fundamentally affect the Construction Works) prepared at the time of issuance of the relevant taking over certificate; and
  - (ii) repair any defects or damages in all or any part of the Construction.
- (b) If the Contractor determines that it will be difficult to fulfil the obligations under paragraph (a)(ii) above within the Defect Notification Period, it shall immediately notify the Employer of the additional period required to fulfil such obligations. In such case, the period for which the Contractor remains liable for the relevant defect shall be extended until the end of the additional period specified by the Contractor in its notice to the Employer.
- (c) The Contractor must notify the Employer of any newly discovered defects or damage in the process of implementing its obligations under paragraph (a) above.

### Article 10.2 Costs of Repair

- (a) The Contractor shall be liable for all costs and expenses incurred in repairing defects unless the defect was a result of any of the following and it is confirmed that the Contractor was at no fault, in which case, the Contractor may seek from the Employer reimbursement of the costs and expenses it incurred. For the avoidance of doubt, the Contractor shall not be entitled to refuse to repair any defects on the grounds that the cause of such defect has not been confirmed or the defect is a result of any of the following. In other words, upon receipt of a notice of defect(s) from the Employer, the Contractor shall immediately take action to repair the defect(s) regardless of the cause thereof and to the extent it is later confirmed that the cause of the relevant defect(s) is attributable to the Employer or a third party, the Contractor may seek reimbursement of the costs and expenses it incurred.



reimbursement from the Employer of its costs and expenses.

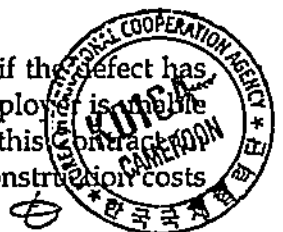
- (i) where the Employer designs the Construction or the Employer is responsible for the Design;
  - (ii) where the construction and works have been undertaken by a third party or the machinery and equipment are of a third party;
  - (iii) where the Construction has been inappropriately operated, maintained or managed.
- (b) In order to guarantee its repair obligations, the Contractor shall pay to the Employer an amount calculated by multiplying the defect security deposit rate (as specified in the Detailed Terms and Conditions) by the Contract Price (as may be adjusted hereunder) (the "Defect Liability Deposit") at the time the Taking over certificate is issued. If the Contractor fails to fulfil its obligations under Article 10.1 above within the Defect Notification Period, the Employer may pocket the Defect Liability Deposit; otherwise, the Employer shall return the Defect Liability Deposit to the Contractor on the date it issues its confirmation of completion of repair.
- (c) The Defect Liability Deposit under paragraph (b) above may be substituted by a guarantee issued by a financial institution approved by the Employer.

#### **Article 10.3      Extension of the Defect Notification Period**

In the event the whole of or a material part of the Construction is defective and cannot be used for its intended purpose, the Defect Notification Period in respect of the whole of or the relevant material part of the Construction shall recommence as of the date the relevant defect is repaired, fixed or replaced. If the Contractor has delivered to the Employer a guarantee issued by a financial institution in order to guarantee its repair obligations, the Contractor must update and re-submit such guarantee in respect of the Construction that have been repaired, fixed or replaced to reflect the extended Defect Notification Period.

#### **Article 10.4      Failure to Comply with Obligations to Repair**

- (a) If the Contractor anticipates that it will not be able to complete its repairs within the period designated by the Employer or other appropriate period, the Contractor must notify the Employer of the date by which it expects to complete its repairs.
- (b) If the Contractor fails to complete its repairs by the date notified in accordance with paragraph (a) above, it shall be liable for all costs and expenses arising as a result of such failure. The Employer may adopt or implement the following measures:
- (i) the Employer may undertake the repair works itself or by engaging a third party and the Contractor shall reimburse the Employer for all costs and expenses incurred in this regard;
  - (ii) the Employer may determine the cost of repairs and deduct such amount from the Contract Price; or
  - (iii) if the defect occurs in a material part of the Construction and if the defect has substantial impact on the entire Construction such that the Employer is unable to use it for its intended purpose, the Employer may terminate this Contract, in which case the Employer may claim from the Contractor all construction costs



already paid and all costs and expenses incurred in order to dismantle the Construction and clean-up the Construction Site).

**Article 10.5      Dismantlement of Defective Parts**

If a defect cannot be repaired, the Contractor may dismantle or remove the relevant part subject to obtaining written consent from the Employer. The Employer may decide at its discretion whether or not to agree to the dismantlement or removal of the defective part of the Construction and the Employer shall be entitled to claim damages arising as a result of the dismantlement or removal of the defective part of the Construction or to demand that the relevant part be re-constructed. In order to guarantee payment of damages related to the dismantlement or removal of the defective part of the Construction and/or payment of costs and expenses relating to any re-construction hereby, the Employer shall be entitled to demand an increase to the Defect Liability Deposit (notwithstanding Article 10.2(b) above) or that the Contractor takes other necessary measures.

**Article 10.6      Additional Inspection**

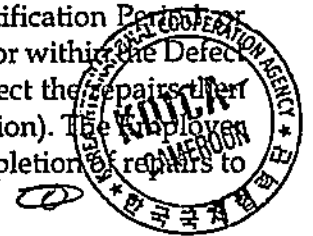
- (a) If the repair of any defect affects the functionality and efficiency of the Construction, the Employer shall be entitled to demand that the Contractor conducts a re-inspection, including the Completion Inspection.
- (b) The re-inspection shall be conducted by adopting the same method as used in the initial inspection.

**Article 10.7      Contractor's Right to Investigate the Cause of a Defect and to Access the Construction**

- (a) Until the Employer's issuance of its confirmation of completion of repairs, the Contractor may, subject to obtaining written consent from the Employer, access the Construction to the extent necessary in order to record, operate and repair the Construction.
- (b) Upon the Employer's request, the Contractor must investigate the cause of the defects. If, by the application of Article 10.2(a), the Contractor is not liable to bear the costs and expenses of repair, the costs and expenses incurred by the Contractor in connection with its investigation of the cause of the defects hereby shall be shared by the Employer and the Contractor in proportions to be separately agreed.

**Article 10.8      Issuance of Confirmation of Completion of Repairs**

- (a) The Contractor shall comply with its obligations under this Article 10 until a confirmation of completion of repairs is issued by the Employer.
- (b) The Employer shall issue a confirmation of completion of repairs within twenty-eight (28) days from the later of: (i) the expiration date of the Defect Notification Period, or (ii) the date on which the repair of the defect notified to the Contractor within the Defect Notification Period is completed (if the Parties have agreed to inspect the repairs then the relevant date shall be the date on which the repairs pass inspection). The Employer shall be entitled to delegate the issuance of the confirmation of completion of repairs to



the Governmental Authorities of the Recipient Country, and if the Governmental Authorities of the Recipient Country issues the confirmation, the Employer shall be deemed to have issued the same.

- (c) If the Parties agree on a provisional warranty period separate from the Defect Notification Period, the Contractor shall be responsible for repairing, at its own cost and expense, any latent defects that occur during such provisional warranty period, notwithstanding the issuance of the confirmation of completion of repairs. The Employer shall permit the Contractor to access the Construction for the purpose of inspection or repair of such latent defects, and the Contractor shall repair such latent defects within a reasonable period.
- (d) With regard to paragraph (c) above, if the Contractor fails to repair the latent defects within the period designated by the Employer, the Employer may, by using reasonable methods, repair such latent defects itself or through a third party and charge the Contractor for the costs incurred. The Contractor shall reimburse the Employer for all reasonable amounts expended in order to repair the relevant latent defects. The settlement by the Contractor of the Employer's costs and expenses regarding the repairs hereby shall not affect the Contractor's warranty obligations hereunder.
- (e) The Parties shall be responsible for complying with their respective obligations hereunder even after the issuance of the confirmation of completion of repairs. This Contract shall remain in effect to the extent the Parties continue to bear such responsibilities.

## Article 11 - Design Change and Adjustment of Contract Price

### Article 11.1 Settlement and Determination of the Contract Price

- (a) Unless otherwise specified in this Contract, the Contract Price shall be fixed and shall not be recalculated or reassessed.
- (b) To the extent *ex post* settlement is contemplated, and to the extent the Parties have agreed in writing, the Contract Price may be fixed *ex post* by applying the unit price to the volume of Construction Works completed.

### Article 11.2 Authority to Change the Design

- (a) At any time before the issuance of a taking over certificate, the Employer may change the design of the Construction Works (a "Design Change") by providing instructions or by accepting any change proposals of the Contractor.
- (b) The Contractor shall implement a Design Change.
- (c) A Design Change may include the following but the following shall not necessarily always constitute a Design Change:
  - (i) changes arising due to any uncertainty, omission, error, or contradiction in the Design Documents;





- (ii) changes arising because the conditions of the Construction Site, such as geological features and water, etc. are different from those specified in the Design Documents;
  - (iii) changes arising because it is clear that utilization of new technologies or construction methods will result in a reduction in the costs of construction and shorten the construction period;
  - (iv) such other changes, including additional work accompanied by partial changes to the Project, the deletion of a particular construction, a change in the construction plan, a change in the construction method, arising because the Employer deems it necessary for the proper implementation of the Project.
- (d) Where a Design Change is necessary pursuant to paragraph (c)(i) above, the Contractor shall, prior to implementing any Design Change, prepare documentation detailing the relevant matters and provide the same to the Employer through the Construction Supervisor. Promptly upon receipt of the Contractor's documentation and notice, the Employer shall determine whether it will implement a Design Change by adopting any one of the following methods and take the necessary measures in respect thereto:
- (i) where a Design Change is deemed necessary because of uncertainty or ambiguity in the Design Documents (for example, it is impossible to confirm the construction method or the materials required based only on the Design Documents), the Employer shall determine whether to agree to the Design Change after having confirmed the construction method and materials under the original Design Documents with a designer and having reviewed the unit price calculations or bills of quantity prepared by the Employer;
  - (ii) where a Design Change is deemed necessary because of any omission or error in the Design Documents, the Employer shall inspect and confirm the existence of such omission or error and supplement (or procure the supplementation of) the Design Documents to secure the functionality and security of the Project and Construction;
  - (iii) where the Design Drawing and Construction Specification are consistent with each other but a Design Change is deemed necessary because of a discrepancy between the Design Drawing and the Quantity Statement, the Employer shall procure that the Quantity Statement corresponds with the Design Drawing and Construction Specification;
  - (iv) where there are discrepancies between the Design Drawing and the Construction Specifications and discrepancies between the Quantity Statement and either the Design Drawing or the Construction Specifications, either the Design Drawing or the Construction Specifications shall be confirmed in priority in order to best facilitate the Construction Works and then the Quantity Statement shall be revised in line with the same.
- (e) Where a Design Change is deemed necessary pursuant to paragraph (c)(ii) above, the Contractor shall, without delay, prepare documentation detailing how the actual Site conditions differ from those detailed in the Design Documents and notify the Employer of the same via the Construction Supervisor. Upon the receipt of the Contractor's documentation and notice, the Employer shall immediately have the Construction Supervisor check the Site and submit its opinion on whether a Design Change is required and based on the Construction Supervisor's comments, the Employer shall notify the Contractor whether it agrees to a Design Change.
- (f) The Contractor shall not implement any Design Change before it receives the Employer's instructions to do so from the Employer.



- (g) Where a Design Change is deemed necessary pursuant to paragraph (c)(iii) above, the Contractor may, at its own cost and expense, propose to the Employer the following Design Changes (each a "Contractor Design Change Proposal"). Any Contractor Design Change Proposal shall include the Contract Program mentioned in Article 7.3 above updated to reflect the proposed matters, a detailed description of the proposed matters, related calculations and details of how the proposed Design Change will help save construction costs and shorten the construction period and such other matters to be considered.
  - (i) A Design Change proposal to shorten the overall construction period;
  - (ii) a Design Change proposal to help reduce construction costs;
  - (iii) a Design Change proposal that will enhance efficiency and effectiveness for the benefit of the Employer; and
  - (iv) such other Design Change proposals that are favorable to the Employer.
- (h) The Employer shall review the Contractor Design Change Proposal and notify the Contractor of its decision. The right to approve or reject the Contractor Design Change Proposal lies with the Employer.
- (i) The Contractor's failure to comply with its obligations hereunder shall, under no circumstances, be deemed to constitute a Design Change and shall not be a cause for adjusting the Contract Price or extending the Completion Deadline. To the extent the Employer incurs costs and expenses as a result of the Contractor's failure to comply with its obligations hereunder, the Employer may claim such costs and expenses from the Contractor and may offset such amounts from the Contract Price.
- (j) The Employer shall be entitled to instruct a Design Change and the Contractor must implement such Design Change even if an adjustment to the Contract Price or an extension to the Completion Deadline in respect of such Design Change is not agreed or decided.
- (k) A Design Change shall not modify or revise the terms and conditions of this Contract. If a Design Change comprises the exclusion of a part of the Construction from the scope of the Contractor's services hereunder, the Employer shall be entitled to undertake such works itself or through a third party. The Contractor hereby acknowledges and agrees that notwithstanding the foregoing, this Contract as a whole shall remain effective and it will not be considered partially terminated.

#### Article 11.3 Procedures for Changing the Design

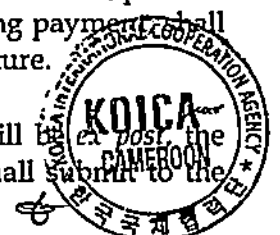
- (a) If the Employer instructs a Design Change, the Contractor shall, without delay, submit to the Employer a proposal containing the following:
  - (i) a construction execution plan that takes into account the Design Change and which includes a construction execution schedule;
  - (ii) a proposal required to modify the Approved Contract Program and the Completion Deadline under Article 7.3 above.
  - (iii) details of adjustments required, including to the Contract Price (and unit price under the Calculation Statement); and
  - (iv) such other matters of which the Employer should be informed.



- (b) Upon the receipt of the proposal under paragraph (a) above, the Employer shall, without delay, approve or reject the same. The Employer may request that the Contractor supplements the proposal. The Contractor must not delay the Construction Works while it waits for the Employer's decision on its proposals.
- (c) Subject to the Employer's decision under paragraph (b) above, the Employer shall issue Design Change instructions in writing. The issuance of such instructions shall not constitute the Employer's consent or agreement to the Contractor's proposal on the adjustment to the Contract Price and/or extension of the Completion Deadline.
- (d) Upon a Design Change, the Employer shall consult with the Contractor regarding any adjustment of the Contract Price under Article 11.4 and any extension of the Completion Deadline under Article 7.4.

#### Article 11.4 Adjustment of the Contract Price

- (a) Any adjustment of the Contract Price on account of a Design Change pursuant to Articles 11.2(c)(i), (ii), or (iii) shall be made in accordance with following criteria:
  - (i) if the quantity of an item or an item of expenditure specified in the Calculation Statement decreases or increases, the Contract unit price shall apply. If, at the time of its tender, the Employer announced an expected unit price, and if the Contract unit price is higher than the expected unit price, the expected unit price shall apply to any increased quantity; and
  - (ii) the unit price of an item or an item of expenditure not included in the Calculation Statement (includes cases where the items are the same but their functions and specifications are different) shall be the sum of the unit price calculated at the time of the Design Change (being the time the Employer confirms the amended Design Drawings (if changes to the Design Drawings are required) or the time the Parties agree in writing a Design Change (if changes to the Design Drawings are not required)) and the same unit price multiplied by the ratio of the bid price or of the Contract Price (the bid rate) vis-à-vis the expected price.
- (b) Any adjustment of the Contract Price on account of a Design Change pursuant to Article 11.2(c)(iv) above and the unit price of any increased quantity of materials or new items of expenditure shall be determined by mutual consultation between the Employer and the Contractor within the range of the unit price calculated at the time of the Design Change and the same unit price multiplied by the bid rate. If the Parties are unable to reach an agreement, the relevant unit price shall be 50/100 of the unit price calculated at the time of Design Change and the said unit price multiplied by the bid rate.
- (c) If the Contract Price is paid in multiple currencies, the currency of the Contract Price as adjusted by a Design Change shall be determined in accordance with the currency payment conditions set out in this Contract.
- (d) The Employer may instruct a Design Change under the condition of *ex post* settlement and if it does so, the Contractor shall, prior to procuring the requisite materials, provide the Employer a fee quote in respect of the same and when requesting payment shall provide the Employer with documentary evidence of actual expenditure.
- (e) If a Design Change is ordered on the condition that settlement will be *ex post*, the Contractor, when undertaking the relevant Construction Works, shall submit to the



Employer on a daily basis a work statement which shall include the following details:

- (i) the name and title of the Contractor's Personnel who has supervised the particular work and the number of hours s/he has worked;
  - (ii) the type of equipment and materials or items used by the Contractor and the hours of use; and
  - (iii) the quantity of equipment or materials used.
- (f) The Employer shall review the work statement provided in accordance with paragraph (e) above and shall sign and return the same if it determines that the work statement accurately reflects the status quo of the works. When requesting settlement of payment in respect of works completed, the Contractor shall attach the work statements signed by the Employer to its invoice.

#### Article 11.5 Change in Law

The Contract Price shall not be adjusted notwithstanding any changes in law (including the enactment of new legislation, revisions to existing laws, precedent changes, changes to enforcement ordinances and administrative rules, changes in authoritative interpretations).

#### Article 11.6 Fluctuations in Price and Exchange Rates

Unless otherwise specified in this Contract, the Contract Price shall not be adjusted for changes in the cost of labor, materials and other items required for the Construction Works during the Contract Period. The Contract Price shall not be adjusted due to exchange rate fluctuations.

#### Article 11.7 Provisional Sums

- (a) Provisional sums may be used, in whole or in part, only under the instructions of the Employer and the Contract Price shall be adjusted according to the use (if any) and records thereof. The total Contract Price paid to the Contractor shall be inclusive of all provisional sums paid at the instructions of the Employer in consideration for the works and/or the services rendered by the Contractor. With respect to the provisional sum, the Employer may instruct the Contractor:
- (i) regarding the Construction Works to be undertaken by and/or the services to be rendered by the Contractor;
  - (ii) to comply with the procedures for changing the Design as set out in Article 11.3 above; and
  - (iii) to submit details of direct and indirect expenses (including insurance premia, general management expenses, profits) incurred in the implementation of the Construction Works and/or the rendering of the services related to the provisional sum.
- (b) Upon the Employer's request, the Contractor shall submit to the Employer proof (including quotations, invoices, transaction details and receipts) of costs of Construction Works and/or services related to the provisional sum.



## Article 12 – Contract Price and Payment Methods

### Article 12.1 Contract Price

- (a) The Contractor shall be paid the whole of the Contract Price as stated in paragraph 1 of Section B of the Contract Agreement and/or the Detailed Terms and Conditions.
- (b) Unless otherwise specified in this Contract, the Contract Price is inclusive of all taxes, duties and fees, and other expenses, arising in connection with the Contractor's performance of this Contract.

### Article 12.2 Advance Payments

- (a) If the Employer makes an advance payment in accordance with the Special Conditions, the Contractor shall provide the Employer with a bank guarantee for advance payment. The advance payment made by the Employer is a non-interest-bearing loan and shall be used only for the purpose of performing this Contract.
- (b) The obligation of the Employer to make any advance payment is subject to the Contractor's submission of the following documents as a condition precedent:
  - (i) an application for payment of an advance payment;
  - (ii) documentary evidence confirming payment of the Cash Guarantee of the Bank Guarantee for Performance itself; and
  - (iii) a bank guarantee for advance payment (or, if the Employer agrees that it is not possible to have such bank guarantee for advance payment issued, a letter of undertaking from the Contractor covenanting and undertaking to return the advance payment).
- (c) Unless otherwise specified in the Special Conditions, the bank guarantee for advance payment shall be an irrevocable and unconditional marketable security issued by a financial institution approved by the Employer.
- (d) The amount of guarantee stated on the bank guarantee for advance payment must be more than the Employer's advance payment(s) and, unless otherwise specified in the Special Conditions, the bank guarantee for advance payment shall mature on the 60th day from the day following the Completion Deadline. The amount of guarantee stated on the bank guarantee for advance payment may be reduced in proportion to the ratio of progress payments paid up until Completion. If the maturity date is stated on the bank guarantee for advance payment and the guarantee matures prior to the Completion Date, the Contractor shall, by no later than twenty-eight (28) days prior to the maturity date, take measures to extend the maturity period to a time after when Completion is expected to occur. If the maturity date under the bank guarantee for advance payment is to be extended due to reason(s) not attributable to the Contractor, the costs of such extension shall be borne by the Employer.
- (e) Any outstanding amounts of the advance payment shall become immediately due and payable upon the occurrence of a termination event under this Contract and in such case, the Contractor shall immediately repay any outstanding amounts of its advance payment to the Employer.



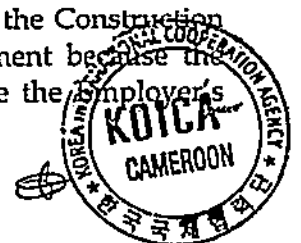
- (f) The Employer shall return the bank guarantee for advance payment to the Contractor within sixty (60) days of the date the taking over certificate for the whole of the Construction is issued, unless paragraph (e) shall apply.

**Article 12.3      Payments for Completed Parts**

- (a) The Contractor may deliver to the Employer progress reports containing details of the Construction Works undertaken during each period prescribed in the Detailed Terms and Conditions and seek the settlement of applicable payments related to parts of the Construction Works completed (the "Applicable Payments").
- (b) The Contractor's request for settlement of an Applicable Payment shall state the following:
- (i) the amount of the Applicable Payment the Contractor is seeking and all documents related to any Design Change issued up until the time of the Contractor's request for payment;
  - (ii) where payment is to be made in consideration for achievement of certain progress rates, confirmation of whether the relevant progress rate has been achieved;
  - (iii) where the Detailed Terms and Conditions provide for differently with respect to reserves, the total amount of reserves, the total amount of reserves available at the time of the Contractor's request for settlement of the Applicable Payment and the amount to be reserved from the Contractor's request for settlement of the Applicable Payment;
  - (iv) any amount to be deducted in light of any advance payment amounts repaid; and
  - (v) any other deductible amounts.

**Article 12.4      Payment of Applicable Payments and Issuance of Confirmation of Payment**

- (a) No payment whatsoever shall be made until the Contractor provides the Employer with the Performance Guarantee. Within twenty-eight (28) days of receiving the Contractor's request for settlement of an Applicable Payment with the relevant attachments, the Employer shall issue a confirmation stating the amount of Applicable Payment it determines to be payable. Such confirmation shall also detail the Employer's rationale for the amount of Applicable Payment specified therein.
- (b) The Employer shall issue its confirmation unless any of the following events occur:
- (i) where there are defects in the Construction Works undertaken by the Contractor or such works are inconsistent with this Contract yet the Contractor fails to take appropriate measures to cure such defects or inconsistencies and such failure results in repair and maintenance costs that exceed the agreed amount of the Applicable Payment;
  - (ii) where the cost of construction of the non-compliant part of the Construction Works exceeds the agreed amount of the Applicable Payment because the Contractor has failed to comply with its obligations despite the Employer's notice for rectification; or



- (iii) where the Contractor has failed to attach the Approved Contract Program and the progress report to its request for settlement of the applicable milestone payment.
- (c) Neither the Employer's issuance of its confirmation stating the amount of the Applicable Payment payable nor the Employer's settlement of the Applicable Payment shall constitute confirmation that the Contractor has completed the Construction in accordance with this Contract.
- (d) Unless otherwise specified in this Contract, the Employer shall pay the amount stated in the confirmation of the Applicable Payment amount within 30 days from the date the confirmation is issued. If the Employer pays the Applicable Payment amount after the 30-day period lapses, the Employer shall pay the Contractor default interest accruing at the agreed rate on the portion of the Applicable Payment that is late (if there is no agreed rate, the average interest rate for loans granted by Korean financial institutions (which means the loan interest rate applicable to the balance at a deposit bank as published in the Monthly Statistical Bulletin issued by the Bank of Korea) at the time of the relevant payment deadline shall apply).
- (e) Unless otherwise agreed by the Parties, the Applicable Payments shall be paid by wire transfer to a bank account designated by the Contractor. Any fees incurred in connection with the wire transfer shall be borne by the Contractor.
- (f) The Contractor hereby warrants the payment of remuneration to its workers and the workers of its subcontractors in accordance with this Contract and the Laws.
- (g) The Employer may withhold payment of all amounts payable hereunder, including the any Applicable Payments if any of the following occurs:
  - (i) defects;
  - (ii) the Contractor fails to provide the Performance Guarantee;
  - (iii) the Contractor fails to purchase insurance as required under this Contract;
  - (iv) the Contractor fails to complete the Construction Works by the Completion Deadline and the resultant liquidated damages for such delay are expected to exceed the amount of the Contract Price that remains payable and outstanding;
  - (v) the Contractor breaches a material term of this Contract;
  - (vi) the Contractor violates the Laws and loses its qualification as a contractor;
  - (vii) where there has been an over-payment of the construction costs; or
  - (viii) where the Parties disagree regarding the milestone payment requested by the Contractor and such disagreement becomes a dispute between the Parties.

#### Article 12.5 Payment of Reserves

- (a) If the Detailed Terms and Conditions provide for reserves to be paid, the Employer may waive the requirement under Article 10.2 above for the Contractor to provide a Defect Liability Deposit.
- (b) The retention rate of the reserves shall be specified in the Detailed Terms and Conditions.



- (c) Unless this Contract provides otherwise in respect of the repayment of reserves, the Employer shall return 50% of the reserves to the Contractor when the inspection process as set out in this Contract completes and a taking over certificate for all of the Construction Works is issued. The remaining 50% of the reserves shall be returned without delay upon expiration of the Defect Notification Period. If there is a part of the Construction Works for which the Contractor remains liable to repair any defects, the Employer shall be entitled to additionally reserve an amount equivalent to the costs required to repair such defects.

**Article 12.6 Payment for Completion**

- (a) Within sixty (60) days from the date the Contractor receives a taking over certificate from the Employer, the Contractor shall, together with supporting documents, submit to the Employer a draft statement of account, which shall include the following details:
- (i) details of the Construction Works undertaken by the Contractor and the corresponding amount payable in respect thereto; and
  - (ii) such other costs for which the Contractor may charge the Employer.
- (b) The Employer may reject the draft statement of account submitted by the Contractor and instead request the Contractor to amend or supplement the same, in which case, the Contractor shall amend and supplement the draft statement of account and submit the same to the Employer. Once agreed by the Employer and the Contractor, the draft statement of account shall constitute the "Statement of Accounts".
- (c) Where there is a dispute between the Employer and the Contractor regarding the final settlement amount, the Employer may pay only the portion of the final settlement amount which is undisputed between the Parties.
- (d) Upon closing of the dispute, the Contractor shall prepare the Statement of Accounts to reflect the results of the closed dispute and submit the same to the Employer.
- (e) The Employer shall have twenty-eight (28) days from the date it receives the Statement of Account under paragraph (d) above to sign and deliver the certificate of settlement to the Contractor. The certificate of settlement signed by the Employer shall include the following:
- (i) confirmation and acknowledgement that the settlement amount stated therein is the only amount payable by the Employer to the Contractor; and
  - (ii) confirmation that the settlement amount stated therein is reflective of all of the amount payable by the Contractor to the Employer and vice versa.
- (f) If the Contractor fails to request settlement of final payment, the Employer may instruct the Contractor to make its application for such settlement. If the Contractor fails to make its application within twenty-eight (28) days from the date of the Employer's instructions, the Employer may pay the Contractor such final settlement amount as it deems reasonable.
- (g) The Employer's payment of the final settlement amount does not constitute and shall not be construed as constituting the Employer's acknowledgement or approval or agreement that the Construction completed by the Contractor have been duly completed in accordance with this Contract.





## Article 12.7

### Currency of Payment

Unless otherwise specified in this Contract, the Employer shall pay the Contract Price in the currency stated in the Detailed Terms and Conditions. If two or more currencies are stated therein, the following procedures shall apply:

- (i) where the Detailed Terms and Conditions only makes reference to the local currency, the Contract Price shall be paid in the local currency by applying the payment ratio and exchange rate of the local currency stated in the Detailed Terms and Conditions and foreign currency. Any adjustment of the Contract Price due to, for example, *ex post* settlement, shall be determined by taking into consideration the payment ratio regarding the Contract Price;
- (ii) damages shall be paid by taking into consideration the payment ratio of the local currency stated in the Detailed Terms and Conditions and foreign currency;
- (iii) other payments required hereunder shall be paid according to the Parties' agreement; and
- (iv) if the Detailed Terms and Conditions do not otherwise provide for the exchange rate, the exchange rate published by the local central bank shall be applicable.

## Article 12.8

### Inspection of Accounts

- (a) The Employer has the right to peruse and inspect all financial documents related to the construction costs and the expenditure thereof. The Employer has the right to demand a refund of any construction costs that are confirmed to have been paid in excess of the terms and conditions of this Contract.
- (b) The Contractor hereby acknowledges and agrees that the Employer has the rights specified in paragraph (a) above. The Contractor shall cooperate with the Employer so that the Employer may exercise its rights under paragraph (a) above without hindrance. The Contractor shall grant the Employer access to all documents and materials required for the Employer to exercise the rights specified in paragraph (a) above, and, if necessary, the Contractor shall instruct its attorney, accountant, agent or consultant to cooperate with the Employer.

## Article 12.9

### Set-off

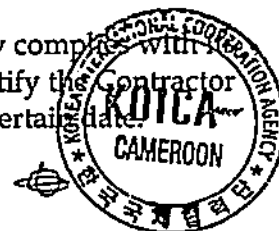
Unless prohibited by the Laws, the Employer may offset its payables owed to the Contractor against receivables due from the Contractor.

## Article 13 - Cancellation or Termination by the Employer

### Article 13.1

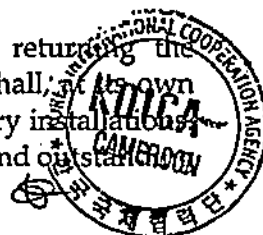
#### Notice to Cure

If the Contractor fails to comply with its obligations or only partially complies with its obligations under this Contract, the Employer shall be entitled to notify the Contractor of the same and to request that the Contractor cure the breach by a certain date.



## Article 13.2 Cancellation or Termination by the Employer

- (a) The Employer may terminate this Contract upon the occurrence of any of the following:
- (i) if the Contractor fails to provide the Performance Guarantee;
  - (ii) if the Contractor fails to abide by the cure notice issued under Article 13.1 above within the specified deadline;
  - (iii) if the Contractor fails to comply with its insurance obligations;
  - (iv) if the Contractor has indicated its intentions to stop undertaking the Construction Works or to stop performing its obligations hereunder;
  - (v) if the Contractor delays in commencing the Construction Works or breaches any of its representations and warranties, without any justifiable cause;
  - (vi) if the Contractor subcontracts any of its duties hereunder without the prior consent of the Employer;
  - (vii) if any insolvency or rehabilitation or similar proceedings are commenced against the Contractor;
  - (viii) if the Contractor has intentionally or by gross negligence submitted guarantees, letters of confirmation, certificates, statements or inspection results that are false;
  - (ix) if the Contractor has entrusted or delegated its obligations of safety under Article 4.7 to a third party;
  - (x) if the amount of liquidated damages payable under Article 7.7 exceeds the Performance Guarantee amount;
  - (xi) if the Construction Works are not completed by the Completion Deadline or they are unlikely to be completed by the Completion Deadline, in each case, due to reasons attributable to the Contractor; or
  - (xii) if the Contractor breaches a material provision of this Contract, such as the provision relating to the obligation of integrity.
- (b) Notwithstanding the Employer's notice of termination to the Contractor, the Employer shall be entitled to exercise all rights prescribed by the Laws and this Contract.
- (c) If the Employer delivers a notice of termination in accordance with this Article 13.2, the Contractor shall, without delay, withdraw from the Site, leaving the Contractor Documents and goods that belong to or vest in the Employer at the Site. The Contractor shall use its best effort to:
- (i) have all subcontracts assigned; and
  - (ii) ensure the safety of workers and the preservation without damage of the Construction.
- (d) After the termination of this Contract, the Employer may employ a third party to undertake the Construction Works and such third party shall be entitled to use the Contractor's materials and documents.
- (e) Upon the Employer's notice to the Contractor of the timing for returning the Contractor's equipment and temporary installations, the Contractor shall, at its own cost and expense, arrange for the return of its equipment and temporary installations. If, at the time of return, any liabilities of the Contractor remain unpaid and outstanding,



vis-à-vis the Employer, the Employer may sell the Contractor's equipment and temporary installations and apply the proceeds of such sale to settle such outstanding liabilities. Any amount remaining after such application shall be returned to the Contractor.

#### **Article 13.3 Settlement and Payment after Termination**

- (a) After issuing its notice of termination under Article 13.2, the Employer shall, without delay, appraise the value of the remaining Construction, materials and the Contractor Documents and finally determine the price payable to the Contractor. If the Employer fails to reach an agreement on the settlement amount with the Contractor, the Employer shall pay the Contractor an appropriate settlement amount which shall have been calculated using reasonable methods.
- (b) After issuing its notice of termination under Article 13.2, the Employer shall be entitled to:
  - (i) withhold its payment to the Contractor until the Contractor has fulfilled all of its payment obligations hereunder, including, payments related to repairing any defects, damages, liquidated damages; and
  - (ii) be compensated by the Contractor for legal costs, service fees, or retainer fees owed to a third party that are incurred subsequently in order to complete the Construction Works or for defect repair costs that are incurred following the notification of termination.

#### **Article 13.4 Employer's Discretion to Terminate**

- (a) The Employer may terminate this Contract without cause, if necessary. The Employer shall notify the Contractor of its intentions to terminate without cause. Such termination of this Contract shall take effect twenty-eight (28) days from the date the Contractor receives the Employer's notice of termination or on the date the Employer returns the Performance Guarantee to the Contractor, whichever occurs earlier.
- (b) Upon the termination under paragraph (a) above, Articles 14.3 and 17.5 shall apply.

### **Article 14 – Suspension of Construction Works and Termination by the Contractor**

#### **Article 14.1 Contractor's Right to Suspend the Construction Works**

- (a) If the Employer delays in making payments for sixty (60) days or longer from the relevant due date under Article 12, the Contractor may suspend the Construction Works by giving 21-days' prior notice.
- (b) If the Contractor receives payment after suspending the Construction Works under paragraph (a) above, the Contractor shall resume the Construction Works without delay.

#### **Article 14.2 Termination by the Contractor**



- (a) The Contractor may, by giving twenty-eight (28) days' prior notice, terminate this Contract upon the occurrence of the following:
  - (i) if a Design Change results in at least 40% decrease in the Contract Price; or
  - (ii) if the suspension period of the Construction Works under Article 7.8 exceeds 100% of the Completion Deadline.
- (b) If following the Contractor's notice of termination under paragraph (a) above, the Employer settles payment for the Construction Works within twenty-eight (28) days of the notice or if the order to suspend is lifted, the Contractor shall not be entitled to terminate this Contract hereby.

#### Article 14.3 Termination and Withdrawal of Equipment

Upon the termination of this Contract pursuant to Articles 13.2, 13.4, 14.2 or 17.5, the Contractor shall, without delay:

- (i) suspend all works other than those specifically instructed by the Employer or those affecting human life and property, and safety;
- (ii) handover to the Employer all documents, machines, materials, and other works prepared by the Contractor;
- (iii) remove and withdraw all goods from the Site other than those items required by the Employer;
- (iv) transfer or assign to the Employer all works, machines, materials, and other contracts and rights to the extent legally permitted;
- (v) deliver all documents prepared for the benefit of the Employer by the Contractor or its subcontractor; and
- (vi) remove all waste.

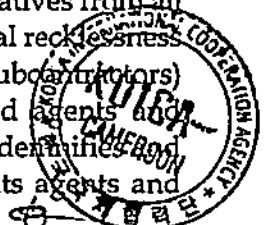
#### Article 14.4 Payment after Termination

When termination of this Contract under Article 14.2 takes effect, the Employer shall, without delay, return the Performance Guarantee to the Contractor and make payments in accordance with Article 17.5 hereof.

### Article 15 – Risks and Liabilities

#### Article 15.1 Indemnification

- (a) In connection with its performance of this Contract, the Contractor hereby indemnifies the Employer and its executives, employees and its agents and representatives from all personal injury and physical damage suffered as a result of the intentional recklessness or negligence of the Contractor, persons (including the Contractor's subcontractors) working under the instructions of the Contractor's Site Manager and agents and representatives of the Contractor. Furthermore, the Contractor hereby indemnifies and holds harmless the Employer and its executives and employees and its agents and



representatives from any third party claims for damages or litigation related to bodily injury, death or property damage. The scope of the Contractor's liability shall include, but not be limited to, the following:

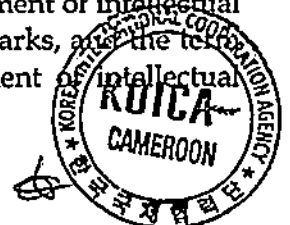
- (i) reparation of defects and compliance with obligations prescribed by the Laws;
  - (ii) bodily injury, disease, death and other personal injury caused by the Construction Works;
  - (iii) property damage caused by a breach of this Contract or the Laws;
  - (iv) penalties, fines, surcharges, and other sanctions imposed for a breach of this Contract or the Laws;
  - (v) damages suffered as a result of a breach of the representations and warranties; and
  - (vi) infringement of intellectual property rights.
- (b) The Contractor shall not agree to any settlement or adjustment for the Employer without the prior consent of the Employer.
- (c) The indemnification obligations in this Article 15.1 shall remain effective and survive any expiration, rescission or termination of this Contract.

#### Article 15.2 Contractor's Obligation to Manage and Supervise

- (a) From the Effective Date to the date the taking over certificate for the whole of the Construction is issued, the Contractor shall be responsible for managing and supervising the Site and the Construction Works in accordance with a Site management plan. If a taking over certificate is issued in respect of only a part of the Construction, the Employer shall thereafter be responsible for managing such part of the Construction.
- (b) To the extent the Employer becomes responsible for managing certain parts of the Construction in accordance with paragraph (a) above, the Contractor's liability for managing and supervising the Site and the works shall be limited to those parts of the Construction Works not yet constructed.
- (c) The Contractor shall be liable for any and all damage or loss to the Construction arising during its management and supervision thereof, irrespective of how they are caused and the Contractor shall be responsible for repairing or providing compensation for such damage or loss.
- (d) All liability of the Contractor that accrued prior to the issuance of a taking over certificate shall remain the Contractor's liability notwithstanding the issuance of such taking over certificate.

#### Article 15.3 Intellectual Property Rights

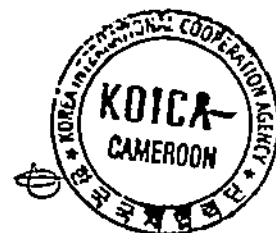
- (a) The term "infringement" as used in this Article means an infringement of intellectual property, including patents, registered designs, copyrights, trademarks, and the term "claim" as used in this Article means a claim for an infringement of intellectual property rights.



- (b) Where intellectual property rights claims regarding the below results in damages for the Contractor, the Employer shall indemnify the Contractor for such damages suffered:
  - (i) where intellectual property rights are infringed during the Contractor's proper use of the documents provided by the Employer;
  - (ii) where intellectual property rights are infringed by documents or goods provided by the Employer, which infringement was reasonably foreseeable by the Employer.
- (c) Where intellectual property rights claims regarding the below results in damages for the Employer, the Contractor shall indemnify the Employer for such damages suffered:
  - (i) where intellectual property rights relating to the manufacture, use, sale and importation of materials are infringed; or
  - (ii) where the claim relates to the Design (including any Design Changes proposed by the Contractor) for which the Contractor is responsible.
- (d) If a Party's right of indemnification hereunder is triggered, the indemnifying Party shall engage in negotiations, mediation, litigation or arbitration in respect of the claim to the extent permitted by applicable Laws. The Parties shall cooperate with each other to defend any third-party claim.
- (e) The indemnification obligations in this Article 15.3 shall remain effective and survive any expiration, rescission or termination of this Contract.

#### **Article 15.4      Limitation of Liability**

- (a) Except as otherwise expressly specified in this Contract, no Party shall be liable for indirect or consequential damage suffered by the other Party in connection with this Contract.
- (b) The Contractor's liability to the Employer shall not exceed the cap on liability specified in the Detailed Terms and Conditions.
- (c) The limitation of liability under paragraph (b) above shall not apply where the Contractor has failed to obtain or maintain insurances under Article 16 or where the Contractor has failed to receive insurance monies because it has negligently undertaken an action that is excluded under its insurance policies.
- (d) The limitation of liability provisions under this Article shall not apply in respect of the following:
  - (i) liquidated damages and where the Contractor has failed a Completion Inspection;
  - (ii) where payment is withheld or reserved;
  - (iii) any set-off; and
  - (iv) any claim in respect of the results of a Completion Inspection.



- (e) The limitation of liability provisions under this Article shall not apply to damages caused by or arising out of the Contractor's willful misconduct, gross negligence or fraud.

#### **Article 15.5      Warranty for the Construction Works**

- (a) Regardless of the statements in the documents (including the Design Documents and Construction Specification) provided by the Employer or of the Employer's approval or intention to withhold consent under this Contract, the Contractor hereby warrants that:
- (i) the Construction Works will be undertaken by person(s) with the relevant qualifications and sufficient experience in light of the form and shape, size, nature and type of the Project;
  - (ii) the Construction Works will be undertaken in compliance with all terms and conditions of this Contract (including, terms regarding the Contract Price, the Completion Date, materials and construction methods), and the Construction will be usable and fully operatable as described in the Construction Specification;
  - (iii) the Construction will be completed in accordance with the Construction Specification;
  - (iv) the Construction Works will be undertaken in compliance with the highest-level of safety and environmental protection measures as set out in this Contract and applicable Laws;
  - (v) the construction methods and all equipment, machinery, devices and materials applied to and used for the Construction Works have been technically verified and may be commercially utilized;
  - (vi) all equipment, machinery, devices and materials used for the Construction Works are new and free of defects and flaws and (even if not expressly provided for in this Contract) of a quality consistent with products that are compliant with internationally accepted good practice principles of the construction industry; and
  - (vii) the Construction Works will be undertaken in compliance with the Laws and the guidelines and requirements of the relevant Governmental Authorities.
- (b) The warranties and obligations in this Article 15.5 shall remain effective and survive any expiration, rescission or termination of this Contract.

#### **Article 16 – Insurance**

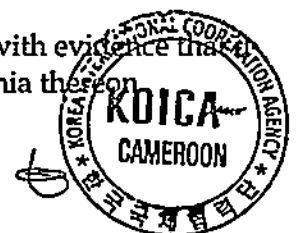
##### **Article 16.1      General Requirements regarding Insurance**

- (a) The Employer shall purchase and maintain insurance that meets the insurance conditions set out in the Detailed Terms and Conditions regarding the Employer's Insurance.
- (b) The Contractor must purchase insurance that meets the insurance conditions set out in the Detailed Terms and Conditions regarding the Contractor's Insurance and



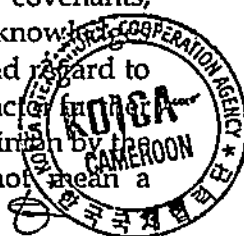
otherwise specified in the Detailed Terms and Conditions, it must maintain such insurance until the date on which a taking over certificate for the whole of the Construction is issued. The Contractor must purchase and maintain insurance prescribed by the relevant Laws and, if necessary, ensure that the scope of its insurances cover its subcontractors as well. Unless otherwise specified in the Detailed Terms and Conditions, the Contractor shall purchase its insurances by the Commencement Date, and the Contractor shall deliver copies of its insurance policies with its Notice of Commencement.

- (c) Each Party shall, without delay, notify the other Party upon the occurrence of any of the following:
  - (i) the cancellation, termination, invalidation or similar of any insurance policy;
  - (ii) if the insurance company rejects an insurance claim and does not pay out insurance monies;
  - (iii) if the insurance company, either orally or in writing, claims the invalidity or ineffectiveness of an insurance policy; or
  - (iv) upon becoming aware of a cause or reason that could invalidate an insurance policy.
- (d) Each Party shall notify the other Party of any changes (including the cancellation, termination, invalidation of the policies) to its insurance policies within twenty-eight (28) days of such change coming into effect.
- (e) Upon the Employer's request, the Contractor must provide the following information to the Employer's insurers:
  - (i) all information required by the Employer's insurer in order to analyze the risks under this Contract;
  - (ii) all information requested by the Employer or the Employer's insurer;
  - (iii) all information that the Employer's insurer should be aware of or informed of in order to determine the scope of its insurance coverage.
- (f) The Contractor must provide all necessary information in a timely manner so that the Employer can properly comply with its notification obligations under its insurance policies.
- (g) The Contractor shall notify the Employer of any significant change in its construction methods or the order of construction which may affect the scope of coverage under the insurances. None of the Parties may amend or modify a material term and condition of its insurance policy without the other Party's consent and agreement. If a Party's insurer amends or modifies a term or condition of the insurance policy, the relevant Party shall notify the other Party of the same.
- (h) The Contractor shall, with its subcontractors, provide the Employer with all documents and information (including all materials, reports, procedures, progress schedule) required to claim insurance monies.
- (i) As soon as practicable, the Contractor shall provide the Employer with evidence that it has purchased requisite insurances and has paid all insurance premia thereon.





- (j) The Employer may request that the Contractor provides evidence to verify and confirm that the Contractor has purchased and is maintaining all insurances required under this Contract. If the Employer finds the evidence submitted by the Contractor to be insufficient or unsatisfactory, the Employer shall be entitled to take (at the Contractor's cost and expense) all such measures (including paying premium) necessary to purchase and maintain the insurances.
- (k) The Contractor must, without delay, notify the Employer and the insurers upon the occurrence of any of the following:
- (i) if there is a risk of loss exceeding the Contractor's out-of-pocket expenses under any of its insurance policies; or
  - (ii) if it becomes aware that a loss will exceed the Contractor's out-of-pocket expenses under any of its insurance policies.
- (l) Any notice provided in accordance with paragraph (k) above shall provide a description of the loss, including details of the nature of the loss, the background or context of the loss, measures to be taken, request for consent from the insurer. The Contractor must notify the Employer whenever there is a change to any part of the description.
- (m) The Contractor must obtain the consent of the Employer whenever it undertakes the following actions with its insurer:
- (i) where liability is accepted vis-à-vis a third party;
  - (ii) where the Contractor and the insurer engage in negotiations regarding insurance monies;
  - (iii) where the Contractor and the insurer come to an agreement regarding insurance monies; or
  - (iv) upon the initiation of litigation or arbitral proceedings.
- (n) When preparing an insurance claim, the Contractor shall keep the Employer apprised of all developments and details and shall obtain the cooperation of the Employer and/or experts.
- (o) The Contractor's obligations to insure under this Article 16 shall not be deemed to relieve the Contractor of its obligations under any other provision of this Contract. The Contractor shall remain liable to the Employer for any damages that exceed the insured amount or which are not covered by insurance.
- (p) If the Employer ends up making an insurance claim as a result of the Contractor's breach or non-compliance of an obligation under this Contract, the Contractor shall be liable to pay the Employer's expenses under the Employer's insurance policy, including out-of-pocket expenses, fees, and other costs and expenses.
- (q) The review, approval and presentation of opinion by the Employer regarding any insurance purchased by the Contractor do not mean a reduction or exemption of the Contractor's obligations, responsibilities, assurances, warranties, covenants, undertakings or liabilities under this Contract. The Contractor hereby acknowledges and warrants that it has reviewed and purchased its insurances having had regard to its adequacy, effectiveness and suitability vis-à-vis this Contract. The Contractor further acknowledges and agrees that the review, approval and presentation of opinion by the Employer regarding the insurance purchased by the Contractor do not mean a



reduction or exemption of the Contractor's obligations, responsibilities, assurances, warranties, covenants, undertakings or liabilities under this Contract.

- (r) The provisions of this Article 16 shall remain valid and effective and survive any expiration, rescission or termination of this Contract.

## Article 17 – Force Majeure

### Article 17.1 Force Majeure Event

- (a) For the purposes of this Article 17, a "Force Majeure Event" shall mean an event or circumstance that satisfies each of the conditions below:
- (i) the event or circumstance must have been beyond the reasonable control of the Parties;
  - (ii) the event or circumstance was not known or reasonably foreseeable prior to or at the time of concluding this Contract;
  - (iii) the event or circumstance, at the time of occurrence, could not be avoided or overcome with the reasonable efforts of the affected Party; and
  - (iv) the cause of the event or circumstance is not attributable to any Party.
- (b) A "Force Majeure Event" shall mean any of the following events; provided that the conditions set out in paragraph (a) are all satisfied:
- (i) war, foreign or enemy invasion;
  - (ii) uprising, terror, revolution, riot, military action or usurpation or civil war;
  - (iii) violence, strike or lockouts by persons other than the Contractor's personnel (which includes its subcontractors);
  - (iv) explosions, radioactive lakes or contamination the causes of which are not attributable to the Contractor; or
  - (v) nationwide natural disasters and bad weather, including earthquakes, hurricanes, typhoons, tsunamis and volcanic eruptions.

### Article 17.2 Notice of a Force Majeure Event

- (a) A Party affected by a Force Majeure Event (an "Affected Party") shall, without delay, on the day it is affected by or becomes aware of the Force Majeure Event and in any case by no later than seven (7) days of the event notify the other Party of the event and confirm which of its obligations hereunder it is unable to comply with as a result of such event. If the Force Majeure Event is such that even notification is impossible, the affected Party shall provide notice within three (3) days from the date notification becomes possible.
- (b) Regardless of the notice delivered under paragraph (a) above, the Affected Party shall continue to comply with all other obligations hereunder other than the obligation(s) of which it has notified as being affected by the Force Majeure Event.



- (c) No Force Majeure Event shall affect the Parties' payment obligations owed to each other under this Contract.
- (d) Under no circumstance will a Force Majeure Event be construed as reducing a Party's obligations or alleviating a Party from its obligations hereunder.

#### **Article 17.3      Duty to Minimize Delay**

- (a) The Parties shall use their reasonable efforts to overcome or minimize any delays to the implementation of the Contract caused by a Force Majeure Event.
- (b) An Affected Party who has suspended the Construction Works as a result of any Force Majeure Event shall notify the other Party of the same by no later than seven (7) days from the date of such suspension.

#### **Article 17.4      Consequences of a Force Majeure Event**

- (a) Where the Contractor is the Affected Party, the Contractor must notify the Employer in accordance with Article 17.2 above. With respect to any delay caused by a Force Majeure Event, the Contractor may request an extension to the Completion Deadline in accordance with Article 18.1 below.
- (b) Upon receipt of the Contractor's notice pursuant to Article 17.2, the Employer shall consult with the Contractor regarding an extension to the Completion Deadline. If the Parties are unable to agree on the issue, the Employer, shall in its reasonable discretion, decide whether to extend the Completion Deadline and for how long.
- (c) The Contractor shall not be able to assert its rights hereunder differently on the basis that the definition or scope of force majeure, the conditions for extending the completion deadline or payment conditions are wider in any of its subcontracts relating to this Contract, and such difference shall not, in any way, relieve the Contractor of its obligations hereunder or reduce the Contractor's obligations under this Contract.

#### **Article 17.5      Termination for a Force Majeure Event**

- (a) If the Force Majeure Event continues for 84 consecutive days without insurance coverage making it practically impossible for the Construction Works to be undertaken, the Employer may terminate this Contract by notice to the Contractor. Termination shall become effective seven (7) days after the termination notice reaches the Contractor. In such case, the Contractor shall comply with the procedures set out in Article 14.3 above.
- (b) The termination of notice delivered by the Employer in accordance with paragraph (a) above, shall include details of the Construction Works completed by the termination date and the amount to be paid to the Contractor in respect thereof, each as determined by the Employer. The payment to be made to the Contractor shall be determined having regard to the following:
  - (i) the value of the work undertaken by the Contractor based on the Contract Price and the amount to be paid to the Contractor (excluding any amounts the Employer is entitled to offset or reserve in accordance with the terms of the Contract).

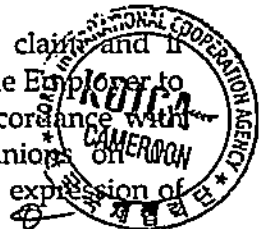


- (ii) the cost of machinery or materials brought onto the Site by the Contractor or the cost of machinery or materials to be received by the Contractor for the benefit of the Employer (considered to be assets of the Employer at the time of payment);
- (iii) other costs and expense reasonably expended in anticipation of completion of the Construction; and
- (iv) reasonable expenses to be incurred in order to return the employees and workers of the Contractor to their pre-deployment locations following termination of this Contract.

## Article 18 – Claims, Disputes and Arbitration

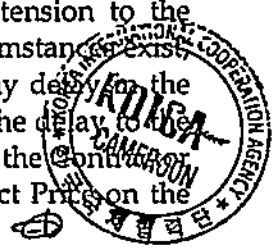
### Article 18.1 Claims by the Contractor

- (a) If the Contractor determines that it has a right to claim an extension of the Completion Deadline or additional costs or such other relief of its obligations under this Contract, it must notify the Employer of its claim, which notice shall include details of the basis of its claim, the relevant provisions of this Contract and details of the claim itself. The Contractor shall notify the Employer without delay on the date on which the cause for the claim arises or on the date the Contractor knew or should have known of such claim and such notice must reach the Employer by no later than twenty-eight (28) days of such date.
- (b) Should the Contractor fail to give its notice under paragraph (a) above or neglect to notify the Employer, in each case, within the prescribed timeframe, the Contractor shall no longer be entitled to make a claim against the Employer regarding the relevant matter and the Contractor shall be deemed to have waived any rights of claim in respect thereof. The Employer shall not be liable (including to extend the Completion Deadline or adjust the Contract Price) for any claims not notified by the Contractor.
- (c) Even if it is difficult to determine the specific impact an event giving rise to a claim may have on an extension of the Completion Deadline, additional costs or the Contractor's obligations or even if the outcome of the event is unknown because the event is ongoing, the Contractor must notify the Employer of its potential claim within twenty-eight (28) days of the date on which the event occurred or on which the Contractor should have known it occurred. Thereafter, the Contractor must provide detailed updates to the Employer every 30 days and must deliver its final notice within twenty-eight (28) days of when the impact of the event becomes conclusive.
- (d) Should the Contractor fail to give interim notices under paragraph (c) above or neglect to notify the Employer, in each case, within the prescribed timeframe, the Contractor shall no longer be entitled to make a claim against the Employer regarding the relevant matter and the Contractor shall be deemed to have waived any rights of claim in respect thereof. The Employer shall not be liable for any claims not notified by the Contractor, including extension of the Completion Deadline or adjustment of the Contract Price.
- (e) The Contractor shall retain all documents necessary to evidence its claim and if requested by the Employer, submit the same to the Employer or allow the Employer to access such documents. Upon receipt of the Contractor's notice in accordance with Article 18.1, the Employer may provide to the Contractor its opinions on the preservation of documents or the required documents. The Employer's expression of



opinion hereby does not mean and shall not be construed as the Employer's acceptance or agreement to the Contractor's claim and shall not reduce the Contractor's obligations hereunder or alleviate the Contractor of its obligations under this Article 18.1.

- (f) Within forty-two (42) days of its notice of claim under Article 18.1, the Contractor must deliver to the Employer claim documents that include the following details:
- (i) reasons for the claim and background;
  - (ii) legal and contractual basis for the claim;
  - (iii) date and type of delay;
  - (iv) cause of additional fees incurred and scope thereof;
  - (v) details of actions and measures taken by the Contractor to minimize and mitigate the impact;
  - (vi) effect on the core process set out in the Contract Program;
  - (vii) matters concerning the extension and modification of the Completion Deadline;
  - (viii) matters concerning adjustments to the Contract Price; and
  - (ix) confirmation that the document submitted in accordance with this paragraph (f) relates to the claim notice submitted under Article 18.1.
- (g) Should the Contractor fail to attach evidence proving the details in the documents listed in paragraph (f) above or fail to deliver the same within the prescribed timeframe or neglect to submit such evidence, the Contractor shall no longer be entitled to make a claim against the Employer regarding the relevant matter and the Contractor shall be deemed to have waived any rights of claim in respect thereof. The Employer shall not be liable (including to extend the Completion Deadline or adjust the Contract Price) for any claims not notified by the Contractor.
- (h) The Employer shall confirm its acceptance, rejection or such other opinion regarding the Contractor's claim within 42 days of receipt of the claim documents listed in paragraph (f) above. The Employer shall be entitled to request additional documents, information and materials from the Contractor.
- (i) Any extension of the Completion Deadline and the number of days of any extension shall be determined at the sole discretion of the Employer who shall exercise such discretion reasonably. The Employer shall not be obligated to approve any extension to the Completion Deadline as requested by the Contractor.
- (j) A failure by the Employer to come to a decision regarding the Contractor's claim within the prescribed period shall not be construed as an exemption to, waiver of or limitation regarding its right to liquidated damages or as reducing or alleviating the Contractor of its obligations.
- (k) If a delay to the completion of the Project is a result of multiple, overlapping causes, the period of delay which is attributable to the Contractor shall be excluded (deducted) when determining the number of days of extension of the Completion Deadline.
- (l) With respect to any delay not attributable to the Contractor, an extension to the Completion Deadline shall be the only remedy and unless special circumstances exist, the Contractor shall not be entitled to claim any other remedy for any delay to the Construction Works. Notwithstanding the foregoing, if it is clear that the delay to the Construction Works is not attributable to the Contractor and the loss to the Contractor is not small, the Employer may consider an adjustment of the Contract Price on the



condition that the Contractor will provide documentary evidence to evidence the amount of loss suffered.

- (m) The Contractor must use its best efforts to minimize and mitigate the occurrence of any delays to the Construction Works and the incurrence of any additional costs and expense.

#### Article 18.2 Mediation of Disputes and Differences of Opinions

All disputes arising in connection with this Contract must be resolved in accordance with Article 18.3. The Parties shall use their best efforts to amicably settle any disputes.

#### Article 18.3 Procedures for Dispute Resolution

- (a) In the event of a dispute, the claiming Party shall notify the other Party of the occurrence of a dispute and such notice shall include the following details:
  - (i) legal and contractual basis for the claim;
  - (ii) the facts of the claim;
  - (iii) related documents and background information/materials; and
  - (iv) the basis for calculation of the claim amount.
- (b) If the Parties are unable to resolve the dispute within sixty (60) days of the notice delivered under paragraph (a) above, a Party may refer the dispute to the Korean Commercial Arbitration Board for settlement by arbitration in accordance with the International Arbitration Rules of the Korean Commercial Arbitration Board.
  - (i) Unless otherwise specified in the Detailed Terms and Conditions, the seat or legal place of the arbitral proceedings shall be Seoul, Republic of Korea and the venue for the arbitral proceedings shall be the offices of the Korean Commercial Arbitration Board.
  - (ii) The language to be used in the arbitral proceedings shall be English, unless the Contractor has an office in Korea, in which case the language to be used shall be Korean.
  - (iii) The number of arbitrators and the process for appointing them shall be agreed by the Parties. If the Parties are unable to reach an agreement, the arbitrators shall be appointed in accordance with the Arbitration Act of Korea.
  - (iv) The Parties agree that an arbitral award will be final and binding upon the Parties and shall be the sole and exclusive remedy between such Parties to the dispute.
- (c) The results of the arbitration shall be kept confidential in accordance with Article 1.8 hereof.
- (d) Notwithstanding paragraphs (a) through (c), the Parties may separately agree to resolve any dispute through the courts in Korea. Any agreement to do so shall be in writing by the Parties.

#### Article 18.4 Dispute Resolution Procedures and Construction Works



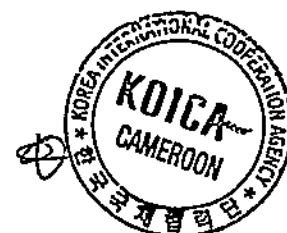
The procedures for dispute resolution set out in Article 18.3 shall not affect the Construction Works or the undertaking thereof.

#### Article 18.5      Survival of Article 18

The provisions of this Article 18 shall remain valid and effective and survive any expiration, rescission or termination of this Contract.

#### Article 19 – Miscellaneous

- (a) Unless otherwise specified in the Detailed Terms and Conditions, the governing law of this Contract shall be Korea if the Contractor is a citizen or a corporation incorporated in Korea; if not, the governing law shall be the laws of the relevant Recipient Country.
- (b) The Contractor acknowledges that the import and custom Laws of the Recipient Country will be applicable to all materials, equipment and components it imports to undertake the Construction Works. Further, the Contractor acknowledges that the import and custom Laws of the Recipient Country may include regulations on import permits and hereby confirms that it has fully reviewed and is fully aware of such possibility.
- (c) This Contract may be amended, supplemented, modified only in writing with the signature of the authorised signatory(ies) of each Party.
- (d) Unless otherwise expressly provided for in this Contract, all guarantees, warranties, obligations, liabilities under this Contract shall remain valid and effective and survive any termination, expiration, rescission of this Contract.



## SPECIAL TERMS AND CONDITIONS OF INTEGRITY PLEDGE

### Article 1 (Purpose)

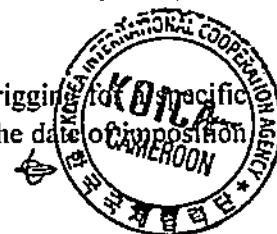
The purpose of these Special Terms and Conditions of Integrity Pledge is to specify matters necessary for the integrity pledge to be incorporated into the general terms and conditions of the contracts for purchase of goods, services, and construction (the "Contract") entered into by and between the employee in charge of contracting in the Korea International Cooperation Agency (hereinafter, "KOICA") and the other party to the Contract.

### Article 2 (Obligation to Comply with Integrity Pledge)

- (1) Pursuant to the Employee Code of Conduct of KOICA, KOICA's employees related to contracting (e.g., employees in charge of contracting, supervisors, etc.) shall strictly manage and supervise bidding for, and execution and performance of, the Contract so as to ensure that such contracting procedures will be carried out in a fair and transparent manner in accordance with the procedures provided by applicable laws, and shall neither abuse their dominant position in a transaction to demand or receive any unfair profits such as any forms of money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) nor make an unjust demand such as coercing unfair transaction conditions or intervening in business management, etc. Any employee who violates this provision shall take responsibility, being subject to disciplinary measures, etc., in accordance with applicable laws and regulations.
- (2) The employees, executives, and agents of all entities (institutions) which participate in the procedures of bidding, winning a bid, and/or execution and performance of the Contract shall neither engage in any unfair trade practices such as a cartel, etc. in the foregoing procedures nor provide 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 employees and the foreign public officials, etc. as defined in the *Act on Combating Bribery of Foreign Public Officials in International Business Transactions* (hereinafter "Foreign Public Officials") and shall submit a "Letter of Undertaking of Integrity" which accepts these Special Terms and Conditions of Integrity Pledge, which provide for the restrictions on qualification for participation in bidding and termination of the Contract, etc., in the case of violation of this provision.
- (3) An entity which submits an application for bidding or enters into the Contract through the KOICA E-procurement System shall affix the electronic signature on the "Letter of Undertaking of Integrity" on the electronic system, and an entity which submits an application for bidding and enters into the Contract by a non-electronic means shall separately submit to KOICA the "Letter of Undertaking of Integrity (Attachment Form No. 1)" signed by the representative of such entity, which shall constitute part of the Contract.

### Article 3 (Restricting Unjust Enterprises from Participating in Bidding and Payment of Security for Tender)

- (1) If a bid participant is found to have engaged in an unfair trade practice such as a cartel, etc. to manipulate the bidding price or award the bid to a certain person, such participant shall be subject to the restriction on participating in bidding as follows:
  1. A person who participates in a competitive bidding process and takes the lead in bid rigging for a specific person to be the winning bidder shall not participate in bidding for two (2) years from the date of imposition of the restriction on bidding participation; and





2. A person who participates in a competitive bidding process and engages in price rigging through prior mutual consultation of the bidding price or engaged in bid rigging for a specific person to be the winning bidder shall not participate in bidding for one (1) year from the date of imposition of the restriction on bidding participation.
- (2) In the case a bid participant has engaged in any unfair trade practices including bid rigging, it shall not raise any objection to KOICA's measures including filing a complaint with the Korea Fair Trade Commission in accordance with the *Monopoly Regulation and Fair Trade Act*, in addition to the restrictions specified in Paragraph (1) above.
- (3) Any person who provides bribes to related employees and/or Foreign Public Officials in the procedures of bidding, winning a bid, and execution and performance of the Contract may be subject to following sanctions:
  1. To be restricted from participating in bidding for a period one (1) year or more and not more than two (2) years from the date of imposition of the restriction on bidding participation;
  2. To be excluded from the list of entities exempted from payment of security for the tender as specified in Article 36 of the *KOICA Regulations on Procurement and Contracting in Respect of the Foreign Grant Assistance Program* with respect to the bidding held by KOICA for the period of two (2) years from the expiration of the period of restriction on bidding participation; and
  3. To notify to judicial authorities and the Public Procurement Service of the foregoing sanctions.
- (4) Any person who receives the imposition of restriction on bidding participation in accordance with the provisions in Paragraphs (1) through (3) above shall neither raise a claim for damages nor file a civil or criminal action with respect to any bidding from which such person is excluded.

#### Article 4 (Termination, etc.)

- (1) Any person who provides bribes to related employees and/or Foreign Public Officials in relation to bidding, winning a bid, contract negotiation, and execution and performance of the Contract shall receive any of the following measures with respect to the related contract:
  1. The Contract shall be rescinded if the bribery is found after the Contract has been executed but before the commencement of the project; *provided that* this provision may not apply if it is unavoidable to implement the project; or
  2. The Contract shall be rescinded or terminated in whole or in part if the bribery is found after performance of the Contract; *provided that* this provision may not apply if it is unavoidable to implement the project in consideration of the characteristics, progress rate, project scale, and the performance period of the project under the Contract.
- (2) The other Party shall not raise any objection, whether civil or criminal, with respect to KOICA's measures in accordance with Subparagraphs 1 and 2 above.

#### Article 5 (Miscellaneous)

The other Party shall proactively endeavor to establish a code of conduct under which its executives and employees (including its subcontractors) and its agents are prohibited from providing bribes to the related employee or Foreign Public Officials or engaging in unfair trade practices such as forming a cartel, etc. and a bylaw which prohibits an unfavorable treatment against the whistleblowers who have reported misconduct.



## LETTER OF UNDERTAKING OF INTEGRITY

☐ Contract Name: Above-captioned Construction Contract

With respect to the participation of the above-captioned Construction Contract, our Company, including its executives and employees and its agents, undertakes as follows:

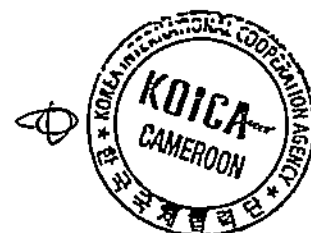
1. We will not engage in any unfair trade practices which unjustly impede free competition in bidding through engaging in collusion or agreements with other companies with the intent to maintain the bid price or award the bid to a certain person.
2. We sufficiently understand and will strictly abide by the provisions of the *Act on Combating Bribery of Foreign Public Officials in International Business Transactions* (Established as Act No. 5588; promulgated on December 28, 1998).
3. We will endeavor to establish a code of conduct under which our executives and employees shall be prohibited from engaging in any unfair trade practices including forming a cartel or offering a bribe (including but not limited to money/valuables and illegal offering of a job position to relatives, etc.) to the KOICA employees in charge of contracting and Foreign Public Officials and a bylaw which prohibits any unfavorable treatment against the whistleblowers who have reported misconduct.
4. We will not raise an objection against KOICA's following measures if it is found that we have engaged in any unfair trade practices and/or bribery:
  - A. We will be restricted from participating in bidding;
  - B. KOICA will notify judicial authorities and the Public Procurement Service of the issues;
  - C. We will be excluded from the list of entities exempted from payment of security for the tender;
  - D. The decision to award the bid will be cancelled; and
  - E. The related Contract will be cancelled; the said Contract will be terminated or rescinded in whole or in part.

[Date]

Company Name:

Representative: (seal)

To: Korea International Cooperation Agency



### 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.
  - 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).
  - 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*.
  - 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:

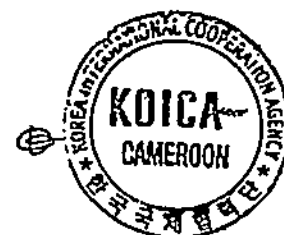
- Bidder: 5/100 of the bidding price; and
- The Other Party to the Contract: 10/100 of the contract price

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



# Section 8-Special Conditions of the Contract for International Construction Works

These Special Conditions of the Contract for International Construction Works (the "Special Conditions") modify and/or supplement the General Conditions depending on the individual Project and Construction and depending on the individual Project and Construction, may be negotiated with the bidder at the time of advanced disclosure or when a bidder is selected as a preferred bidder.

## Article 1 – Modified Terms and Conditions

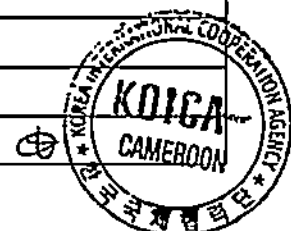
The following terms and conditions of the General Conditions shall be modified as set out below. To the extent a term or condition of the General Conditions is not mentioned below, such term or condition shall apply without any modification, amendment or adjustment.

Article	General Condition subject to Modification

## Article 2 – Supplementation of Terms and Conditions

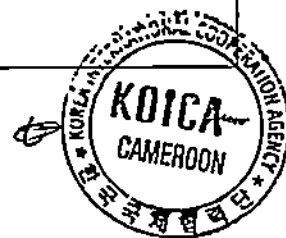
The following terms and conditions shall supplement the terms and conditions in the General Conditions. To the extent a term or condition of the General Conditions is not mentioned below, such term or condition shall apply without any supplementation, amendment or adjustment.

Article	General Condition subject to Supplementation
7.1	If the Laws of the Recipient Country require that the commencement of construction be reported, the Notice of Commencement shall be submitted to the relevant Governmental Authority having jurisdiction under the applicable Laws of the Recipient Country by the applicable deadline as prescribed for in the Detailed Terms and Conditions.

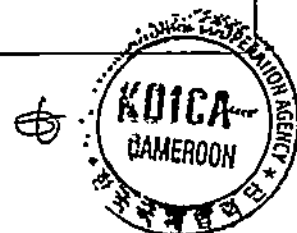


## Detailed Terms and Conditions

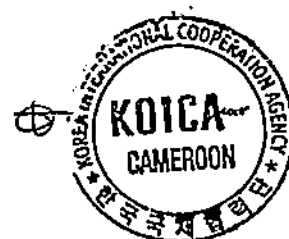
Construction Site Manager	Name, Title, Contact Details, Other Information	
Defect Notification Period		
Construction Supervisor	Name, Title, Contact Details, Other Information	
Contract Price		
Bid Rate	_____ %	
Latent Defects	If not applicable, the special provisions regarding latent defects shall not apply and any liability relating to defects shall be determined in accordance with applicable Laws.	
Project Name		
Date of Commencement	YYYY / MM / DD	
Completion Deadline	For the whole Construction : YYYY / MM / DD For a part of the Construction: YYYY / MM / DD	
Notice Details	Employer Copy to: Title Fax no. Phone no. e-mail	Contractor Copy to: Title Fax no. Phone no. e-mail
Date of Site Delivery	YYYY / MM / DD If Site Delivery is in stages:	



Performance Guarantee Amount	<p>___% of the Contract Price</p> <p>Any additional amount to be provided pursuant to Article 4.2(b) of the Contract shall be ___% of the increased Contract Price</p>
Working Hours	The actual working hours of the Contractor's workforce
Liquidated Damages	<p>Whole Construction: KRW_____ / day (or ---% of the Contract Price)</p> <p>In the case of partial completion, consider whether to impose liquidated damages for delay in respect of each milestone and if so, how much</p>
Cap on Liquidated Damages	___% of the Contract Price
Indirect Expenses and Profits of Reserve Funds	<p>Generally, ___% of the relevant amount</p> <p>If no reserve funds, state as "N/A"</p>
Upper Limit and Deduction Ratio on Reserves	<p>Generally, ___% of the relevant amount</p> <p>If no reserves, state as "N/A"</p>
Security Deposit for Defects	<p>___% of the Contract Price</p> <p>May be exempted if reserves are available</p>
Currency of Contract and Payment	
Default Interest on Outstanding Applicable Payments (Article 12.4)	_____ % per annum
Cap on Liability	The larger of (a) the total amount of insurance coverage purchased by both Parties and (b) the Contract Price
Employer's Insurance	



<b>Contractor's Insurance</b>	<ol style="list-style-type: none"> <li>1. Contractor's All Risk Insurance: insurance covering loss and damage to the Construction itself and equipment</li> <li>2. Third Party Liability Insurance: insurance covering personal injury or property damage to third parties arising in connection with or as a result of the Construction Works</li> <li>3. Workmen's Compensation Insurance: insurance covering personal injury to the Contractor's workforce arising in connection with or as a result of the Construction Works</li> <li>4. Marine Cargo Insurance</li> <li>5. Contractor's Plant and Equipment Insurance including plant and equipment required for operational activities and temporary buildings</li> <li>6. Motor/Vehicle Insurance</li> <li>7. Professional Indemnity Insurance</li> </ol>
<b>Governing Law</b>	
<b>Dispute Resolution</b>	
<b>Documents to be submitted by the Contractor</b>	<p>(When applying for the issuance of a taking over certificate for completion of the Construction)</p> <ol style="list-style-type: none"> <li>1. Photos (10"x15") of the front, back and sides of the completed Construction and the original photo files</li> <li>2. Five (5) copies of the videos (CDs, or other device) showing the Completion Inspection process</li> <li>3. Completion documents and report which describe in detail the whole construction process (including administrative processes, participation of technicians and other participants) from commencement to completion</li> </ol>

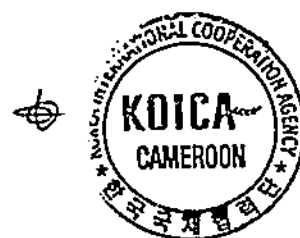




## Status of Construction Site

[Describe the Project, the location and area of the Construction Site that will be accessible pursuant to Article 2.1 of the Contract and provide details of relevant boundaries, restrictions or regulations and site facilities to be provided by the Employer.

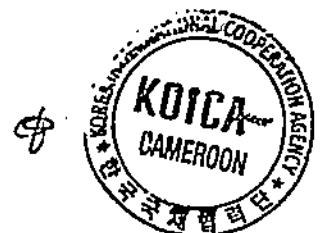
For example, include (i) a general description of the Site location, its boundaries, the status and purpose of the areas to which access has been granted to the Contractor; (ii) details of access roads that may be used either exclusively or with other users, the date from which they may be accessed, any restrictions on use (i.e. regarding access to a part of the Site or in relation to works (such as stacking or other ground improvement works) completed by other contractors); (iii) information about the surrounding environment of which the Contractor should be aware; (iv) a description of facilities that may be used by the Contractor and the location thereof, and details of costs (such as electricity bills, etc.) and who is responsible for such costs; and (v) such other relevant information.]



## Construction Specification

[Insert details of the standards of construction (including general and special specifications) with which the Contractor must comply and the roles and responsibilities of each of the Contractor and the Employer. The following may be considered and included:

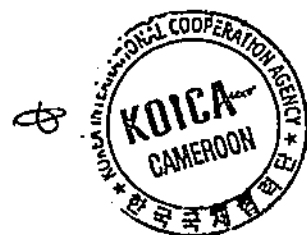
- (a) General description of the Project and Project background
- (b) Description of the Construction and Construction Works
- (c) The Employer's intentions for the Project and the objective of the Construction Works
- (d) The standards for determining whether the Employer's intentions have been accomplished and satisfied
- (e) Design drawings showing the scope of the Construction and Construction Works
- (f) Provision of a manual regarding materials and equipment and the Contractor's obligations in respect thereof
- (g) Standards for Contract performance
- (h) Technical standards with which the Contractor must comply
- (i) Requirements of testing, commissioning and inspections
- (j) Requirements for quality management
- (k) Environmental standards with which the Contractor must comply
- (l) LEED standards with which the Contractor must comply
- (m) Safety and health standards with which the Contractor must comply
- (n) Other applicable Laws with which the Contractor must comply
- (o) Other Employer rules, regulations and policies with which the Contractor must comply
- (p) Noise and traffic Laws with which the Contractor must comply
- (q) Noise pollution and vibration Laws with which the Contractor must comply
- (r) Contractor Documents (including completion documents, manuals, technical documents, reports) which the Contractor must provide
- (s) Governmental Authorizations which the Employer must obtain
- (t) Governmental Authorizations which the Contractor must obtain
- (u) Facilities, equipment and materials to be provided by the Employer
- (v) The Contractor's services in respect of existing facilities
- (w) Training to be provided by the Contractor to the Employer



The original meanings of abbreviations should be set out in full; be careful not to include documents that are not related to the Project. If too much information is included in this Annex, it may be difficult to interpret the Contract uniformly, so the name, table of contents, order, date, etc. of the documents to be attached to the Construction Specifications should be set out clearly. See below for an example.

1. Document title: "Part A: General Specification (Bridges)", Author: "XX Consultants", Date: October 2007, Revision Number: 1;
2. Document title: "Part B: General Specification (Roads, Infrastructure and Services)", Author: "XX Consultants", Date: September 2007, Revision Number: T1;
3. Document title: "Part C: General Specification (Marine)", Author: "XX Consultants", Date: September 2007, Revision Number: T1;
4. Document title: "Part D: Particular Specification,            Author: "XX Consultants", Date: September 2007, Revision Number: T1

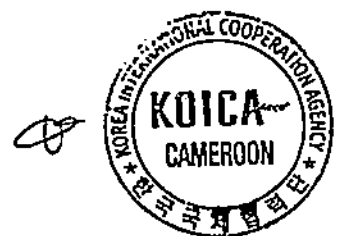
The documents attached to this Annex must be consistent with the General Conditions and the Special Conditions.]



[Annex 4]

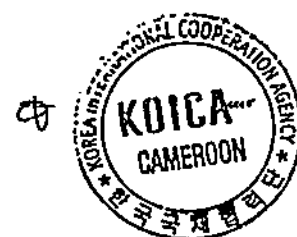
## Design Drawing

[This Annex should include a list of all of the Design Documents that form the basis of the Contract. Details of the documents, such as name, reference number, modification number, date of creation, etc., should be clearly listed and set out.]



## Forms of Guarantees

- (A) Form of Bank Guarantee for Performance
  - (B) Form of Bank Guarantee for Advance Payment
  - (C) Form of Parent Company Guarantee
  - (D) Form of Legal Opinion
- 



## BANK GUARANTEE FOR PERFORMANCE

[Name of Bank]

Date: [Date of Issuance]

To: [KOICA]

Dear [KOICA]

[Name of Contract] Construction Contract - Bank Guarantee for Performance

You entered into a contract dated [Insert date of Contract] with [Insert name of Contractor] ("Contractor") titled [Insert Name of Contract] Construction Contract for the [Insert name of Project] for certain works and services ("Works") to be undertaken by the Contractor ("Contract").

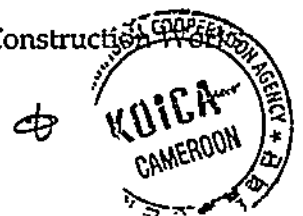
We, [Insert full name of Bank], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to [Insert percentage]% of the Contract Price ("Guaranteed Sum").

This Bank Guarantee for Performance ("Guarantee") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum and will reduce to [Insert rate of defect liability warrant rate]% of the Contract Price upon the issue of the final taking over certificate. This Guarantee will automatically become null and void on the issue of the final completion certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later.

Any payment by us in accordance with this Guarantee must be in immediately available and freely transferable [currency (KRW or USD)] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;
- amendment, modification or extension which may be made to the Contract or the Construction Work executed under the Contract;



- intermediate payment or other fulfilment made by us;
- change in the constitution or organization of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

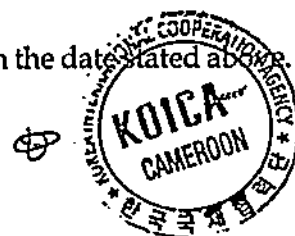
No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalized words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of [KOICA], which are hereby expressly reserved.

IN WITNESS of which the [Insert full name of Bank] has duly executed this Guarantee on the date stated above.



SIGNED by [insert] )  
as attorney for [insert] ) under power of attorney dated ) [insert])  
in the presence of )  
)

..... ) Signature of witness )

)

..... ) Name of witness (block letters) )

)

..... ) Address of witness )

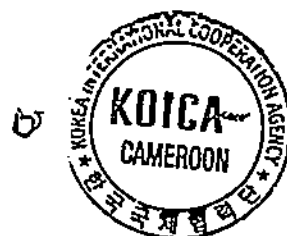
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..... ) Occupation of witness

..... By executing this agreement the attorney states that the attorney has received  
no notice of revocation of the power of attorney

Address for notices

[insert address]





## BANK GUARANTEE FOR ADVANCE PAYMENT

[Name of Bank]

Date: [Date of Issuance]

To: [KOICA]

Dear [KOICA]

[Name of Contract] Construction Contract – Bank Guarantee for Advance Payment

You entered into a contract dated [Insert date of Contract] with [Insert name of Contractor] ("Contractor") titled [Insert Name of Contract] Construction Contract for the [Insert name of Project] for certain works and services ("Works") to be undertaken by the Contractor ("Contract").

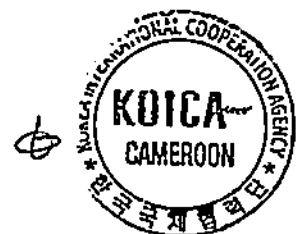
In consideration of your paying the sum of [Insert amount] as an advance payment to the Contractor under the Contract ("Advance Payment") we, [Insert full name of Bank], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding [Insert amount] ("Guaranteed Sum").

This Bank Guarantee for advance payment ("Guarantee") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum. For each of the interim payments after the advance payment is made, that are made by you to the Contractor, the proportion of the Guaranteed Sum that is payable to you will be reduced by [Insert rate of deduction].

This Guarantee will automatically become null and void upon us receiving from you certification that the Guaranteed Sum has been fully repaid by the Contractor.

Any payment by us to you in accordance with this Guarantee must be in immediately available and freely transferable [Insert currency] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations. Additionally, our obligations do not require any previous notice to be given to the Contractor and do not require that any claim be made



against the Contractor. Further, our obligations will not be discharged and will not be otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;
- amendment, modification or extension which may be made to the Contract or the Works performed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organization of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalized words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of [KOICA] which are hereby expressly reserved.



IN WITNESS of which the *[Insert full name of Bank]* has duly executed this Guarantee on the date stated above.

SIGNED by *[insert]* )  
as attorney for *[insert]* ) under power of attorney dated ) *[insert]*)  
in the presence of )  
)

..... ) Signature of witness )

)  
..... ) Name of witness (block letters) )

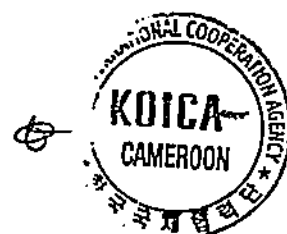
)  
..... ) Address of witness )

)  
..... ) Occupation of witness

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Address for notices

*[insert address]*



## FORM OF PARENT COMPANY GUARANTEE

[Name of Parent Company]

Date: [Date of Issuance]

To: [KOICA]

Dear [KOICA]

[Name of Contract]] Construction Contract - Parent Company Guarantee

You entered into a contract dated [Insert date of Contract] with [Insert name of Contractor] ("Contractor") titled [Insert Name of Contract] Construction Contract for the [Insert name of Project] for certain works and services ("Works") to be undertaken by the Contractor ("Contract").

The Contractor has agreed to procure the provision of a parent company guarantee ("Guarantee") from [Insert name of Parent Company] ("Guarantor").

The Guarantor guarantees to the Employer that the Contractor will perform, carry out, execute and discharge the duties, responsibilities and obligations (including contingent obligations and obligations to pay money) of the Contractor in connection with the Contract.

In the event that the Contractor fails to perform, carry out, execute and discharge any of the duties, responsibilities, obligations (including any contingent obligations and any obligations to pay money) and liabilities of the Contractor in connection with the Contract ("Default/s"), the Guarantor must, on demand from the Employer:

- (a) perform, carry out and discharge in accordance with the Contract, the duties, responsibilities and obligations (including contingent obligations and obligations to pay money) the subject of the Default/s; and
- (b) indemnify the Employer with respect to all damages, losses, costs, charges and expenses suffered by the Employer with respect to the Default/s to the extent to which the Contractor is liable to the Employer and the Employer has a right of recovery against the Contractor pursuant to the Contract.

Notwithstanding any provision in this Guarantee to the contrary, the Guarantor will have the full benefit of all defenses, set-offs, counterclaims, reduction, diminution or limitations of liability available to the Contractor pursuant to or arising from the Contract.

If a law requires the Guarantor to deduct:

- (a) an amount in respect of any taxes, levies, imposts, charges and duties imposed by any authority (including stamp and transaction duties) ("Taxes"); or
- (b) any interest, penalties, fines and expenses in connection with the Taxes

from a payment due under this Guarantee with the result that the Employer would not actually receive the due date the full amount provided for under the Contract, the Guarantor must pay an additional amount so that the Employer receives from the Guarantor the full amount the Employer would have received on the



due date if no deductions had been required.

The provisions of this Guarantee will remain in full force and effect, even if:

- (a) the Contract is varied, modified, changed or prematurely terminated; or
- (b) the Contractor and/or the Employer is or may be in breach of the Contract.

This Guarantee will expire on the earlier of 10 years after the date of the final taking over certificate issued pursuant to the Contract or when all obligations and liabilities of the Contractor under the Contract have been carried out, completed and discharged in accordance with the Contract.

This Guarantee neither forms part of the Contract nor affects the provisions of the Contract.

The Guarantor acknowledges that the Employer is acting in reliance on the Guarantor incurring obligations and giving rights under this Guarantee.

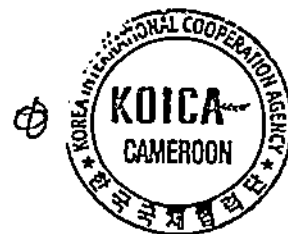
The Guarantor acknowledges that the Employer is acting in reliance on the Guarantor incurring obligations and giving rights under this Guarantee.

Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Each person executing this Guarantee states that he or she has authority to represent and bind the Guarantor.

IN WITNESS of which the *[Insert name of Parent Company]* has duly executed this Guarantee on the date stated above.

SIGNED by *[insert]* )  
as attorney for *[insert]* ) under power of attorney dated ) *[insert]*)  
in the presence of )  
)  
..... ) Signature of witness )  
)  
..... ) Name of witness (block letters) )  
)  
..... ) Address of witness )  
)  
..... ) Occupation of witness



By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Address for notices

*[insert address]*

Company

*[Insert name of Parent Company]*

Documents

*[Attached Documents]*

Form of opinion text

On the basis of the assumptions and subject to the qualifications set out in this opinion, we are of the opinion that:

(a) the Company is incorporated and validly existing under the laws of *[insert country of incorporation]* and is capable of suing and being sued in its corporate name;

(b) the company has:

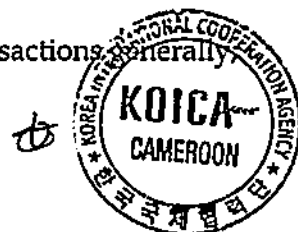
(i) the corporate power to enter into each Document and to observe its obligations under them; and

(ii) taken all corporate action required on its part to authorize the execution, delivery and observance of each document;

(c) the obligations of the Company under each document are valid, binding and enforceable in accordance with its terms;

(d) the execution and delivery by or on behalf of the Company of each document and the observance by the company of its obligations under them has not violated and will not contravene:

(i) any law in force in *[insert relevant opinion country]* applicable to companies or transactions generally  
or



- (ii) any stock exchange rules and regulations of *[insert relevant opinion country]*; or
- (iii) its constitution;
- (e) each authorisation necessary under the laws in force in *[insert relevant opinion country]* applicable to companies generally for the company to enter into each Document and observe obligations under them has been obtained;
- (f) the Documents are in proper form for enforcement in the appropriate courts of *[insert relevant opinion country]*;
- (g) claims against the Company under each document will rank at least equally with the claims of all its unsecured and unsubordinated creditors (other than creditors mandatorily preferred by law);
- (h) the Company does not enjoy any immunity from suit in *[insert relevant opinion country]* nor are its assets exempt from execution;



## Details of Contract Price

[This Annex should provide details of any provisional sum based on the total Contract Price. The unit price and rates set out in this Annex will form the basis of any adjustments to the Contract Price. To the extent incentives will be payable for early completion of the Construction, details of such incentives should also be included here.]

### 1. Contract Price

The Contract Price is the lump sum price of *[Insert Contract Price in figures and words (e.g. USD 1,300,000 (one million three hundred thousand US Dollars))]*.

### 2. Provisional Sum Items

The Provisional Sum items are set out in section *[insert]* of *[insert name of relevant document]*.

Each Provisional Sum shall only be used, in whole or in part, and the Contractor will only be entitled to payment for a Provisional Sum, in accordance with Article 11.7 of the Contract and the Contract Price shall be adjusted accordingly.

### 3. Adjustments for Changes in Cost

[Unless the Laws of the Recipient Country mandatorily require the adjustment of the Contract Price upon the occurrence of price fluctuations, the right to adjust the Contract Price for price fluctuations should be excluded. Consider using one of the following.

(i) The Contract Price shall not be adjusted for changes (increases or decreases) in the cost of labor or materials; (ii) the Contract Price shall not be adjusted for any increase or decrease in the actual expenditure of the Contractor; (iii) Adjustments to the Contract Price for price fluctuations shall be based on the following formula only. If no objective criterion or standard exists for applying the following formula, adjustment of the Contract Price for price fluctuation shall not be valid under this Contract.]





$$P_n = a + b L_n / L_o + c E_n / E_o + d M_n / M_o + \dots$$

period "n", this period being [a month];

"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

"b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

"L<sub>n</sub>", "E<sub>n</sub>", "M<sub>n</sub>", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

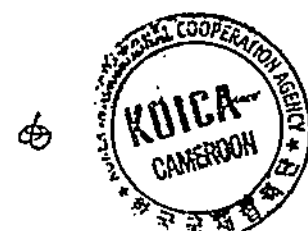
"L<sub>o</sub>", "E<sub>o</sub>", "M<sub>o</sub>", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Date of the Contract.

In cases where the "currency of index" (stated in the table) is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.

The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.]

Table of adjustment data:

Coefficient; Scope of index	Country of origin; Currency of index	Source of index; Title/definition	Value on stated date(s)	
			Value	Date
a =				
b =				
c =				
d =				
e =				



## Contract Price Payment Schedule and Method

[This Annex stipulates the timing and method of paying the Contract Price. The Annex does not contemplate the early payment of the Contract Price due to the pre-ordering of materials, etc.]

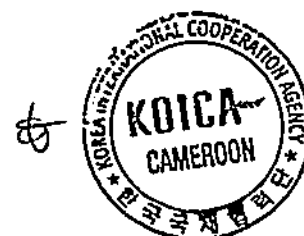
1. Consider the following two options for dealing with payment of the advance payment amount.

Either (i) pay the advance payment amount in accordance with Article 12.2 of the General Conditions, or (ii) do not require the payment of an advance payment.

2. Consider the following two options for dealing with payments for completed parts.

Either (i) allow the Contractor to make demands for payment in accordance with Article 12.3 of the General Conditions on a monthly basis, or (ii) require the Contractor to make demands for payment upon the achievement of certain milestones (in this case, the milestones will also need to be specified).

3. With respect to payments regarding equipment or materials, consider having the Contractor make demands for the same (i) as part of payments for completed parts, or (ii) when the relevant equipment or material is brought onto the Construction Site.
4. If equipment or materials need to be pre-ordered, consider having the Employer pay a significant percentage of the Contract Price when the relevant equipment or materials are shipped in consideration of the delivery conditions of the goods.



## Detailed Construction Schedule

(A) Approved Preliminary Program

(B) Milestone Dates

(C) Contract Program Requirements



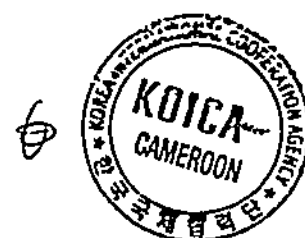
## Key Contractor Personnel

[Insert details of key Contractor Personnel involved in the Project and the Construction Works]

Key Contractor Personnel for the Project are:

No.	Position Description	Name
	<i>[for example: Safety Manager, Quality control Manager, Environmental Manager, Site Manager, Site Foreman]</i>	
1.	[insert position description]	[insert name]
2.	[insert position description]	[insert name]
3.	[insert position description]	[insert name]
4.	[insert position description]	[insert name]
5.	[insert position description]	[insert name]
6.	[insert position description]	[insert name]
7.	[insert position description]	[insert name]
8.	[insert position description]	[insert name]
9.	[insert position description]	[insert name]
10.	[insert position description]	[insert name]

If there is a position stated in this Annex but no person is named in that particular role, then the Contractor shall obtain the Employer's Construction Supervisor's approval before appointing a person to fill that role.



[Annex 10]

**KOICA Safety Management Manual**

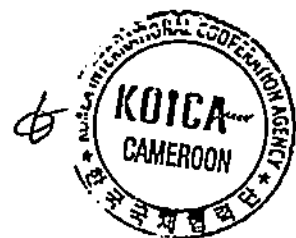
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[Annex 10]

KOICA Safety Management Manual

[Separately attached]



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# Safety Management Manual for Construction Projects of KOICA

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Dec. 2019

**KOICA**  
한국국제협력단

Country  
Program  
Planning Team



### [Introductory Remarks]

- KOICA publishes these guidelines to provide systematic procedures and standards for the safety management of construction projects carried out by our agency.
  - KOICA designed this document to reflect the distinctive features of overseas construction projects based on the safety management standards of Korea, which may be applied differently depending on local laws and regulations for each program and put into practice flexibly in consideration of field conditions and other distinctive features.
  - The standards of this document are described below. Matters not referred to in this manual shall be handled according to pertinent laws, regulations, and guidelines. If there is any inconsistency or conflict between this manual and the local safety standards, that inconsistency may be addressed through a separate agreement by and between KOICA and construction managers.
- Construction Technology Promotion Act and Enforcement Rule of the same Act (Ministry of Land, Infrastructure and Transport)
  - Guidelines for Safety Management of Construction Projects (announced by the Ministry of Land, Infrastructure and Transport)
  - Occupational Safety and Health Act (Ministry of Employment and Labor)
  - Procurement and Contract Provisions on External Grant and Cooperation Programs (Korea International Cooperation Agency Act)





# Contents

<b>CHAPTER 1. General Conditions</b>	<b>1</b>
1. Purpose	2
2. Scope of Application	2
3. Terminology	2
4. Composition and Characteristics of this Manual	4
5. Safety Management Activity and Procedures by Work phase and Participants	4
 <b>CHAPTER 2. Safety Management Work</b>	 <b>6</b>
1. Program Plans	7
1.1 General Safety Management Work	7
1.2 Hazard Identification	7
2. Design Procurement	8
2.1 Prepare Terms of Reference considering Construction Safety	8
2.2 Provision of Site Information	8
3. Design	9
3.1 Design Review	9
4. Design Completion	9
4.1 Review of the Final Design Outcomes	9
5. Construction Procurement and Contracting	10
5.1 Provision of Information on Preparing Safety Management Plans	10
5.2 Review of Safety Management Plans	10
5.3 Calculation of Safety Management Expenses	13
6. Construction	14
6.1 Verifying Observance of Safety Management Plans	14
6.2 Verifying Disbursement of Safety Management Expenses	14
6.3 Verifying Safety Inspections	14
6.4 Verifying Investigation Results for Safety-related Accidents on Construction Sites and the Results of Enforced Measures	15
 <b>CHAPTER 3. Safety Management Work in the Design Phase</b>	 <b>16</b>



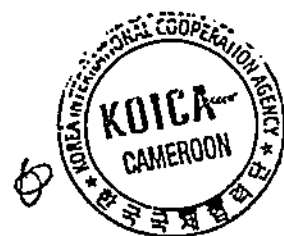
1. Design Procurement.....	17
1.1 Reviewing and Verifying Design Conditions.....	17
2. Design.....	18
2.1 Design Reflecting Construction Safety.....	18
2.2 Mutual Cooperation Architects by Work Classification.....	19
2.3 Reporting Design Descriptions	

#### **CHAPTER 4. Safety Management Work for Contractors..... 20**

1. Construction Procurement and Contracting.....	21
1.1 Work Allocation among Safety Management Personnel on Construction Sites.....	21
1.2 Verifying Information on Creating Safety Management Plans.....	21
1.3 Creation and Submission of Safety Management Plans.....	22
1.4 Creation of Safety Management Expense Spending Plans.....	24
2. Construction.....	25
2.1 Performance of Safety Management Plans.....	25
2.2 Disbursement of Safety Management Expenses.....	25
2.3 Implementation of Safety Education.....	25
2.4 Implementation of Safety Inspections.....	25
2.5 Emergency Mobilization for Safety-related Accidents and Emergency Measures.....	25
2.6 Attachment of Health and Safety Labels.....	28

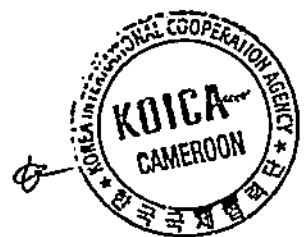
#### **CHAPTER 5. Safety Management Work for the Construction Manager..... 29**

1. Before Construction Commencement.....	30
1.1 Reviewing Adequacy of Work Allocation among Safety Management Personnel on Construction Sites.....	30
1.2 Reviewing and Verifying Safety Management Plans on Construction Projects..	30
2. Construction.....	31
2.1 Verifying Performance of Safety Inspections.....	31
2.2 Verifying Disbursement of Safety Management Expenses.....	31
2.3 Safety Management.....	31
2.4 Handling Accidents.....	33



# CHAPTER 1

## General Conditions



# **CHAPTER 1**

## **General Conditions**

### **1. Purpose**

The purpose of these guidelines is to systematically set out the roles and scope of work for the KOICA, architects, construction managers, contractors, etc. through all stages from the planning stage for the construction project by KOICA to construction completion and to publish and disseminate a manual regarding the safety management work throughout the construction.

### **2. Scope of Application**

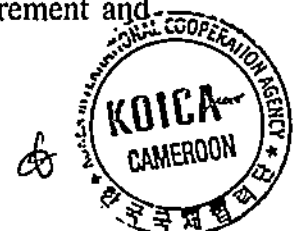
A. This manual shall be applied to construction projects corresponding to one or more of the following criteria which are required to devise safety management plans such as safety inspections and safety management organizations to secure safety under Article 62 of the Construction Technology Promotion Act.

- 1) Projects containing constructions with a budget of USD 1 million or more or with a gross floor area of 1,000 m<sup>2</sup> or more
- 2) Construction projects other than those in Paragraph 1 above, which are recognized explicitly by KOICA as requiring safety management

B. KOICA may separately determine matters other than those prescribed in this manual in connection with the safety management work of those participating in the safety management of a construction project for their application according to the characteristics of the construction, but those matters, not determined under this manual, shall be subject to pertinent statutes, regulations, and guidelines of a local government.

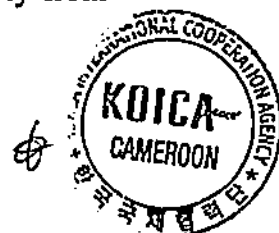
### **3. Terminology**

A. Construction project: Refers to every project for essential infrastructure including hospitals, schools, homes, roads, airports, railroads, irrigation facilities, water and sewage facilities, and water storage facilities as well as utilities like electric plants and water treatment facilities prescribed in Article 3(4) of the Procurement and



Contract Provisions on External Grant and Cooperation Programs under the Korea International Cooperation Agency Act.

- B. Safety management participants: Refers to project owners, architects, contractors, and construction managers who must perform safety management work throughout the project, from planning to completion.
- C. Safety management plan: Refers to the safety management plan for construction projects established according to Article 62 of the Construction Technology Promotion Act.
- D. Safety management costs: Expenses incurred in formulating and reviewing a safety management plan; safety inspections; taking measures to prevent damage to neighboring buildings, etc., caused by construction work, such as blasting or excavating; taking measures for safety management of passages around the project site; and expenses used by contractors to prevent industrial accidents and health problems during construction project according to Article 60 of the Enforcement Rule of the Construction Technology Promotion Act, Article 30 of the Occupational Safety and Health Act, and Article 14 of the General Terms and Conditions for International Construction Agreements of the Korea International Cooperation Agency.
- E. Repair: Refers to the mending of functional defects other than bearing capability such as durability and water resistance caused by hazards to a structure.
- F. Reinforcement: Refers to the enhancement of the bearing capability of a structure damaged by hazards such as loads exceeding the design load.
- G. Construction cost: Refers to the total construction cost, minus the land acquisition cost, compensation, legal fees, and value-added tax.
- H. Safety education: Refers to the training delivered to improve understanding of construction methods, promote order in construction, safe construction procedures, etc., for the safety of both the structure and the workers.
- I. Hazards: Refers to risks that negatively impact the safety of the construction or the construction site, nearby structures, etc., and factors denoting the possibility of harm. The hazards of a construction project arise not only during the construction stage but also during the planning and design stages.
- J. Safety management documents: Refer to the documents created by the project owner, architect, contractor, and construction manager to secure construction safety from the planning stage to the completion of a construction project.



#### **4. Composition and Characteristics of this Manual**

This manual is composed of 5 different chapters, and each chapter provides statutes and standards necessary for safety management participants for construction projects to perform safety management work to prevent safety-related accidents.

Chapter 1 illustrates the objective and applicable scope of this manual, contains the glossary, composition and characteristics of the manual, pertinent statutes, and guidelines and standards.

Chapter 2 describes the safety management work required for KOICA to perform as the final decision maker for construction projects.

Chapter 3 gives a detailed account of the safety management work that architects are required to perform so as to prevent safety-related accidents.

Chapter 4 depicts the safety management work of contractors that assume the largest responsibility in the safety management tasks of a construction project.

Chapter 5 clarifies the safety management work of construction managers who take up the role as the representatives of the project owner at a construction site.

#### **5. Safety Management Activity and Procedures by Work phase and Participants**

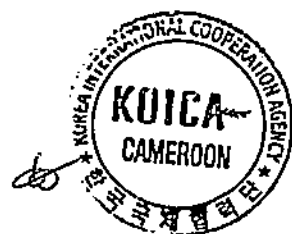
- The safety management roles that the project owner (KOICA), architect, contractor, and construction manager are required to perform in each stage from the planning and design to completion of a construction project are illustrated in the following flowchart.





## **CHAPTER 2**

# **Safety Management Work**





## **CHAPTER 2 Safety Management Work**

KOICA shall make decisions regarding various issues arising of a construction project taking into account the safety of the construction site. KOICA shall strive to perform safety management throughout construction projects by observing requirements determined by statutes on construction safety and maintaining an appropriate work environment.

KOICA shall perform the safety management work presented in this manual. However, this work may be carried out with the help of external experts in the field of construction safety, if necessary.

### **1. Project Planning**

#### **1.1 General Safety Management Work**

- 1.1.1 KOICA shall be in charge of verifying the proper performance of the work of safety management participants at a construction project site in line with this manual.
- 1.1.2 The work and responsibilities of architects, contractors, construction managers, etc., shall be set and documented starting from the project planning stage based on this manual.

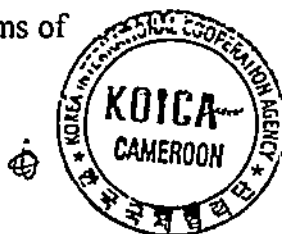
#### **1.2 Hazard Identification**

- 1.2.1 KOICA shall identify hazards, hazard sources, and mitigation measures requiring intensive management in the construction project via expert consultation and review of safety management documents contained in the design drawing of similar construction projects.

### **2. Design Procurement**

#### **2.1 Prepare Terms of Reference considering Construction Safety**

- 2.1.1 KOICA shall create design requirements for the design specifications (terms of



reference) based on the hazards, hazard sources, and reduction measures for the construction project identified during project planning.

2.1.2 In addition, KOICA shall include the design requirements under each of the following sub-paragraphs in the design specification (terms of reference) to ensure that the design takes into account construction safety. Furthermore, if necessary, KOICA may create design requirements capable of ensuring safety with the help of external experts.

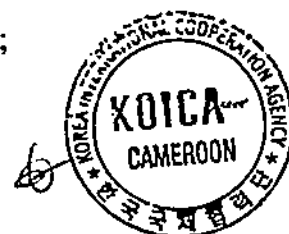
- (1) Hazards arising from the construction methods and procedures utilized in the design must be avoided, removed, or mitigated.
- (2) Safe installation and disassembly of temporary structures installed during the construction stage shall be considered.
- (3) Work shall be safely carried out without any construction procedures conflicting with other procedures at the same workplace.
- (4) Exclusive accesses for repair and cleaning and hatches with easily installable and removable equipment shall be considered to ensure easy facility maintenance.
- (5) Easily-breakable materials shall be minimally used and asbestos and materials containing asbestos shall not be used.
- (6) Existing structures shall remain undamaged during disassembly and repair work.

## **2.2 Provision of Site Information**

2.2.1 When architects are required to identify hazards based on the distinctive features of the site's conditions or which arise from previously performed work according to the Construction Planning Guidelines, KOICA shall provide related data and information.

2.2.2 KOICA shall offer the following site information to architects with the cooperation of the recipient country or organization:

- (1) Matters regarding the existence of asbestos or harmful substances such as chemical waste within the site;
- (2) Matters regarding access to the worksite such as railroads and busy roads adjacent to the site;
- (3) Matters regarding underground facilities and groundwater flows
- (4) Matters regarding adjacent buildings, structures, and trees that may cause a collapse;
- (5) Matters regarding land subsidence that may negatively affect structure;



- (6) Matters regarding obstacles or advantages for the installation of facilities or equipment within the site.

### **3. Design**

#### **3.1 Design Review**

- 3.1.1 KOICA shall review the design specifications for each stage of design to check and verify the observance of each of the following requirements:
- (1) Whether the hazards in the corresponding construction project are continuously identified according to the design requirements of design specifications (terms of reference) and any mitigatory measures are being sought;
  - (2) Whether the construction methods and procedures arranged in the design, types of hazards contained in the design, and means to control such risks are all being documented;
  - (3) Where the engineers participating in the design stage have sufficient expertise in construction safety, whether any experts in construction safety are participating.
- 3.1.2 Where any design modification is considered at the request of architects or KOICA, KOICA shall demand that the architects to make sure that the design requirements in the design specifications (terms of reference) are satisfied.

### **4. Design Completion**

#### **4.1 Review of the Final Design Outcomes**

- 4.1.1 KOICA shall identify whether documents containing details described by each of the following sub-paragraphs are available for the final design outcomes and organize them to convey them to the contractor.
- (1) Hazards and risks to construction safety derived during the design stage;
  - (2) Matters related to various construction methods and procedures assumed in the design;
  - (3) Geotechnical investigation report (if conducted by both the recipient country and KOICA, both shall be included)
- 4.1.2 Where the final design outcomes do not satisfy the design requirements of the design specifications (terms of reference), KOICA shall request that the architects modify and supplement said outcomes.



- 4.1.3 KOICA should check that the bill of quantity (BoQ) consists of safety management costs (0.5% or more of the total construction costs, excluding non-contingency) as separate items.

## **5. Construction Procurement and Contracting**

### **5.1 Provision of Information on Preparing Safety Management Plans**

- 5.1.1 KOICA shall provide the following information for the contractor to formulate a safety management plan that reflects the distinctive features of the site conditions and the final design outcome:

- (1) Matters regarding the existence of asbestos or harmful substances such as chemical waste within the site;
- (2) Matters regarding access to the worksite such as railroads and busy roads adjacent to the site;
- (3) Matters regarding underground facilities and groundwater flows
- (4) Matters regarding adjacent buildings, structures, and trees that may cause a collapse;
- (5) Matters regarding land subsidence that may negatively affect structure;
- (6) Matters regarding obstacles or advantages for the installation of facilities or equipment within the site.

### **5.2 Review of Safety Management Plans**

#### **5.2.1 Review of Safety Management Plans**

- (1) As for the safety management plan formulated by the contractor, KOICA shall request that the contractor submit a confirmation from the construction manager (CM) including review opinions on the safety management plan prior to the commencement of the construction project (pre-work for construction such as site development and installation of temporary offices shall not be deemed as marking the commencement). The same shall apply to the modification to the safety management plan.
- (2) KOICA shall review the safety management plan submitted by the contractor according to Article 98 (3) of the Enforcement Decree of the Construction Technology Promotion Act under the established standards set out in Article 58 of the Enforcement Rule of the Construction Technology Promotion Act, and



notify the contractor of the results within 20 days.

(3) KOICA shall classify and determine the review results for the safety management plan in the following manner according to Article 98 (5) of the Enforcement Decree of the Construction Technology Promotion Act:

- ① Adequate: When safety measures are accurately and systematically formulated, and safety in executing the construction works is deemed sufficiently ensured;
  - ② Conditionally adequate: When the plan does not critically affect the safety but is deemed to require partial supplementation;
  - ③ Inadequate: When the plan is likely to cause an accident during construction or when the plan is deemed to have a fundamental defect.
- (4) Where the safety management plan has been determined as inadequate pursuant to (3) ③ above, KOICA shall enforce necessary measures such as requiring modification to the safety management plan.

#### 5.2.2 Standards for Safety Management Plans

##### (1) Safety management plan

- A. Overview of construction projects: A location map, an overview of construction work, and overall work process chart for ascertaining the overview of construction work in a summary
- B. Safety management organization: A management organization chart regarding the construction management organizational structure and its tasks for inspecting and monitoring safety in the construction of facilities and safety of the surroundings of the construction site.
- C. Safety inspection plan for each work process: Matters regarding implementation plans, etc., including the timing for and details of internal and periodic safety inspections, and the safety inspection process chart (including a plan for installing and operating measuring equipment and safety monitoring equipment, such as closed-circuit television systems).
- D. Measures for safety management for the surroundings of a construction site: Matters regarding safety management for the construction site and its surroundings, including the protection of facilities buried underground and neighboring facilities and protection of the ground while performing construction work.
- E. Plan for installing traffic safety facilities and traffic control: Matters regarding traffic safety management, including measures for traffic



controls around the construction site, traffic safety facilities, and measures for preventing traffic accidents.

- F. Plan for disbursing safety management expenses: Matters regarding the amount appropriated for safety management expenses, the details of the calculation, an expenditure plan, etc.
- G. Safety training plan: Matters regarding a safety training plan, training programs, and management of safety training.
- H. Emergency measures plan: Matters regarding an emergency communication network, an emergency mobilization organization, a warning system, first aid measures, restoration, etc., in preparation for an emergency at the construction site.

## (2) Detailed Safety Management Plan for works

### A. Temporary works:

- An overview of the installation of temporary structures and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for the safety of temporary structures.

### B. Excavation and blasting works:

- An overview of excavation, soil sheathing, blasting, and pile driving works; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for the safety of excavated slopes, backfilling, etc.

### C. Concrete works:

- An overview of construction works, including concrete forms, small posts, steel bars, and concrete; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for the safety of small posts, etc.

### D. Steel structure works:

- An overview of materials, equipment, etc.; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for the safety of temporary structures.



- An overview of materials, equipment, etc.; and detailed shop drawings;

**E. Earth filling and cutting works: (including earth dam works)**

- An overview of materials, equipment, etc.; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for safety.

**F. Demolition works:**

- An overview of structures to be demolished, demolition methods, etc.; and detailed shop drawings;
- A plan on the order of demolition, and on facilities and measures for safety, etc.

**G. Mechanical and electrical works:**

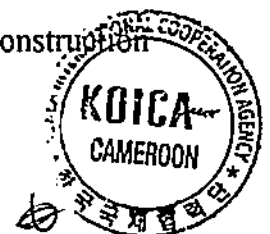
- An overview of materials, equipment, etc.; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for safety.

5.2.3 When the contractor creates or modifies a safety management plan, KOICA shall require the construction manager to review the adequacy of the safety management plan and file a written report to KOICA. In addition, KOICA shall verify the matters pointed out in the safety management plan reported by the construction manager in writing and request the contractor to correct or supplement the plan, if necessary.

**5.3 Calculation of Safety Management Expenses**

5.3.1 KOICA shall add expenses incurred in formulating and reviewing a safety management plans, in safety inspections, in taking measures to prevent damage to neighboring buildings, etc., caused by construction work such as blasting and excavation, in taking measures for safety management of passages around the project site, and expenses used by contractors to prevent industrial accidents and health problems during construction by contractor for the purposes mentioned above only to the construction expenses according to Article 63 of the Construction Technology Promotion Act, and Article 60 of the Enforcement Rule of the same Act, and Article 30 of the Occupational Safety and Health Act.

5.3.2 Where the safety management expenses are added to the construction expenses, KOICA shall comply with the following standards:



- (1) Amount subject to safety management expenses: Amount excluding reserve funding from the total construction expenses
- (2) Calculation method: Amount subject to safety management expenses x 0.5% or more
- (2) Payment of safety management expenses: The contractor shall file a claim for payment of safety management expenses to KOICA along with a confirmation as to the proper disbursement of the safety management expenses to match the purpose prescribed under the safety management plan made by the construction manager.

## 6. Construction

### 6.1 Verifying Observance of Safety Management Plans

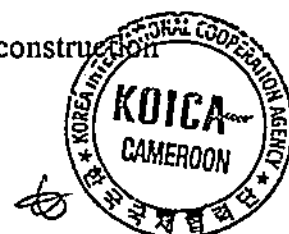
- 6.1.1 KOICA shall verify the contractor's proper performance of the safety management plan. However, if construction project management, similar to consigned supervision, is being implemented, KOICA may allow the construction manager to verify the performance of the safety management plan and file a report on their own.
- 6.1.2 If there are any issues pointed out by the review of the safety management plan under the immediately preceding paragraph, KOICA shall review said issues and request the contractor make corrections, if necessary.

### 6.2 Verifying Disbursement of Safety Management Expenses

- 6.2.1 KOICA shall verify whether the safety management expenses are spent to meet the disbursement standards. However, if construction project management such as the consigned supervision for the corresponding construction project is being implemented, KOICA shall direct the construction manager to review the adequacy of the settlement data according to the safety management activities and file a report.

### 6.3 Verifying Safety Inspections

- 6.3.1 KOICA shall direct the construction manager and contractor to conduct safety inspections according to each of the following retirements:
  - (1) Conduct self-imposed safety inspections each day during the construction





period;

- (2) Conduct regular safety inspections according to the timing and frequency prescribed under the safety management plan;
- (3) Conduct thorough safety inspections if physical and functional defects are found in the construction project as a result of the regular safety inspection, and thus measures such as repairs and reinforcement are required.

#### **6.4 Verifying Investigation Results for Safety-related Accidents on Construction Sites and the Results of Enforced Measures**

- 6.4.1 In the event of a safety-related accident on the worksite of the corresponding construction project, KOICA shall require the contractor to enforce necessary emergency measures.
- 6.4.2 In the event of a safety related accident, KOICA shall direct the construction manager to conduct an investigation into the cause to determine the principal wrongdoer, and report the results and measures enforced to KOICA in writing.



## **CHAPTER 3**

# **Safety Management Work in the Design Phase**



## **CHAPTER 3 Safety Management Work in the Design Phase**

Decisions made by architects significantly impact the construction project as well as construction safety. However, it is well known that architects have traditionally focused on the safety of end-users during the process of creating design alternatives, overlooking safety during construction of the project.

Nevertheless, the safety of a construction project may be improved if the architect considers the safety of workers and constructions to the extent that other design elements such as functionality and aesthetics are not affected, or if the hazards not reflected in the design are communicated to the contractor.

Therefore, architects shall be the first to identify the hazards for construction safety, and shall actively strive to create designs that ensure that constructions and workers are not exposed to unnecessary hazards.

### **1. Design Procurement**

#### **1.1 Reviewing and Verifying Design Conditions**

1.1.1 An architect shall identify and review the characteristics of the corresponding site with a focus on the following details before the design commencement:

- (1) Matters regarding access to the worksite such as railroads and busy roads adjacent to the site;
- (2) Matters regarding underground facilities and groundwater flows
- (3) Matters regarding adjacent buildings, structures, and trees that may cause a collapse;
- (4) Matters regarding land subsidence that may negatively affect structure;

1.1.2 An architect shall identify and review the requirements for safety management specified in the design requirements of the design specifications (terms of reference) of KOICA.

1.1.3 Even in the case where the terms of reference of KOICA specify no particular safety management requirements, an architect shall review and verify the



requirements under pertinent laws and regulations.

## **2. Design**

### **2.1 Design Reflecting Construction Safety**

2.1.1 Based on the design requirements under the design specifications (terms of reference), the architect shall determine hazards which could be potentially fatal during the design process and consider mitigatory measures to reduce such hazards according to the following order of priority:

- (1) Removal of hazards;
- (2) Creation of a design that reduces the prevalence of hazards to the extent that other design elements such as functionality and aesthetic are not infringed;

2.1.2 Efforts shall be made to ensure that the design for safety observes each of the following standards:

- (1) Hazards arising from the construction methods and procedures utilized in the design must be avoided, removed, or mitigated.
- (2) Safe installation and disassembly of temporary structures installed during the construction stage shall be considered.
- (3) Work shall be safely carried out without any construction procedures conflicting with other procedures at the same workplace.
- (4) Exclusive accesses for repair and cleaning and hatches with easily installable and removable equipment shall be considered to ensure easy facility maintenance.
- (5) Easily-breakable materials shall be minimally used and asbestos and materials containing asbestos shall not be used.
- (6) Existing structures shall remain undamaged during disassembly and repair work.

2.1.3 The architect shall have the construction methods and procedures determined in the design, the remaining hazards, and means for controlling such hazards well organized in the design document drawings or specifications.

2.1.4 The principal architect shall conduct meetings with architects from each work classification to consult the design for safety.

2.1.5 Architects with expertise in a corresponding field shall participate to ensure that he/she has a clear understanding of construction methods and procedures to provide a design that considers hazards and promotes safety.



2.1.6 In the event that the architect has an insufficient understanding of the construction methods and procedures or lacks expertise in safety, a construction safety expert may be allowed to participate in the design process.

## **2.2 Mutual Cooperation Architects by Work Classification**

2.2.1 The original architect shall cooperate with architects from different work classifications according to each of the following methods:

- (1) Application of assessment methods for common hazards and risks to safety;
- (2) Holding regular meetings with architects from different work classifications;
- (3) Periodic cross-checking of designs.

## **2.3 Reporting Design Descriptions**

2.3.1 The architect shall regularly report each of the following details to KOICA:

- (1) Continuous reduction of hazards and risks to safety in the corresponding construction according to the design requirements under the design specifications (terms of reference) and consideration of relevant reduction measures;
- (2) Documentation on the construction methods and procedures, types of hazards remaining in the design, and means for controlling such hazards while designing making assumptions as to the field conditions;
- (3) If different architects have participated from each work classification, there should be a uniform application of hazard designation and assessment standards;
- (4) Holding consultative meetings with architects from different work classifications so as to reflect matters taking into account the safety of construction in the design phase.
- (5) If the engineers participating in the design stage lack expertise in construction safety, an expert in construction safety shall be brought in to participate.

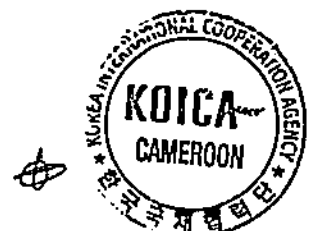
## **2.4 Bill of Quantity**

2.4. The architect shall separate and reflect the items of safety management expenses when preparing the bill of quantity in the design document.



## CHAPTER 4

# Safety Management Work for Contractors



## **CHAPTER 4 Safety Management Work for Contractors**

The decisions made by the contractor regarding construction safety directly affects the construction project. If the contractor gives thorough consideration to the safety of workers and the construction object to the extent that other construction objectives such as construction schedule, construction cost, and quality are not infringed, safety-related accidents may be prevented or reduced. Therefore, KOICA and construction manager shall ensure that the contractor performs the safety management work presented in this manual to prevent any safety-related accidents.

### **1. Construction Procurement and Contracting**

#### **1.1 Work Allocation among Safety Management Personnel on Construction Sites**

1.1.1 Since a contractor holds the primary responsibility regarding the safety management of the construction project worksite, the contractor shall take charge of verifying whether the construction project work of the safety management personnel in the following sub-paragraphs are properly carried out:

- (1) Safety supervisor who is in charge of the construction and safety work for the corresponding construction project;
- (2) Safety management personnel by field in charge of construction and safety management for each field of civil engineering, construction, electricity, machinery, facilities, etc.;
- (3) Members of a consultative body composed of subcontractors and sub-subcontractors.

#### **1.2 Verifying Information on Creating Safety Management Plans**

1.2.1 In order to create a safety management plan for the unique features of the site conditions and hazards remaining in the design, the contractor shall verify each of the following details:

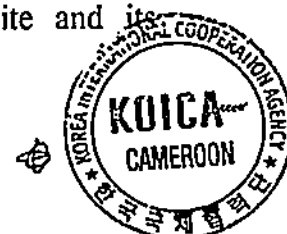
- (1) Matters regarding access to the worksite such as railroads and busy roads adjacent to the site;



- (2) Matters regarding underground facilities and groundwater flows
- (3) Matters on the adjacent buildings, structures, and trees that may cause a collapse;
- (4) Matters regarding land subsidence that may negatively affect structure;
- (5) Matters regarding obstacles or advantages for the installation of facilities or equipment within the site.
- (6) Other requirements specified under pertinent laws and regulations.

### **1.3 Creation and Submission of Safety Management Plans**

- 1.3.1 The contractor shall create a safety management plan attached with a confirmation of the construction manager including his/her review opinion as to the safety management plan and submit the said documents to KOICA before the construction commencement. The same shall apply to the case where the safety management plan becomes modified (excluding minor matters not corresponding to the modification of construction methods, etc.).
- 1.3.2 The contractor shall create the safety management plan by classification according to the work classification, obtain approval of the construction manager before the commencement of the work under the corresponding classification, and furnish them at work sites.
- 1.3.3 The contractor shall submit a written report as to the implementation status of the safety management plan to the construction manager.
- 1.3.4 The safety management plan shall be formulated in the following manner:
  - (1) Safety management plan
    - A. Overview of construction projects: A location map, an overview of construction work, and overall work process chart for ascertaining the entire construction work in a summary
    - B. Safety management organization: A management organization chart regarding the construction management organizational structure and its tasks for inspecting and monitoring safety in the construction of facilities and safety of surroundings of the construction site.
    - C. Safety inspection plan for each work process: Matters regarding implementation plans, etc., including the timing for and details of internal safety inspections and periodic safety inspections, and a safety inspection process chart.
    - D. Measures for safety management for the surroundings of construction site: Matters regarding safety management for the construction site and its





surroundings, including the protection of facilities buried underground and neighboring facilities and the protection of the ground while performing construction work.

- E. Plan for installing traffic safety facilities and traffic control: Matters regarding traffic safety management, including measures for traffic control around the construction site, traffic safety facilities, and measures for preventing traffic accidents.
- F. Plan for disbursing safety management expenses: Matters regarding the amount appropriated for safety management expenses, the details of the calculation, an expenditure plan, etc.
- G. Safety training plan: Matters regarding a safety training plan, the kind and subjects of training programs, and managing training.
- H. Emergency measure plan: Matters regarding an emergency communication network, an emergency mobilization organization, a warning system, first aid measures, restoration, etc. in preparation for an emergency at the construction site.

(2) Detailed Safety Management Plan for Each Structure (it may be submitted before commencing the relevant construction works)

A. Temporary construction works

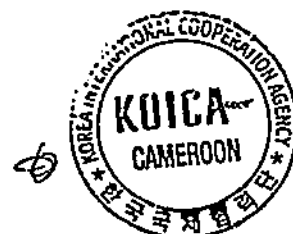
- An overview of the installation of temporary structures and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for the safety of temporary structures.

B. Excavation works and blasting works

- An overview of excavation, soil sheathing, blasting, and pile driving works; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for the safety of excavated slopes, backfilling, etc.

C. Concrete works

- An overview of construction works, including concrete forms, small posts, steel bars and concrete; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for the safety of small posts, etc.



**D. Steel structure works**

- An overview of materials, equipment, etc.; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for the safety of steel structures.

**E. Earth filling and cutting works (including earth dam works)**

- An overview of materials, equipment, etc.; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for safety.

**F. Demolition works**

- An overview of structures to be demolished, demolition methods, etc.; and detailed shop drawings;
- A plan on the order of demolition, and on facilities and measures for safety, etc.

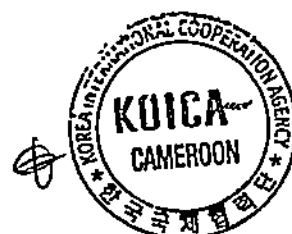
**G. Mechanical and electrical works:**

- An overview of materials, equipment, etc.; and detailed shop drawings;
- The procedures and precautions for safe construction;
- A safety inspection plan and a safety inspection checklist;
- A calculation sheet for safety.

**1.4 Creation of Safety Management Expense Spending Plans**

1.4.1 The contractor shall make a spending plan for safety management expenses by adding expenses incurred in formulating and reviewing a safety management plans, in safety inspections, in taking measures to prevent damage to neighboring buildings, etc. caused by construction works, such as blasting and excavation, in taking measures for safety management of passages around the project site, and expenses used by contractors to prevent industrial accidents and health problems during construction by contractor for the aforementioned purposes only to the construction expenses pursuant to Article 63 of the “Construction Technology Promotion Act”, and Article 60 of the Enforcement Rule of the same Act, and Article 30 of the “Occupational Safety and Health Act”.

- (1) Amount subject to safety management expenses: Amount excluding reserve fund from the total construction expenses
- (2) Calculation method: Amount subject to safety management expenses x 0.5%  
or more



- (3) The calculated amount and disbursement plan for safety management expenses attached with a confirmation of the construction manager shall be submitted to KOICA before breaking of ground.

## **2. Construction**

### **2.1 Performance of Safety Management Plans**

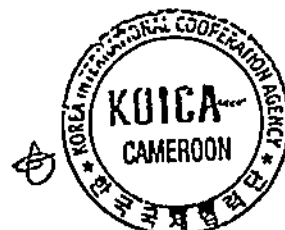
- 2.1.1 The contractor shall perform the safety management work at the construction site pursuant to the safety management plan.
- 2.1.2 The contractor shall submit a written report as to the implementation status of the safety management plan to the construction manager.

### **2.2 Disbursement of Safety Management Expenses**

- 2.2.1 The contractor shall create the disbursement status of safety management expenses for each quarter according to the progress on the construction.
- 2.2.2 The contractor shall ensure that safety management expenses are spent for the set purpose only, and shall regularly report to the construction manager regarding the disbursement performance for safety management expenses according to the safety management activities.
- 2.2.3 The contractor shall request the safety management cost by attaching the confirmation from the construction management engineer.

### **2.3 Implementation of Safety Education**

- 2.3.1 The contractor shall establish the safety education plan with focus placed on each of the following details pursuant to Article 65 of the "Construction Technology Promotion Act" and deliver safety education accordingly:
- (1) Discovery of the need for education;
  - (2) Decision as to the education target, details, and methods;
  - (3) Education preparation;
  - (4) Education delivery;
  - (5) Education assessment.
- 2.3.2 The contractor shall deliver safety education with focus placed on each of the following details according to the safety education plan:
- (1) Statistics and information on safety-related accidents;



- (2) Matters regarding the quality of workers;
- (3) Matters regarding safety management organizations;
- (4) Matters regarding safety systems, standards, and procedures;
- (5) Matters regarding production processes and techniques;
- (6) Detailed construction orders according to the detailed shop drawings and precautions to take for construction techniques;
- (7) Matters regarding pertinent statutes.

2.3.3 The contractor shall record and manage the safety education details and regularly report the safety education performance to the construction manager.

## **2.4 Implementation of Safety Inspections**

2.4.1 The contractor shall conduct safety inspections according to each of the following classifications on its own or by requesting at construction safety inspection agencies:

- (1) Conduct self-safety inspections each day during the construction period;
- (2) Conduct regular safety inspections according to the timing and frequency prescribed under the safety management plan;
- (3) Conduct precise safety inspections if physical and functional defects are found in the construction project as a result of the regular safety inspection, and thus measures such as repairs and reinforcement are required.

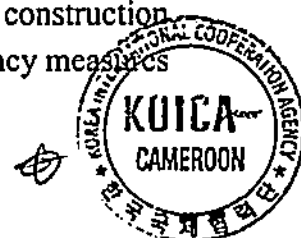
2.4.2 The contractor shall use the self- and periodic safety inspection checklist during the construction period of a project and conduct self-safety inspections. The items to be inspected may be added according to the circumstances of the worksite.

2.4.3 The contractor shall promptly perform the measures according to the results of the self-safety inspection, and shall periodically file pertinent reports to the construction manager.

2.4.4 Where the structural stability as to the fatal physical and functional defects or causes of such defects in the facilities are found in the regular safety inspection for each process, the contractor shall conduct a precision investigation, measurement, and assessment to present means such as repair and reinforcement.

## **2.5 Emergency Mobilization for Safety-related Accidents and Emergency Measures**

2.5.1 Where a safety related accident takes place in the worksite of the construction project, the contractor shall immediately enforce necessary emergency measures.



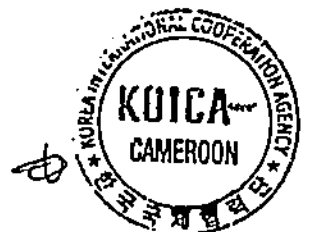
and report the branch head of KOICA (or construction manager in the corresponding region) and the construction manager of such accident.

## **2.6 Attachment of Health and Safety Labels**

2.6.1 Contractor shall strive to attach health and safety labels to the locations, facilities or objects that are easily noticeable by workers.

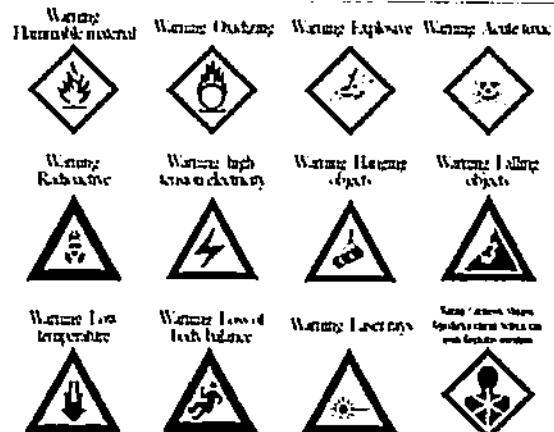
2.6.2 The labels shall be, in principle, written in both English and the local language for multinational workers, the displayed language shall be determined via mutual consultation of the local branch of KOICA and the construction manager.

2.6.3 The examples of health and safety labels are as follows:



# 1

## Prohibition sign



# 3

## Instruction sign

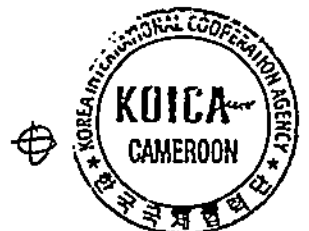


# 4



## CHAPTER 5

# Safety Management Works for the Construction Manager



## **CHAPTER 5 Safety Management Works for the Construction Manager**

project management work as part of the construction project management subcontractor pursuant to Article 26 of the “Construction Technology Promotion Act”.

The construction manager shall be in charge of his/her role as a representative of KOICA at the worksite. The construction manager's main task is to review whether the decisions of the contractor has been correctly made for the construction safety to the extent other construction objectives such as construction schedule, construction cost, and quality are not infringed. As such, the task of the construction manager allows the prevention or reduction of safety-related accidents.

Therefore, KOICA and shall ensure that the construction manager performs the safety management work presented in this manual so as to prevent any safety-related accidents.

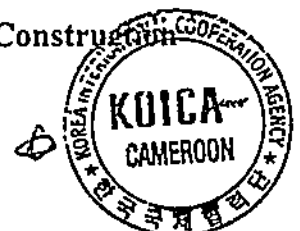
### **1. Before Construction Commencement**

#### **1.1 Reviewing Adequacy of Work Allocation among Safety Management Personnel on Construction Sites**

1.1.1 The construction manager shall review whether the safety management organization created by contractor and safety management work assigned for each of the following safety management personnel at the construction site satisfy legal requirements:

- (1) Safety supervisor who takes charge of the construction and safety work for the corresponding construction project;
- (2) Safety management personnel by field in charge of construction and safety management for each field of civil engineering, construction, electricity, machinery, and facilities, etc.;
- (3) Members of a consultative body composed of subcontractors and sub-subcontractors.

#### **1.2 Review and Verification of Safety Management Plans for Construction**





## **Projects**

- 1.2.1 The construction manager shall review and verify the adequacy of safety management plan created by the contractor pursuant to Article 98 and Article 99 of the “Enforcement Decree of the Construction Technology Promotion Act” and in the event any matters require supplementation, the construction manager shall ensure that the contractor to make such supplementation.

## **2. Construction**

### **2.1 Verifying Performance of Safety Inspections**

- 2.1.1 The construction manager shall verify whether the safety measures, inspections, etc. are carried out according to the safety management plan for the construction project, and ensure that contractors who have failed to perform such duties to implement safety measures, inspections, etc. prior to the construction commencement.
- 2.1.2 The construction manager shall verify whether the contractor has conducted a self-safety inspection.
- 2.1.3 The construction manager shall review the safety inspection results submitted by the contractor and report the corresponding details to KOICA, before requesting the contractor to implement measures under the direction of KOICA.

### **2.2 Verifying Disbursement of Safety Management Expenses**

- 2.2.1 The construction manager shall verify whether the safety management expenses are used to serve the purpose prescribed under the safety management plan for the construction project.
- 2.2.2 The construction manager shall guide and verify the matters regarding the disbursement of safety management expenses for the construction project.
- 2.2.3 The construction manager shall confirm the safety management cost provided by contractor and it should be calculated in final payment.

### **2.3 Safety Management**

- 2.3.1 The construction manager shall ensure that safety organizations are formed to promote safe construction of the project and structured suitable for the work site scale and work details, and shall report such information to KOICA.
- 2.3.2 The construction manager shall review and verify the adequacy



management plan created by contractor pursuant to Article 98 and Article 99 of the “Enforcement Decree of the Construction Technology Promotion Act” and in the event any matters require supplementation, the construction manager shall ensure that the contractor to make such supplementation to the plan.

2.3.3 The construction manager shall remain fully committed to the guidance regarding all types of safety management to prevent industrial accidents, while at the same time, he/she shall perform each of the following tasks so as to comply with safety-related statutes applied to the recipient country.

- (1) Reviewing the legal satisfaction of the safety organization formation and assignments of the contractor and substantive activities;
- (2) Reviewing the assignment performance capability and granted authority of safety managers;
- (3) Establishment of a safety plan associated with the construction plan and reviewing its effectiveness;
- (4) Reviewing whether the safety inspection and safety education plans have been formulated and their adequacy;
- (5) Reviewing the adequacy of the safety management budget compilation and disbursement plan;
- (6) Reviewing the availability of safety management regulations at the worksite and the adequacy of their details;
- (7) The safety management expenses are available for use to serve any other purposes;
- (8) Implementation of the safety education plan (in-house safety education and occupational training);
- (9) Implementation of safety measures for dangerous locations and work.  
(work at height, work with a danger of falls, work with a danger of dropping and flying objects, blasting work, work handling heavyweight objects, work handling electrical facilities, work with fire hazards, dangerous work handling construction machinery, etc.);
- (10) Attachment and maintenance of safety labels;
- (11) Securing safety passage, stacking and organization, and materials;
- (12) Accident investigation and causal analysis, and preservation of various statistical data;
- (13) Verifying monthly use of safety management expenses.

2.3.4 The construction manager shall ensure that contractor records and maintains



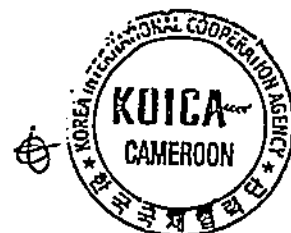
of the following data so as to perform tasks related to safety:

- (1) Daily safety records (daily report);
- (2) Performance of safety inspections (may be included in the daily safety records);
- (3) Safety education (may be included in the daily safety records);
- (4) Reporting of various accidents;
- (5) Disbursement of safety management expenses (frequent inspection and verification).

2.3.5 The construction manager shall verify whether the safety measures, inspections, etc., are carried out according to the safety management plan for the construction project, and ensure that contractors who have failed to perform such duties to implement safety measures, inspections, etc. prior to the construction commencement.

## 2.4 Handling Accidents

2.4.1 In the event of an accident at work site, the construction manager shall ensure that the contractor immediately enforces necessary emergency measures and report such details to KOICA along with a detailed account and review opinion regarding the said accident.



# Contract for International Construction Works

This Contract for International Construction Works (this "Contract") is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20XX (the "Effective Date")

## BETWEEN

- (1) The \_\_\_\_\_ local office of the Korea International Cooperation Agency ("KOICA"), a governmental organization established under the laws of the Republic of Korea ("Korea") and having its registered address at 825, Daewangpangyo-ro, Sujeong-gu, Seongnam-si, Gyeonggi-do, Republic of Korea (13449) (the "Employer"); and
- (2) [insert name], a [insert type of company i.e. limited liability] company incorporated under the laws of [insert jurisdiction] and having its registered address at [insert full address] (the "Contractor").

## A. CONTRACTOR'S COVENANT

In connection with the [insert name/description of the project/development] (the "Project") which KOICA is in the process of implementing in [insert name of country in which the Project is being implemented] (the "Recipient Country") and the related construction and construction works covered under [insert name of contract] (under Contract No. \_\_\_\_\_) (the "Construction" or the "Construction Works"), the Contractor hereby (i) represents and warrants to the Employer and KOICA that it possesses the requisite experience, expertise, qualifications and capabilities; (ii) agrees that all terms and conditions and ancillary or supplementary documents provided in connection with this Contract form part of this Contract; and (iii) covenants to fulfill its obligations under this Contract in good faith.

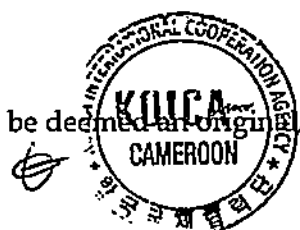
## B. KEY TERMS AND CONDITIONS

The key terms and conditions of this Contract are as follows:

1. Contract Price: \_\_\_\_\_ (\_\_\_\_\_) (inclusive of VAT and other taxes)
2. Deposit: \_\_\_\_\_ (Type: \_\_\_\_\_)
3. Completion Deadline: \_\_\_\_\_
4. Rate of Liquidated Damages for Delay: [0.05% of the Contract Price] / day
5. Rate of Security Deposit for Defects: [3]% of the Contract Price
6. Contract Documents:
  - 6.1 this Contract
  - 6.2 General Conditions of the Contract for International Construction Works (the "General Conditions")
  - 6.3 Special Conditions of the Contract for International Construction Works (including the Detailed Terms and Conditions, Schedules, Appendices, Annexes and Attachments) (the "Special Conditions")
  - 6.4 Design Documents
  - 6.5 Statements of calculation, proposal, instruction to bidders regarding the tender for international construction works and other tender documents, as well as other document that form part of this Contract (including without limitation notices and communications exchanged between the parties hereto in accordance with the terms of this Contract)

## C. COUNTERPART EXECUTION

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed and delivered by their duly authorised signatories as of the date first written above.

For the EMPLOYER

For the CONTRACTOR

\_\_\_\_\_ Local Office of Korea International [insert full name]  
Cooperation Agency

\_\_\_\_\_  
Name:

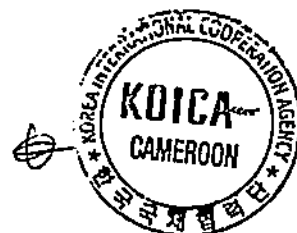
Title: [Contracting Manager]

Address:

\_\_\_\_\_  
Name:

Title: [Representative Director / CEO]

Address:



## Power of Attorney for the authority to sign and execute contracts

(계약서 서명권한 위임장)

From 발신:

To 수신: President of KOICA (Country Director of KOICA Cameroon Office)

Date 일자:

Re: Power of Attorney for the authority to sign and execute contracts

Bid Invitation No.

입찰공고 \_\_\_\_\_ 관련 계약서 서명권한 위임장

---

I, the undersigned, as the proposed Contractor (Designator) participating in the bidding with respect to the Bid Announcement written above, and hereby authorize the Bidder (Designee) to sign and execute contracts for the foregoing Bid in accordance with this power of attorney.

본인은 위 기재 입찰공고와 관련한 입찰에 참여하는 계약자(위임인)로서, 위 입찰공고와 관련된 계약의 계약서에 서명할 권한을 입찰자(수임인)에게 위임합니다.

(Signature 서명)

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(PRINT)

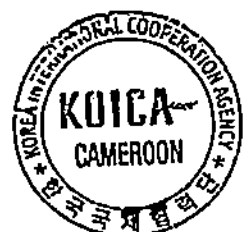
(Name and Title 성명 및 직책)

Contractor(Designator)'s Name 계약자(위임인)명:

Address 주소:

Phone number 전화번호:

Fax number 팩스번호:



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

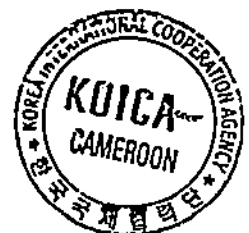
당 사는 사업을 수행함에 있어서 일자리 창출, 균등한 기회 및 사회통합, 상생협력, 반부패·청렴 및 윤리경영 등 다양한 사회적 가치를 존중하고 이를 구현하기 위해 노력할 것을 확약합니다.

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

2023. 00. 00.

Swearer (Contract manager)	소속기관: KOICA 소속부서: XXX Office	직책(job position):	성명(name):	(sign)
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## 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 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*.

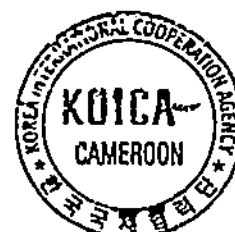
3. If it is found that the Company/I has/have provided money and valuables and/or entertainment, etc. (including illegal offering of a job position to relatives, etc.) to the related executives and employees in connection with bidding, winning a bid, and execution and/or performance of the contract, 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.

[date]

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



To the President of Korea International Cooperation Agency