



KOREA INTERNATIONAL COOPERATION AGENCY

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

B.P.: 35415

Yaounde-Cameroon

Tel: 222 20 04 77

E-mail: cameroon@koica.go.kr

Summary of Bidding (Procurement of Works)

Date: 21st October, 2025

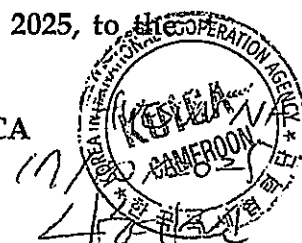
Invitation No.: L2025-0006-1

1. The KOICA (Korea International Cooperation Agency) Cameroon Office intends to invite foreign and local eligible Bidders for *Medical Equipment Purchase for the project for 'Project for Building of Emergency Medical Services System in Cameroon'*.

Brief of Bidding

Bid Title	1st Medical Equipment Procurement for the 'Project for Building of Emergency Medical Services System in Cameroon'
Summary of Purchase	Medical Equipment for Centre des Urgences de Yaoundé (CURY) : Defibrillator, Operating Table, Stretcher Cart, X-ray (portable DR), X-ray (fixed DR), Autoclave, Washer-disinfector, Plasma Sterilizer (Low temp)
Duration	Until 150 days from the date of signing the contract (Placement & Installation within 120 days after signing Contracts)
Project Budget	USD \$710,000.00 (Be Exclusive of VAT and other applicable indirect taxes)

- ① Employer: KOICA Cameroon Office
- ② Bid Type: International Bidding, Open Competitive Bidding
- ③ Selection of the Successful Bidders: by Post-qualification
- ④ Bidder's qualification requirement: Detailed information in Bid Data Sheet
- ⑤ Name of Currency: USD
- ⑥ Pre-Bid meeting (Time and Date, Place): N/A
- ⑦ Application for bidding (Time and Date): Until 12:00 29th October, 2025 via email at cameroon@koica.go.kr or to the KOICA Cameroon office in person.
- ⑧ Submission deadline (Time and date, Place): Until 12:00 31st October 2025, to the KOICA Cameroon office in person.
- ⑨ Bid Opening Date (Time and date, Place): 14:00 31st October, 2025 /KOICA Cameroon Office



※ For further information, please refer to Bid Data Sheet (BDS).

The available budget for this procurement assignment is USD \$710,000.00 and Bidders' Proposals should not exceed this budget. Any bid exceeding the project budget may result in rejection of its bid.

2. The Bidding Documents include the following documents:

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Bidding Forms

Section 4 - List of Medical Equipment

Section 5 - Technical Specification

Section 6 - General Conditions of Contract

Section 7 - Special Conditions of Contract

Section 8 - Contract Forms

3. Language of Proposal: English

4. KOICA Cameroon Office requires that bidders and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KOICA;

(a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will recognize a contractor as ineligible, for a period determined by KOICA.

5. The KOICA now invites sealed bids from eligible bidders from eligible source countries.

6. Interested eligible bidders may obtain further information on the bid form and inspect the bidding documents at KOICA Cameroon Office (https://www.koica.go.kr/sites/cmr_en/index.do) or via email at cameroon@koica.go.kr

7. All bids must be accompanied by a bid security of not less than five percent (5%) of Total Bid Price or stated fixed amount. When a fixed amount is stated, it should be approximately five percent (5%) of the estimated cost of the Contract and must be delivered in accordance with the Instructions to Bidders on or before 12:00 on 31st October, 2025.

8. KOICA will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

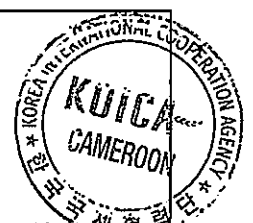
ZIP Code: N/A

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

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

Telephone: +237 2 22 20 04 77

Person in charge: Mr. Eric YEME NTCHA, Mme. Hyesun NA



HYESUN NA
17/10/2025
[Signature]

INSTRUCTIONS TO BIDDERS (GOODS)

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 the Manufacture/Purchase of Goods 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 International Procurement Regulations (the "Regulations") and the General Conditions of Contract for the Purchase of Goods ("GCC").

Article 3 Registration as a KOICA Partner

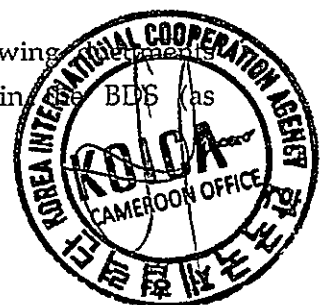
- (1) Anyone wishing to participate in an International Tender must register as a partner of KOICA. Registration may be via KOICA's Data Processing Unit or by downloading the partner registration form (English version) from KOICA's Data Processing Unit, filling it in and then submitting the same in person (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 13 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 managerial 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)2. 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. specifications of the goods;
 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 ITB or notice of tender. The relevant prospective Bidder must comply with such request.

Article 7 Knowledge of Applicable Laws and Regulations

- (1) Any prospective Bidder must ensure that it is familiar with all laws and regulations applicable to the Tender and each of the Bid Documents specified in Article 6(1) above.
- (2) Any prospective Bidder shall have until the day before the Bid Proposal submission deadline (the "Bid Proposal Deadline") to request clarification from the Employer of any mistakes or errors (including matters missing) in any of the Bid Documents that it may have discovered during its review thereof.

Article 8 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 9 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 10 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 9 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 flight-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 11 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, if the BDS and/or the Bid Documents set registration as one of requirements.
- (2) 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.
- (3) 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.
- (4) The Employer may issue instructions to the Bidders to ensure that order is maintained and shall have the authority to expel a Bidder from the Tender process or nullify its/his bid if such Bidder fails to abide by such instructions.

Article 12 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 where the Tender is for a unit price Project.
- (2) 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 a seal, the same seal must be affixed to the Bid Proposal.
- (3) To the extent there are any deletions or corrections to be made on the Bid Proposal

following submission thereof, such deletions or corrections shall be accompanied by the Bidder's signature or seal that was provided on the bid application.

Article 13 Submission of the Bid Proposal

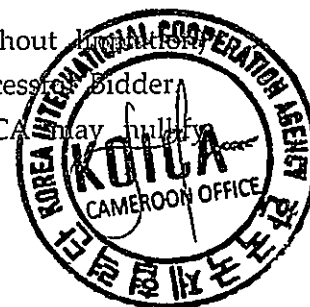
- (1) The Bid Proposal shall be submitted in a sealed envelope and a Bidder shall only be permitted to submit one envelope; provided, however that where a two-stage bidding process involving a separate technical stage and a fee proposal stage is conducted, a single Bidder shall submit two envelopes, 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 intention 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 14 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 15 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 18 hereto and may request a competent governmental agency to investigate the unfair trade practice of such Bidder.

Article 16 Tenders for the Manufacture of Goods on a Long-Term Basis

In the case of long-term contracts for the Manufacture/Purchase of Goods, Bidders participating in the relevant Tender shall bid in relation to the total volume of goods.

Article 17 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 18 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 the 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 entities 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, 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 (or 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 9(1) above) has not been submitted by the applicable due date; or
11. bids that do not meet the criteria specified in Article 12, 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 19 Submission of a Sample

- (1) The Bidder must submit a sample where one is stated to be required in the ITB or if the Employer deems it to be necessary. Such samples must be marked with the following details: sample product name, Bidder's address and full name (or company name), ITB reference number and any other necessary information.
- (2) The sample so submitted by a successful Bidder shall be returned to such successful Bidder, in accordance with his/its instructions, upon performance by him/it of the relevant contract. Samples submitted by unsuccessful Bidders shall be returned within one month of the Employer's selection of a successful Bidder in accordance with the relevant Bidder's instructions. In this case, the Employer shall not be liable for any lost or damaged samples the cause of which is not attributable to the Employer and shall not be required to bear the costs of returning the samples.

Article 20 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 or notice of tender was provided.

Article 21 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, changes 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 22 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 selected but then fails to execute the Relevant Contract, 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 23 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 24 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 all Bid 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 25 Expenses

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

Article 26 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 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 27 Execution of Contract

- (1) Within seven (7) days of receiving a notice of selection, the successful Bidder must submit all requisite documents in their prescribed forms and a plan for the supply of goods. Within ten (10) days of receiving the same notice, the successful Bidder must execute the Relevant Contract for which it 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 count towards 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 the Manufacture/Purchase of Goods is to be executed with the successful Bidder, calculation of the contract value shall be based on the entire pool of goods (the "Total Value") and the first contract for the Manufacture/Purchase of Goods 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 onwards for the Manufacture/Purchase of Goods, the relevant contract value shall be the Total Value minus the value of the immediately preceding contract. For the purposes of this Article 27(4), "Total Value" shall mean the total value of the goods to be manufactured and purchased.
- (5) The value of a contract for the Manufacture/Purchase of Goods following the first contract for the Manufacture/Purchase of Goods (as provided for under paragraph (4) above), shall be based 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 and to the extent the unit price of a contract for the Manufacture/Purchase of Goods is so adjusted that adjusted price shall be the relevant contract value.

Article 28 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 29 Contract for Increase in Quantity

If following the selection of a successful Bidder, an increase in the quantity of goods is required, the parties may execute a further agreement (the "Contract for Increase in Quantity") as long as the Contract for Increase in Quantity relates to the same goods as the original Relevant Contract and if so, the agreement shall be for the whole volume of goods (i.e. including the increased quantity) at the unit price stipulated in the original Relevant Contract. Should the successful Bidder refuse to enter into the Contract for Increase in Quantity without any particular reason, KOICA may cancel or terminate the original Relevant Contract executed in respect of the relevant Tender.

Article 30 Performance Bond

- (1) Prior to the execution of the Relevant Contract, 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

INSTRUCTIONS TO BIDDERS (GOODS)

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 the Manufacture/Purchase of Goods 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 International Procurement Regulations (the "Regulations") and the General Conditions of Contract for the Purchase of Goods ("GCC").

Article 3 Registration as a KOICA Partner

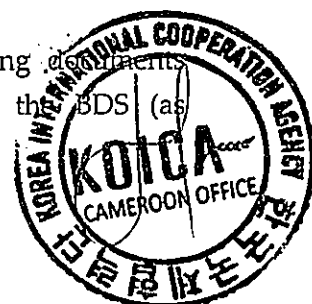
- (1) Anyone wishing to participate in an International Tender must register as a partner of KOICA. Registration may be via KOICA's Data Processing Unit or by downloading the partner registration form (English version) from KOICA's Data Processing Unit, filling it in and then submitting the same in person (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 13 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 managerial 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)2. 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. specifications of the goods;
 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 ITB or notice of tender. The relevant prospective Bidder must comply with such request.

Article 7 Knowledge of Applicable Laws and Regulations

- (1) Any prospective Bidder must ensure that it is familiar with all laws and regulations applicable to the Tender and each of the Bid Documents specified in Article 6(1) above.
- (2) Any prospective Bidder shall have until the day before the Bid Proposal submission deadline (the "Bid Proposal Deadline") to request clarification from the Employer of any mistakes or errors (including matters missing) in any of the Bid Documents that it may have discovered during its review thereof.

Article 8 Criteria for Pre-qualification Screening

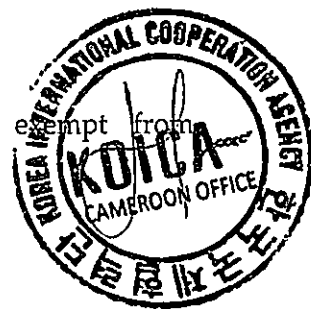
Where the BDS states that the Tender is to be subject to a pre-qualification screening process, such pre-qualification screening process shall be conducted in accordance with the KOICA's Criteria for Pre-qualification Screening.

Article 9 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 10 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 9 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 flight-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 11 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, if the BDS and/or the Bid Documents set registration as one of requirements.
- (2) 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.
- (3) 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.
- (4) The Employer may issue instructions to the Bidders to ensure that order is maintained and shall have the authority to expel a Bidder from the Tender process or nullify its/his bid if such Bidder fails to abide by such instructions.

Article 12 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 where the Tender is for a unit price Project.
- (2) 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 a seal, the same seal must be affixed to the Bid Proposal.
- (3) To the extent there are any deletions or corrections to be made on the Bid Proposal

following submission thereof, such deletions or corrections shall be accompanied by the Bidder's signature or seal that was provided on the bid application.

Article 13 Submission of the Bid Proposal

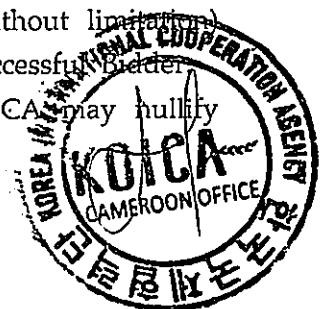
- (1) The Bid Proposal shall be submitted in a sealed envelope and a Bidder shall only be permitted to submit one envelope; provided, however that where a two-stage bidding process involving a separate technical stage and a fee proposal stage is conducted, a single Bidder shall submit two envelopes, 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 intention 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 14 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 15 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 18 hereto and may request a competent governmental agency to investigate the unfair trade practice of such Bidder.

Article 16 Tenders for the Manufacture of Goods on a Long-Term Basis

In the case of long-term contracts for the Manufacture/Purchase of Goods, Bidders participating in the relevant Tender shall bid in relation to the total volume of goods.

Article 17 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 18 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 the 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 entities 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, 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 (or 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 9(1) above) has not been submitted by the applicable due date; or
11. bids that do not meet the criteria specified in Article 12, 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 19 Submission of a Sample

- (1) The Bidder must submit a sample where one is stated to be required in the ITB or if the Employer deems it to be necessary. Such samples must be marked with the following details: sample product name, Bidder's address and full name (or company name), ITB reference number and any other necessary information.
- (2) The sample so submitted by a successful Bidder shall be returned to such successful Bidder, in accordance with his/its instructions, upon performance by him/it of the relevant contract. Samples submitted by unsuccessful Bidders shall be returned within one month of the Employer's selection of a successful Bidder in accordance with the relevant Bidder's instructions. In this case, the Employer shall not be liable for any lost or damaged samples the cause of which is not attributable to the Employer and shall not be required to bear the costs of returning the samples.

Article 20 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 or notice of tender was provided.

Article 21 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 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 22 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 selected but then fails to execute the Relevant Contract, 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 23 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 24 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 all Bid 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 25 Expenses

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

Article 26 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 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 27 Execution of Contract

- (1) Within seven (7) days of receiving a notice of selection, the successful Bidder must submit all requisite documents in their prescribed forms and a plan for the supply of goods. Within ten (10) days of receiving the same notice, the successful Bidder must execute the Relevant Contract for which it 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 count towards 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 the Manufacture/Purchase of Goods is to be executed with the successful Bidder, calculation of the contract value shall be based on the entire pool of goods (the "Total Value") and the first contract for the Manufacture/Purchase of Goods 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 onwards for the Manufacture/Purchase of Goods, the relevant contract value shall be the Total Value minus the value of the immediately preceding contract. For the purposes of this Article 27(4), "Total Value" shall mean the total value of the goods to be manufactured and purchased.
- (5) The value of a contract for the Manufacture/Purchase of Goods following the first contract for the Manufacture/Purchase of Goods (as provided for under paragraph (4) above), shall be based 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 and to the extent the unit price of a contract for the Manufacture/Purchase of Goods is so adjusted that adjusted price shall be the relevant contract value.

Article 28 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 29 Contract for Increase in Quantity

If following the selection of a successful Bidder, an increase in the quantity of goods is required, the parties may execute a further agreement (the "Contract for Increase in Quantity") as long as the Contract for Increase in Quantity relates to the same goods as the original Relevant Contract and if so, the agreement shall be for the whole volume of goods (i.e. including the increased quantity) at the unit price stipulated in the original Relevant Contract. Should the successful Bidder refuse to enter into the Contract for Increase in Quantity without any particular reason, KOICA may cancel or terminate the original Relevant Contract executed in respect of the relevant Tender.

Article 30 Performance Bond

- (1) Prior to the execution of the Relevant Contract, 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 circumstances 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% 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); or
 4. if the collection of a performance bond would not be appropriate having regard generally to the fair and reasonable customs of contract.

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 in relation 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 the terms of such letter be breached.
- (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 entity 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 yet 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.



ZIP Code: N/A

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

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

Telephone: +237 2 22 20 71 44

1st Medical Equipment Purchase of the project for building of EMS system in Cameroon Bid Document

- Invitation No.: L2025-0006-1 (Cameroon) /L2025-00093-1 (KOICA HQ)
- Bid Title: 1st Medical Equipment Purchase of the project for building of EMS system in Cameroon
- Purchaser: KOICA Cameroon Office
- Deadline: 31. Oct. 2025 12:00

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 & the project: cameroon@koica.go.kr

(CC : eric.yeme@overseas.koica.go.kr, hsun@koica.go.kr)

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.

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 – List of Equipment

Section 5 – Technical Specification

PART III Conditions of Contract and Contract Forms

Section 6 – General Conditions of Contract

Section 7 – Special Conditions of Contract

Section 8 – Contract Forms

[Section 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 Medical Equipment for 'Project for Building of Emergency Medical Services System in Cameroon'

Date: 21st October 2025

Purchaser: 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. (cameroon@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.	L2025-0006-1(Cameroon) L2025-00093-1(KOICA HQ)
Bid Title	1st Medical Equipment Procurement for the 'Project for Building of Emergency Medical Services System in Cameroon'
Goods for procurement	Provision, delivery, installation, operation training, and 1-year after-work service and warranty for the medical equipment listed on Section 4
Contract Period	Until 150 days from the date of signing the contract
Project Budget	USD \$710,000.00 (Be Exclusive of VAT and other applicable indirect taxes)
- Projected Estimated Price	USD \$687,626.82
Inspection	On the 121st day after signing of the Contract Inspection by representative of the Project PIU and CURY
Partial Delivery	Not acceptable
Condition of Delivery	Placement and Installation within 120 days after signing Contract
Final Destination (Place of delivery)	Centre des Urgences de Yaoundé (CURY)
Defect Notification Period	1 year from Contract expiration

- o Name of Currency: United States Dollar (USD)
- o 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 by MINSANTE in Cameroon.

B. Bid Type, Selection of the Successful Bidders

1. Bid Type: (Urgent) International Bidding, Open Competitive Bidding
2. Selection of the Successful Bidders: Post-qualification
 - o Based upon bid prices which shall be below the Estimated Price, but same or above the floor price of 84.245% of the Estimated Price, the Qualification Examination will be conducted in order of lowest bid price.
 - o Selection as successful bidder is determined, when the overall grade is or higher than 85 points (the passing grade).
 - o Qualification examination will be conducted in accordance with the 'Standards of Qualification Examination for Selection of Supplier' (25th Feb, 2025).



C. Bidders' Qualifications

The Bidders must:

1. Submit all required bid application on time and notified as a qualified bidder
2. Must be a legally registered company and have a valid registration to deliver medical equipment in Cameroon.
 - A. Business registration certificate
 - B. Articles of Incorporation
 - C. Tax payment confirmation and Certificate of liabilities
 - D. Attestation of non-bankruptcy
 - E. Certificate of Non-Exclusion (CNE) for public bidding participation
 - F. Operation License for the distribution of Medical Equipment/Devices in Cameroon signed by the Minister of Public Health (MINSANTE) or his Representative
3. Must have completed the manufacture or delivery, and installation of medical equipment valued at not less than USD 350,000 (excluding VAT) in the past five years from the date of this bid announcement.
 - the performance should include at least 3 items in Section 4, and fixed X-ray and Washer-disinfector should be included within the 3 items.
 - (Bid Form 4) Certificate of Performance for Delivery of Products(sale)
 - * Amount of performance in USD shall be calculated with the exchange rate of Central Bank at the date of announcement 21.Oct.2025 (1\$=000 XAF)
4. (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
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 or,
 - (Bid Form 5) Sworn Statement on Company Being a Non-Blacklisted Entity
6. According to domestic and foreign laws and regulations, anyone convicted of a bribery-related crime cannot participate in the bidding.
 - (Bid Form 6) Declaration of Anti-corruption
7. 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).

- (Bid Form 7) Integrity Pledge

※ 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	October 21, 2025	-
Application Deadline	Until October 29	Email
Submission Deadline	Until October 31, 2025 12:00	KOICA Cameroon Office
Bid Opening Date	October 31, 2025 14:00	KOICA Cameroon Office
Bid Evaluation	November 3~6, 2025	KOICA Cameroon Office
Notification of Successful Bidder	November 7	
Submission of Questions on Bid	October 21~26, 2025	Email
Reply to Bid Inquiry	October 28, 2025	Email, Post on KOICA Cameroon Website

1. Inquires

- Any inquiries about this bid, must be sent in writing. Inquiries through other means will not be accepted.
- E-mail address: (recipient) cameroon@koica.go.kr
(CC) eric.yeme@overseas.koica.go.kr, hsun@koica.go.kr
- Only the inquiries that sent at least five days prior to the submission deadline will be received.
- Responses to the inquiries will be replied by email and posted on the website at least three days prior to the submission deadline.

2. 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;
- o All bids must be accompanied by a bid security of not less than five percent (5%) of the Total Bid Price.
- o The bid security must be valid from the Bid submission date to at least 30 days after the Bid Submission Deadline.
- o If the successful Bidder fails to sign the Contract, the bid security may be forfeited or the Bid Securing Declaration executed.

3. Submission of bid

- o All documents should be submitted to the designated place in person.
- o Submission deadline (Time, date): 12:00 31st October 2025
- o Submission place (Address): P.O. Box 35415, Yaoundé, Cameroon
- o Person in charge: Mr. Eric YEME NTCHA,
- o Telephone: +237 2 22 20 71 44

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

- o The bidders shall present a bid price using the prescribed form and sign it before submission.
- o Only the successful bidder shall provide the priced Bill of Quantities along with the contract documents.

3.2. Submission of documents

- o Each three (3) 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) one set of documents evidencing the applicant's eligibility to participate in the Bid <ul style="list-style-type: none"> - Valid Certificate of Business Registration & Articles of Incorporation - Tax payment confirmation, Certificate of liabilities, and Attestation of non-bankruptcy - Valid Certificate of Non-Exclusion for public bidding participation - Valid Operation License for the distribution of Medical Equipment/Devices in Cameroon signed by the Minister of Public Health (MINSANTE) or his Representative. - Annex 1. Bid Application Form (Section 3 - Bidding forms) - Annex 2. Bidder's Information Sheet (Section 3 - Bidding forms) |
| (b) (Annex 3, Section 3 - Bidding forms) sealed bid price duly completed and signed |

(c) (Annex 4, Section 3 - Bidding forms) Performance Certificate of completed the manufacture or delivery, and installation of Medical Equipment, at least 3 items in Section 4 (fixed X-ray and Wash-disinfector should be included) valued at not less than USD 350,000 in past five years from the bidding announcement date (20. Oct. 2020. ~ 21. Oct. 2025.)

※ Evaluation and Qualification Criteria duly completed and signed and in accordance with Annex 1

(d) (Annex 5, Section 3 - Bidding forms) Sworn Statement on Company Being a Non-Blacklisted Entity

(Annex 6, Section 3 - Bidding forms) Declaration of Anti-corruption in ODA Business Participation

(e) (Annex 7, Section 3 - Bidding forms) Integrity Pledge

(f) (Annex 8, Section 3 - Bidding forms) bid security

(g) documents evidencing the authenticity of the applicant's signature or seal
power of attorney (Format attached)

(h) any other documents specified in the Bid Data Sheet.

4. Estimated Price (Decision of Estimated price)

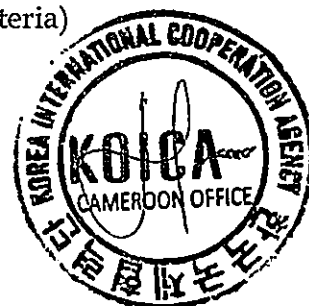
- KOICA will prepare fifteen sealed envelopes of different number of Estimated Price.
- Each number (figure) in the envelopes is randomly decided within the range of $\pm 2.5\%$ of the projected Estimated Price.
- Bidders will choose four envelopes. The average of chosen numbers will be the final Estimated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

5. Bid Opening

- Time, date of opening: 14:00, October 31, 2025
- Place of Opening (Address): KOICA Cameroon Office,
- ※ Such bid opening may be attended by Bidders or their representatives.

6. 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 18 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 French 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

Delivery Performance Capability (30) + Bidding Price (70)

A. Evaluation of Delivery Performance Capability (30) _ Delivery Performance

Item	Distribution	Grade	Score
(As of the bidding announcement date) Delivery performance within the last five years (goods equal to or higher than the goods for procurement, and similar goods)	30	A: above 100%	30.0
		B: above 70%	25.0
		C: above 50%	20.0
		D: above 20%	15.0
		E: above 5% to under 20%	10.0

<Delivery Performance Evaluation Criteria>

	Product Name	Amount / Quantity
equal to or higher goods	Medical Equipment, at least 3 items in Section 4 (fixed X-ray and Wash-disinfector should be included)	Amount USD 350,000

※ Conversion to US Dollars

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

※ Documents

: Performance Certificates (Original copy of completion certificate); The completion certificate or contract should indicate the work scope, amount, dates, and contract duration, further, any ongoing projects are unacceptable. (If the bidder cannot submit original completion certificate, contract, tax invoice, transaction statement, etc. should be attached.)

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



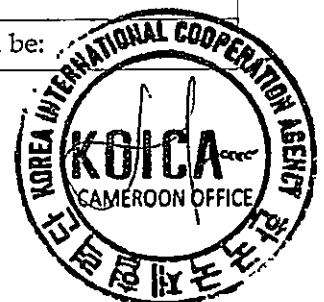
fifth decimal place.

- If the bidder's Bidding Price is 91.75% or above of the Estimated Price, the bidder will get 55 score for the price evaluation. (Only for the bidders whose Bidding Price is lower than the Estimated Price)
- Minimum Score is 2.0

Annex 2: Contract Data

Contract Data

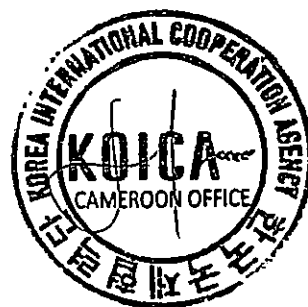
Purchaser's name and address	name: KOICA Cameroon Office address: P.O. Box 35415, Yaounde, Cameroon
Contract Period	Until 150 days from the date of signing the contract
Inspection	121st days from the date of signing the contract
Partial Delivery	Not acceptable
Condition of Delivery	Placement & Installation within 120 days after signing Contracts
Final Destination (Place of Delivery)	Centre des Urgences de Yaoundé (CURY)
Defect Notification Period (DNP)	1 year
Payment	By Bank installment
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 10% of the Contract Price.
Delay damages for the Works	0.075% 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.
Adjustments for changes in Cost	not applicable
Total advance payment	40% of the Accepted Contract Amount payable in the currencies in which the Accepted Contract Amount is payable. (shall be adjustable) after the submission to KOICA of an equivalent amount Advance Payment (AP) Bond from a Bank. AP will be deducted from the contract price through a proportional reduction of subsequent interim payments, as the contractor completes work and submits invoices.
Percentage of Retention	3%
International arbitration	International arbitration shall be:



	<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>
--	---

2024. 10. 10.

[Section 3] Bidding Forms (Separately attached)



[Section 4] List of Equipment

No.	Name	Quantity
1	Defibrillator	3
2	Operating Table	2
3	Stretcher Cart	15
4	Mobile Digital X-ray	1
5	General X-ray (fixed DR)	1
6	Autoclave	1
7	Washer-disinfector	1
8	Plasma Sterilizer (Low temp)	1

[Section 3] Bidding Forms (Separately attached)

Annex 1: Bid application form

Annex 2: Bidder's Information Sheet

Annex 3: Form of Bid

Annex 4: Certificate of Performance for Delivery of Products (sale)

Annex 5: Sworn Statement on Company Being a Non-Blacklisted Entity

Annex 6: Declaration of Anti-Corruption in ODA Business Participation

Annex 7: Integrity Pledge

Annex 8: 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	Signature or Seal
	Name	
Required Documents	<ul style="list-style-type: none"> ○ Latest/valid Certificate of business Registration ○ documents evidencing the authenticity of the applicant's signature or seal power of attorney 	

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

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

(Company Name)

Date _____

Signature or Seal _____

Representative

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

Annex 2: Bidder's Information Sheet

Bidder's Information Sheet

Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
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

Form of Bid			
Invitation No.		Date of Bid	
Bid Title			
Bid Amount	[numbers] [words]		
Duration			
Details of the Bidder			
Section	Legal name	Legal Address, City, Country	Representative
Bidder			
<p>We submit the Bid to participate in a bid in accordance with Bid Documents including Bid Instructions under International Procurement Guideline and Instructions on the International Bidding for the Procurement of Goods. 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="text-align: center;"> <p>(Company Name)</p> <p>_____</p> </div> <div style="text-align: center;"> <p>Date _____</p> <p>Signature or Seal _____</p> <p>Representative</p> <p>_____</p> </div> </div>			
To. President of KOICA (Country Director of KOICA Cameroon Office)			

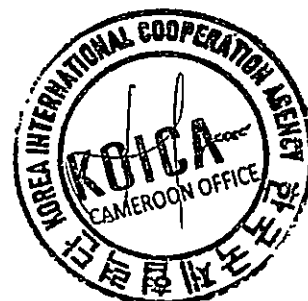
Annex 4: Certificate of Performance for Delivery of Products (sale)

Certificate of Performance for Delivery of Products (sale)

1. Company Information								
Applicant	Company name			Name of CEO				
	Company Address, City, Country			Telephone				
				E-mail				
	Taxpayer ID			Recipient	KOICA Cameroon Office			
	Purpose							
	Type of Business	Manufacture (), Supply (), etc. ()						
2. Contents of Performance								
(Detailed) Product Name	Unit	Contract Date	Quantity	Amount (USD)	Completion Date	Quantity	Amount (USD)	
	EA							
	EA							
Total:								
3. Information of Certificate Issuing Authority								
Certificate Issuing Authority	Name of Institution			Telephone				
	Address			E-mail				
	Department in Charge			Person in Charge				
<p>This is to certify that the above information is true and correct.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p style="text-align: center;">(Issuing Authority Name)</p> <p style="text-align: center;">_____</p> </div> <div style="width: 45%;"> <p style="text-align: center;">Date _____</p> <p style="text-align: center;">Signature or Seal _____</p> </div> </div>								

Note) 1. Past performances shall be supported by a copy of contract, tax invoice, transaction statement, or any other documents and records which can prove and confirm such past performances. Where applicable, the confirmation of transaction from the purchaser, may be submitted.

2. Past performances will only be accepted as such if they are in conformity with the conditions (functions, quality) presented in "Product Name" detailed shall be provided.



Annex 5: 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 6: 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 _____

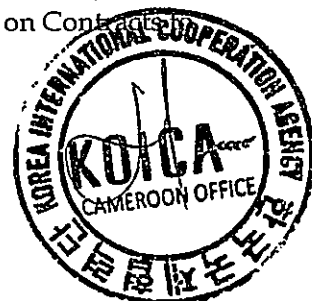
Representative

Annex 7: 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.



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 8: 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]

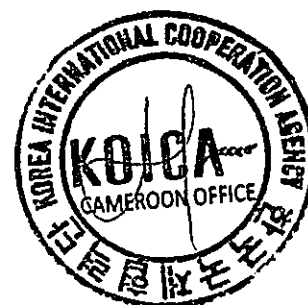
Name:

Title:

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

[Section 4] List of Equipment

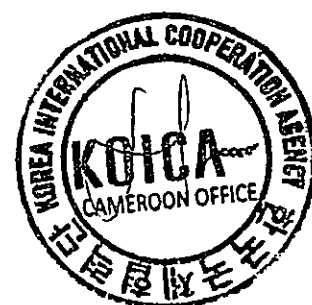
No.	Name	Quantity
1	Defibrillator	3
2	Operating Table	2
3	Stretcher Cart	15
4	Mobile Digital X-ray	1
5	General X-ray (fixed DR)	1
6	Autoclave	1
7	Washer-disinfector	1
8	Plasma Sterilizer (Low temp)	1



SUPPLY SPECIFICATION FOR HOSPITAL EQUIPMENT

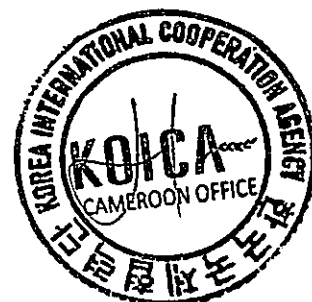
No.	ITEM	Technical description			Required (Q'ty)
1	Defibrillator	Dimensions	Dimensions	285-323 mm (w) × 170-277 mm (d) × 265-338 mm (h)	3 set
			Weight	4.2~7.9 kg	
		Display	Type	7-8.4 inch LCD color display or touch display	
			Display waveforms	4 waveforms or above	
		Power	AC Power	Line voltage 100 to 240V Frequency 50/60 Hz	
			Battery	4500~7500 mAh or similar, rechargeable lithium ion battery Operating Time: Monitoring mode: up to 6 hours Defib mode: up to 200 times, (360 J discharge) Pacing mode: up to 3 hours (50 Ohm load impedance, pacing rate: 80 bpm)	
		Recorder	Paper width	50mm or 80mm	
			Reports	6.25 mm/s, 12.5 mm/s, 25 mm/s, 50 mm/s or 25 mm/s, 50 mm/s	
		Data Storage	Capacity	Patient events up to 1,000 events or 1,000 groups Waveform up to 10 min or 16~120 hours Tabular trends up to 160~200 hours	
		Defibrillator	Waveform	Biphasic truncated exponential waveform, with impedance compensation or Rectilinear Biphasic	
			Charge time	Less than 3 seconds to 200 J Less than 7 seconds to 360 J	
			Manual Output Energy	1~360 J	
		ECG Monitoring	Lead Type	3 leads ECG, 5 leads ECG or paddles	
			Lead Selection	3-lead: I, II, III	

			5-lead: I, II, III, aVR, aVL, aVF, V
		Heart Rate Display	Adult: 15 to 300 bpm Pediatric: 15 to 350 bpm Neonate: 15 to 350 bpm (Resolution: 1bpm)
		Function	Arrhythmia Alarms or Heart Rate Alarm
		Consist of	Main Body
	3-Lead ECG patient cable		1 ea
Rechargeable lithium ion battery	1 ea		
Recorder paper	3 box		
External Paddle set	1 set		
		Operator's & Service Manual	1 set
		Warranty	2 years



No.	ITEM	Technical description			Required (Q'ty)
2	Operating Table	Dimensions	Overall Length	2,155-2,175 mm or similar	2 set
			Overall Width	540-590 mm or similar	
			Height Adjustment Range	495-1020 mm or 680-980 mm or similar	
			Net Weight	230-280 kg	
		Adjustments	Head plate	Max Up 60°, Max down 90°	
			Longitudinal Slide or Lateral Translation	Max 320mm	
			Back Plate	Max Up 80°, Max Down 45-50°	
			Leg Plate	Max Up 35-36°, Max Down 90°	
			Trendelenburg	Max 30-36°.	
			Lateral Tilt	Tilt max 20-21° (left or right)	
		Mattress	Multi-layer Decompression Pad	Visco-elastic foam Mattress (80mm) or Anti-static memory foam Mattress (60mm)	
		Max Load	Max Load Capacity	250kg or more	
		Consist of	Main Body	1 Ea	
			Cable handcontrol	1 Ea	
			Head rest	1 Ea	
			Arm board	1 Ea	
Body strap	1 Ea				
Radial setting clamp	1 Ea				
Anaesthesia screen standard	1 Ea				
Direct placement leg holder	1 Ea				
Leg holder	1 Ea				
Operation & service manual	1 Ea				
Remark	Warranty 2 Years				

No.	ITEM	Technical description			Required (Q'ty)	
3	Stretcher Cart	Dimensions	Overall Length	2,115 mm or similar	15 set	
			Overall Width	805 mm or similar		
			Height Adjustment Range	575 - 885 or similar		
			Mattress Platform	Length: 2,000 mm, Width: 600 mm or similar Thickness: 700 mm or above		
		Frame & Structure	Material	ABS plastic covered chassis Electrostatic painted metal parts		
			X-Ray	Full length X-RAY cassette place		
			Load Capacity	Up to 250 kg or similar		
		Mobility	Castors	Ø200 mm, 360° swivel wheels (4pcs) or similar		
			Steering System	5th Wheel assisted direction fixing system		
			Brake System	Central brake system and directional lock		
		Adjustment Functions	Operation	Back side adjustment by gas spring Foot side adjustment by Rastomat system (0-70°)		
			Trendelenburg, Reverse Trendelenburg	0° - 17° easy access, hydraulic pedals at both sides		
		Safety & Comfort	Side Rails	Full length polyurethane side rails		
			Mattress	Water-proof		
			Bumpers	Heavy-duty corner bumpers for impact protection		
		Consists	<ul style="list-style-type: none">• Main unit 1 ea• IV pole 1 ea• mattress 1 ea• Operation manual 1ea			
		Compliance & Standards	<ul style="list-style-type: none">• Manufactured in compliance with IEC 60601-2-52 (Medical Bed Safety Standard)			
		Remarks	Products manufactured within one year must be supplied.			



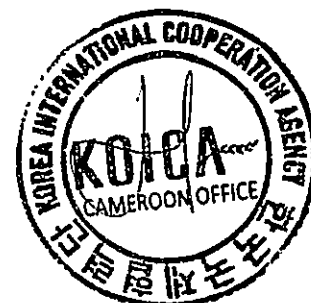
No.	ITEM	Technical description		Required (Qty)	
4	Mobile Digital X-ray System	1. General	Equipment type	Mobile Digital X-ray System	1 set
			Application	Bedside imaging in Wards, ICU, ER, Pediatrics	
		2. Main Unit	Dimensions	Height 129-223 cm, Width ~54 cm or similar	
			Weight	520kg or similar	
			Mobility	(Upto) Forward ≥ 5.5 km/h, Reverse ≥ 3 km/h, Ramp $\geq 8^\circ$	
			Drive/Control	Motorized, capacitive handle, electronic brake, collision sensor, emergency stop	
			Telescopic Arm	Extension 62.5-122 cm or similar	
			Tube/Collimator Rotation	Tube $\pm 180^\circ$, Vertical $-30^\circ \sim +90^\circ$, Collimator $\pm 90^\circ$ or similar	
		3. Generator	Power output	20 / 32 / 40 / 50 kW	
			Tube voltage	40- 150 kV (1 kV step)	
			Tube current	Up to 630 mA	
			mAs range	0.1-500 mAs	
			Exposure time	1-10,000 ms	
			Power supply	Rechargeable battery, ≥ 6 hrs operation, recharge ~ 9 hrs or similar	
		4. Display & Workstation	Main display	19" touch screen, Full HD, ≥ 330 cd/m ² or similar	
			Secondary display	8.4" head-mounted monitor or similar	
			Workstation hardware	(Up to) Intel i7 CPU, RAM ≥ 16 GB, SSD ≥ 1 TB	
			Software functions	DICOM (Worklist, MPPS, RDSR), Scatter Correction, post-processing (contrast, measurement, annotation, rotation), PACS system enabled	
			Export	USB, DVD	
		5. Detectors (FPD)	Type	Wireless Digital Flat Panel Detectors	
			Quantity	2 (14×17" + 10×12")	
			Weight	≤ 3 kg or less	
			Resolution	≥ 3.0 LP/mm or similar	
			Pixel pitch	≤ 139 μ m or similar	
			A/D conversion	(upto) 16 bit	
			Battery	Hot-swap, ≥ 8 hrs use or similar	
Communication	Wireless (Wi-Fi) and wired backup				
Charging	Integrated slot + multi-slot cradle				
Accessories	Protective case, waterproof/antibacterial covers				
6.	Main battery	1 standard			
	Detector batteries	≥ 4 pcs			

		Battery & Power	Charger	Multi-slot cradle (≥ 2 simultaneous charging)	
			Monitoring	Battery management software	
			AVR	AVR above rated capacity (for Charging)	
			Electrical	220V, 50Hz	
		7. Imaging Accessories	Exposure control	1 IR wireless remote, 1 wired hand switch	
			Grid	1 adult (≥ 40 L/cm), 1 pediatric	
			Scatter Correction	Software license included	
		8. Patient & Protection	Detector holder	For bedside and pediatric imaging	
			Positioning accessories	Belts, supports, immobilization aids	
			Radiation protection	2 Lead Aprons, 2 Thyroid Shields, 1 Gonad Shield set	
		9. Safety & Certification	Certification	CE (Class IIb medical device)	
			User authentication	Password, RFID, smart card	
			Safety features	Electronic brake, collision detection, emergency stop	
		10. Documentation & Training	User manual	English & France (1 copy each)	
			Service manual	English (1 copy)	
			Training	On-site training after installation (radiologists, radiographers)	
			Warranty	Minimum 2 years	
		11. Summary List (Consists)	Deliverables and Installation	1. Main unit (include Generator, X-ray Tube, Collimator), Display and workstation	each 1set
				2 FPDs (14×17" + 10×12") with Protective case	each 1set
				3. main battery (std), ≥ 4 detector batteries,	each 1set
				4. ≥ 2 ea multi-slot charger,	1set
				5. 2 grids (adult+pediatric),	1set
				6. IR remote, wired hand switch,	each 1ea
				7. Grid (1 adult, 1 pediatric)	each 1ea
				8. detector holder	each 1ea
				9. patient accessories (Belt, Supports)	each 1ea
				10. radiation protection set (2Lead Aprons, 2Thyroid Shields, 1Gonad Shield)	each 1set
				11. Connectivity Package (DICOM software, EMR integration module)	each 1set
				12. AVR (above rated capacity)	1ea



				13. Service and Operation manual	each 1ea	
				14. installation, training, 2-year warranty		
		12. Remarks	EMR Integration Obligation	The system shall be fully integrated with the hospital's EMR and PACS. All tasks related to EMR integration, including software installation, configuration, and validation, shall be the sole responsibility of the supplier at no additional cost to the purchaser. However, if it is impossible due to hospital circumstances, consult with the hospital.		
			Installation Obligation	The supplier is responsible for the installation of normal operation of the system.		
				Products manufactured within one year must be supplied.		

No.	ITEM	Technical description		Required (Q'ty)	
5	General X-Ray System (fixed DR)	1. General	Equipment Type	Multipurpose Digital Radiography (Fixed RAD Room System)	1 set
			Application	Full-body imaging (chest, abdomen, extremities, long bone, spine, table, wall, stretcher, stitching exams)	
			Configuration Options	Manual, Semi-automatic (auto-tracking), Fully automatic	
			Detector Compatibility	Fixed DR detectors (wall & table), CR plates	
			Electrical	380V, 3-phase, 50Hz	
		2. Mechanical & Ergonomic Design	Column & Tube Support	Floor-mounted column, telescopic lateral arm, ±180° rotation	
			Wall Bucky Stand	Vertical travel up to 150 cm, auto-tracking, tilting, integrated fixed DR detector (17×17")	
			Patient Table	Floating tabletop (<1.0 mm Al eq.), (upto)300 kg capacity, integrated fixed DR detector (17×17"), Elevating Table	
			Stitching Support	Motorized bucky with synchronized collimation	
		3. Automation & UI	Control Console	Touchscreen with preset protocols, angulation, collimation, SID	
			Remote Control	Wireless remote control included	
		4. X-ray Generator	Output Power	50/65/80 kW	
			Tube Voltage	40-150 kV (1 kV step)	
			Tube Current	Up to 800 mA	
			Exposure Time	1 ms - 10,000 ms	
			mAs Range	0.1 - 500 mAs	
			Anode Heat Capacity	≥ 300 kHU	
			Focal Spot	Dual 0.6 / 1.2 mm	
		5. Imaging & Software	Detectors	Wall bucky: Fixed DR (17×17"), Table bucky: Fixed DR (17×17"),	
			Preview	Real-time display within 2-3 sec	
			Scatter Correction	Virtual Grid software	
			Stitching	Automatic long bone & spine alignment	
			Post-processing	Contrast, annotation, measurement, rotation	



			DICOM Integration	Worklist, MPPS, RDSR compliant	
	6.	Operating system (workstation)	OS Version	(Up to) Windows 10 Enterprise LTSC 64-bit	
			Security & Network	OS-level authentication, Active Directory, antivirus support, HIPAA/GDPR compliance	
			Workstation Hardware Integration	(Up to) Intel i7 CPU (10th Gen+), ≥16 GB RAM, ≥1 TB SSD, NVIDIA GPU	
			Software Compatibility	DICOM, Scatter Correction, Stitching, Dose Reporting supported	
			Supplier Responsibility	Genuine Microsoft license (COA), supplier responsible for installation, optimization, EMR/PACS validation, AVR above rated capacity.	
	7.	Connectivity	Network & Interfaces	Ethernet, optional Wi-Fi, USB ports	
			Dose Reporting	DAP measurement, RDSR export	
			EMR Integration	Supplier responsible for installation & validation	
	8.	Safety & Certification	Certification	CE (Class IIb)	
			User Authentication	Password, RFID, smart card	
			Safety Features	Collision detection, emergency stop, auto-braking	
	9.	Documentation & Training	User Manuals	English & France (1 copy each)	
			Service Manual	English (1 copy)	
			Training	On-site training included	
			Warranty	≥ 2 years (extendable)	
	11.	Summary List (Consists)	Main unit	X-ray tube, Collimator, Generator, Patient Table, Wall stand, Mechanical part, Operating System	each 1 set
			Fixed Detectors	Wall bucky: 17×17" DR panel, Table bucky: 17×17" DR panel	each 1set
			Detector Batteries & Charging	≥ 4 detector batteries, multi-slot charger(1ea), monitoring software (1ea)	each 1set
			Imaging Accessories	Wireless & wired exposure controls, adult grid, pediatric grid, virtual grid license	each 1ea
			Patient Support	Detector holder/stand, immobilization belts, pediatric positioning aids	each 1 ea
			Radiation Protection	2 Lead Aprons, 2 Thyroid Shields, 1 Gonad Shield set	each 1 set

		12. Remarks	Connectivity Package	DICOM software, EMR integration module	each 1 set
			etc	AVR, manuals(Service and Operation), training, warranty(≥ 2 years)	each 1 set
			EMR Integration Obligation	The system shall be fully integrated with the hospital's EMR and PACS. All tasks related to EMR integration, including software installation, configuration, and validation, shall be the sole responsibility of the supplier at no additional cost to the purchaser. However, if it is impossible due to hospital circumstances, consult with the hospital.	
			Installation Obligation	The supplier is responsible for the installation of normal operation of the system.	
				Products manufactured within one year must be supplied.	



No.	ITEM	Technical description		Required (Q'ty)		
6	Autoclave	Construction & Materials	Chamber material	(upto) Stainless steel AISI 316L (1.4404)	1	
			Housing & frame	Stainless steel		
			Door	Double-door (pass-through), temperature & pressure interlocked, one-door-at-a-time safety mechanism		
			Door opening	Automatic limited opening (~15") after cycle completion		
			Safety features	Automatic lock in case of power failure: sterilization cycle required before sterile-side door can be opened		
			Insulation	High-efficiency melamine foam, suitable for cleanroom use		
		Technical Specifications	Chamber dimensions (Ø × depth)	740 × 750 mm or similar		
			Chamber volume (gross/nominal)	385 L / 320 L or similar		
			Net weight	~850 kg or similar		
			Heating capacity	18.0 kW or similar		
			Electrical requirements	380-400 V, 50 Hz, 32 A		
			Operating range	Up to 140 °C, 4 bar		
		Control & Operation	Control system	PLC with 5.7" touchscreen		
			Programs	Up to 100 sterilization programs (7 pre-defined)		
			User management	Administrator, Operator, Supervisor		
			Data Storage	Internal memory for ≥10 years of process data		
			Data export	USB / Network (PDF, CSV)		
		Features	Built-in independent steam generator Flexible PT-100 reference temperature sensor (Class A) plus additional condensate exhaust sensor Redundant monitoring of temperature and pressure Automatic door opening (limited angle) at program end Wastewater cooling and thermostatic control (<60 °C) Network and USB ports as standard			
		Application	Sterilization of surgical instruments, glassware, and medical supplies Sterilization of liquids in containers			

			Destructive sterilization of infectious waste Pass-through operation to separate sterile and non-sterile areas	
		Training	On-site training after installation (for operators and bio-medical engineers)	
		Warranty	2 years	
		Summary List (Consists of) -per set	Sterilizer Main Unit(included steam generator) (1 EA), Guide rail (1 SET), Loading Rack and Shelves (1 SET), Printer paper (10 rolls), Operation manual (English, French, each 1 copy), Service manual (English, 1 copy)	
		Remarks	The supplier is responsible for the installation of normal operation of the system.	
			Products manufactured within one year must be supplied.	



No.	ITEM	Technical description		Required (Q'ty)
7	Washer-disinfect or	Features	Intended for cleaning and intermediate-level disinfection of reusable surgical instruments, utensils, rubber and plastic goods and other related articles used in healthcare facilities.	1
			Equipped with three standard chemical injection pumps (enzyme, detergent, and lubricant).	
			Automatic door system for safe and ergonomic operation.	
			HEPA-filtered drying system ensuring effective moisture removal.	
			Steam-heated unit to ensure optimal thermal performance.	
			Cycle data recording and export through USB port and/or external communication interface.	
		Technical Specifications	Exterior Dimensions	
			1067 x 813 x 2051 mm (W x D x H) or similar	
			Chamber Dimensions	
			749 x 743 x 673 mm or similar (W x H x L), 200 ~ 375 L capacity	
			Programs	
			8 factory-loaded cycles (Instruments, Orthopedic, Utensils, Plastic Goods, Rigid MIS, Anesthesia/Respiratory, Gentle, Decontamination) and up to 20 customizable cycles or 6 preset programs (Instruments, Orthopedics, Utensils, Plastics, Minimal Invasive Surgery, Decontamination) and expandable.	
			Control System	
			Touchscreen with cycle visualization, USB data export or Icon-based panel with PACS 350 control.	
			Pump Performance	
			High-flow recirculation pump, dual-speed or equivalent operation. Minimum circulation capacity of ≥ 300 L/min.	
			Sump	
			Integral stainless steel sump, designed for complete drainage and easy cleaning.	
			Drying System	
			Integrated HEPA-filtered drying System. Electrically heated blower with chamber air recirculation. Minimum drying capacity suitable for chamber volume ≥ 200 L.	
			Safety	
			Automatic door interlock and safety lock preventing opening during cycle. Independent monitoring of parameters (temperature and/or pressure). Safety lock preventing door opening during cycle. Emergency stop button. System fault alarms.	
			Weight	
			250 ~ 700 kg	
			Electrical	
			380 V, 3-phase, 50 Hz (or equivalent)	
		Training	On-site training after installation (for operators and bio-medical engineers)	
		Warranty	2 years	
		Summary	Main Unit (1 set)	

		List (Consists of) •per set	Thermal Printer (1 ea) 3-level Manifold Rack (1 ea) Self-Docking Transfer Cart (2 ea) Transfer Cart Adaptor (2 ea) Instrument Mesh Tray (6 ea) Instrument Tray for Lid (4 ea) Condensate Return to Drain (1 ea) Printer Paper (3 rolls/box. 1 box) Neutral Detergent HP (1 bottle) Enzyme Detergent HP (1 bottle) Prolystica Ultra Lubricant (1 bottle) Operation / Service Manual (1 set)	
		Remarks	The supplier is responsible for the installation of normal operation of the system.	
			Products manufactured within one year must be supplied.	



No.	ITEM	Technical description		Required (Q'ty)		
8	Plasma Sterilizer	Features	Suitable for sterilization of metal and non-metal medical devices, including heat- and moisture-sensitive instruments.		1 set	
			End products are only oxygen and water vapor → no toxic residues, no aeration required.			
			Utilizes low-temperature hydrogen peroxide technology: safe sterilization without exposure to heat or high humidity.			
			Low-humidity environment enables safe processing of moisture-sensitive electronic medical devices.			
			Safety: No harmful emissions: chamber exhaust decomposed into water vapor and oxygen.			
		Specifications	Sterilization Agent	Hydrogen Peroxide (58%~59.6%)		
			Sterilization Temperature	47°C ~ 56°C or Up to 55°C (max)		
			Dimensions	775(W) x 1.055(D) x 1.800(H) mm or similar		
			Weight	350 kg ~ 450 kg		
			Chamber Volume	152 liters		
			Chamber Dimensions	510(W) x 735(D) x 410(H) mm or similar		
			Cycle Stages	Vacuum → Injection → Diffusion/Exposure → Vent / Aeration		
			Cycle Time	Express 24 min / Flex 42 min / Standard 47 min. or P1 Non-Lumen 29 min / P2 Flexible-Lumen 42 min / P3 Rigid-Lumen 60 min		
			Emissions after cycle	Oxygen + water vapor.		
			Power Supply	200-415 VAC, 50/60 Hz (or equivalent)		
			Operating environment	Ambient temperature 15-35 °C, relative humidity up to 80 % RH (non-condensing).		
			Printer & Display	Integrated color touch screen display and built-in thermal printer for cycle documentation.		
			Training	On-site training after installation (for operators and bio-medical engineers)		
		Warranty	2 years			
		Summary List (Consists of) •per set	(A) or (B)	(A) Main Unit (1 SET), Sterilant cassettes (1 SET), Indicator strips (Type 4) (1 SET), Indicator tape (1 SET), Biological indicators (BI) (1 SET), BI Reader (1 SET), Sterilization roll (1 SET), Trays (1		

			SET). Express Cycle kit (1 kit). Printer paper (1 SET). Cassette disposal case (1 SET). BI Activator (1 SET). Operation & Service Manual (1 SET)	
			(B) Main Unit (1 SET). Sterilant bottles (1 SET). Indicator strips (1 SET). Indicator tape (1 SET). Biological indicators (BI) (1 SET). BI Reader (1 SET). Sterilization roll (1 SET). Trays (1 SET). Express Cycle kit (1 SET). Printer paper (1 SET). BI Activator (1 SET). Operation & Service Manual (1 SET)	
		Remarks	The supplier is responsible for the installation of normal operation of the system. Products manufactured within one year must be supplied.	



General Conditions of Contract

1. Definitions

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

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

2. Contract Documents

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

3. Language

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

4. Scope of Work

The scope of work to be performed by the Supplier shall be subject to the provisions of this Agreement including the Goods Supply Schedule attached hereto, and, if necessary for the installation of the Goods and the training of the End-Users, may be expanded to such installation works and the relevant training programs.

5. Contract Deposit, Maintenance Security, etc.

- 5.1 The Supplier shall furnish to the Purchaser i) the Contract Deposit in the amount of no less than ~~ten (10)~~ percent of the Contract Price to ensure the conclusion of Contract (hereinafter referred to as the "Contract Deposit"), and ii) the Maintenance Security in the amount of no less than ~~three (3)~~ percent of the Contract Price to ensure the maintenance and repair of the Goods (hereinafter referred to as the "Maintenance Security"), respectively, in a manner as required by the Purchaser in the form and substance.
- 5.2 In case that the whole or part of Contract Deposit may be exempted pursuant to the Instructions on the International Bidding for the Procurement of Goods, the Supplier may cause the Contract Deposit to be replaced by the letter of undertaking to pay the Contract Deposit.
- 5.3 The period of the Contract Deposit to ensure the conclusion or the early termination of Contract shall be from the Effective Date to no less than 60 days since the expiration



of Time Limit of Delivery, and, in case of the Maintenance Security, from the delivery date to no less than 60 days since the expiry of the Period of Maintenance Liability as defined in Section 19.1 of GCC.

- 5.4 When the Purchaser is requested, with respect to the procurement of the Goods, to pay the advance payment (which refers to the payment in advance usually made) to the Supplier, the Supplier shall submit the Advance Payment Guarantee in a manner as required by the Purchaser in the form and substance.
- 5.5 When the Time Limit of Delivery is extended under Section 17 of GCC, the Supplier shall submit new Contract Deposit, Maintenance Security and Advance Payment Guarantee based upon the extended Contract Period.

6. Disposal of Contract Deposit

- 6.1 When the Supplier fails to perform the obligations hereunder without any justifiable ground, the Purchaser may revert to itself the proceeds of Contract Deposit and terminate this Agreement.
- 6.2 The Contract Deposit furnished by the Supplier shall be discharged, released or returned to the Supplier without delay upon its request after this Agreement has been completely performed.

7. Monitoring of Performance

- 7.1 Unless otherwise specified in this Agreement, the Purchaser may monitor and audit the manufacturing process or materials being used in manufacturing, and request the Supplier to take necessary measures when the Purchaser deems it necessary to ensure the proper performance of this Agreement.
- 7.2 The Supplier shall cooperate with the Purchaser when the Purchaser conducts the reasonable monitoring of performance, and the Purchaser's monitoring shall not unjustifiably impede the Supplier's conduct of business.
- 7.3 The Supplier shall notify the Purchaser in writing of the incident which affects gravely the performance schedule, ingredient costs, quality, etc. and consult with the Purchaser on such incident.

8. Delivery

- 8.1 The Supplier shall cause the Goods as well as relevant documents to be delivered to the place designated by the Purchaser by the delivery date specified in this Agreement.
- 8.2 Any loss or damage to the Goods which took place for the reason not imputable to the Purchaser until the required inspection or acceptance shall be borne by the

Supplier.

- 8.3 Unless otherwise requested by the Purchaser or permitted by this Agreement to supply the Goods partially, the Supplier shall not provide the Goods partially one after another.

9. General Specifications

- 9.1 The Goods to be supplied shall, unless otherwise provided for in this Agreement, conform to the specification details, number and ID hereunder and the specifications of part, and shall be a brand-new product in conformity to the purpose.
- 9.2 If the specifications of the Goods are not specified in this Agreement, the business customs and practices and technological feasibility shall be applied as general specifications.
- 9.3 The spare parts of the Goods shall be of same specifications and in a complete mode lest they should affect the manufacturing process of the Goods, the assembly cost of which be included into the Contract Price.

10. Inspections and Tests

- 10.1 The Supplier shall notify the Purchaser of the inspection date 14 days in advance in accordance with the Goods Supply Schedule and obtain the approval of the Purchaser, and cause the Goods to be inspected by the inspectors designated by the Purchaser; *provided, however*, that, in case of Force Majeure, the inspection might be extended during the period of Force Majeure and three days after its extinction.
- 10.2 For an efficient inspection and delivery five (5) days prior to the inspection, the Supplier shall have consultations with an agent and a transporter both of whom have been designated by the Purchaser to conduct the inspection and the delivery of the Goods, and submit the Self-Inspection Report <> to the Purchaser.
- 10.3 The Supplier shall take necessary measures to ensure safe transport of the Goods and to preserve their quality and color.
- 10.4 Inspection shall be conducted in a manner of general inspection of appearance, quantity, specifications and painting of the Goods as well as performance test, and the resultant integrated assessment while the inspections and tests of multitude of identical Goods may be replaced by the sample inspection; *provided, however*, that, if the Goods are in the making or the process of manufacturing is of importance, the Goods in the process of manufacturing may be inspected.
- 10.5 In case that the whole or part of the Goods prove defective after the inspections and tests, the Goods shall be inspected once more. Only the Goods which passed the second inspection shall be delivered/shipped. Thus any possible delay of delivery shall not be free of liquidated damages.



10.6 Any loss or damage out of transformation, consumption, destruction or change in quality of the Goods as a result of inspections and tests shall be borne by the Supplier.

11. Liquidated Damages

11.1 If the Supplier fails to deliver the whole or part of the Goods within the period specified in this Agreement, the Purchaser shall, without prejudice to its other remedies under this Agreement, pay the amount, as liquidated damages, a sum equivalent to the 0.075 percent (~~0.125~~ percent in case of a Project) of the Contract Price for a day of delay until actual delivery of perfect Goods; *provided, however, that*, if the delay has been caused with no fault of the Supplier by any of the followings, the corresponding days shall be excluded from the days of delay:

- (a) Force Majeure events;
- (b) Export embargo inflicted by relevant laws or government orders; or
- (c) Incapability of the Supplier owing to other causes beyond its control.

11.2 The Supplier shall, if any of the situation stated in Section 11.1 takes place, notify the Purchaser of the fact in writing without delay, but, in case of failure of such notification, the liquidated damages as set forth in Section 11.1 shall be levied by the Purchaser.

12. Representations and Warranties

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

- (a) It was duly established in the eligible country (hereinafter referred to as the "Located Country") in accordance with the relevant laws and regulations, and has full legal power to enter into and perform this Agreement and good capacity to do business;
- (b) It has obtained the official approval, consent and authorizations, if any, from the Located Country as well as the Host Country and other related countries, necessary to supply the Goods to the Host Country;
- (c) It has conducted sincerely the procedural requirements including, but not limited to, qualification test, e-Procurement system and duty of integrity as required by the Purchaser;
- (d) It has warranted the quality of the Goods, and immediate replacement or refund, if applicable, of defective or non-conforming Goods as demanded by the Purchaser;
- (e) It has guaranteed the Contract Price is not higher than the regular price and the

fair market value usually traded;

- (f) It has ensured no variation of quantity of the Goods and no partial performance unless otherwise agreed upon by both parties;
- (g) It will not pay the expenses to perform its obligations hereunder out of country, which are included in the Contract Price, and the Supplier shall not demand the additional payment of expenses hereof;
- (h) It shall allow the independent inspector designated by the Purchaser to inspect the quality of Goods, and the Purchaser may reject defective or non-conforming Goods after the inspection; and
- (i) It shall waive its sovereign immunity, if applicable, even though it is a state-owned company of the Host Country.

13. Covenants

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

- (a) It shall be liable to maintain and repair defective Goods, if any, for the Period of Maintenance Liability as defined in Section 19.1 of GCC, and further to exchange them with the same kind of Goods with no defect at the request of the Purchaser;
- (b) It shall not employ any fraudulent and corrupt manner in supplying the Goods;
- (c) It shall forward via airmail or special courier such drawings and manufacturer's instructions as requested by the Purchaser necessary to determine and approve the design, physical and electrical structure, assembly, installation, operation, lubrication system, etc. of the Goods;
- (d) In case the approval of the drawings is required prior to manufacturing the Goods, it shall submit a certain copies of detailed manufacturing drawings to the Purchaser for approval;
- (e) It shall not make any sub-contract in supplying the Goods with a third party without prior written consent of the Purchaser;
- (f) It shall, as the case may be, paint or protect the surfaces of the Goods with a suitable protective coating in a reasonable manner to ensure the safe transport and to meet the purpose of use;
- (g) It shall supply parts of the Goods in sufficient quantity for a considerable period of time after the closure of this Agreement;
- (h) It shall not assign its contractual status, rights and obligations to a third party without prior written consent of the Purchaser;
- (i) It shall pay taxes, assessments and governmental charges upon it, its property



or taxable activities hereunder promptly when due; and

- (j) It shall report to the Purchaser immediately any event or incident that may significantly affect the performance hereof.

14. Events of Default and Damages

14.1 In the event that the Supplier fails to deliver the Goods to the place as directed by the Purchaser until the Time Limit of Delivery of the Goods; the Supplier fails to observe or perform any representation, warranty, covenant or any other obligation hereunder; or the Supplier fails to comply with its obligation of integrity hereunder, or meet any reasonable request of the Purchaser, it shall be deemed to constitute events of default.

14.2 The Supplier shall be liable to the Purchaser for any loss and actual damages to the Purchaser, caused by any of the events stated in Section 14.1; *provided, however*, that the Supplier shall also be liable to the Purchaser for special damages, only under special circumstances that it knew, or would have known, the breach of Contract.

15. Termination

15.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Agreement if any of the followings takes place before the Goods have been completely delivered. In this case, the Purchaser shall pay part of the Contract Price to the Supplier in proportion to the performance of the Supplier subject to the consultation between both parties:

- (a) The foreign policy of the Korean government has been changed;
- (b) The policy of the Host Country has been altered;
- (c) Natural disaster, war or any other Force Majeure event has blocked the performance of Contract;
- (d) Other incidents not imputable to the Supplier have made the performance of Contract extremely difficult; or
- (e) Any significant change of business plan on the part of the Purchaser has necessitate the termination of this Agreement in whole or in part.

15.2 The Purchaser may terminate the whole or part of the Agreement when the attainment of the purpose of this Agreement is deemed impossible because of any of the following events imputable to the Supplier:

- (a) The Supplier fails to deliver, or reject to deliver, the Goods with such specifications as specified in this Agreement within the Time Limit (or extension thereof) of Delivery of the Goods;
- (b) The Supplier fails to undergo the inspection in accordance with the inspection

schedule without any justifiable ground;

- (c) The Supplier's negligence in the midst of the inspection gives rise to a significant claim to it;
- (d) The Supplier proves to be in breach of, or incapable to perform, this Agreement;
- (e) The Supplier's employees or agents would not respond to the request of the Purchaser related to the Project without justifiable grounds, or dare to impede the Purchaser's doing business;
- (f) That the Supplier's violation of Sections 12 and 13 of GCC, and other provisions of this Agreement is deemed to frustrate the attainment of the purpose of this Agreement;
- (g) The Supplier has assigned the contractual rights or obligations to a third party without the written consent of the Purchaser;
- (h) In case the liquidated damages amount to the Contract Deposit to ensure the Contract, the timely manufacturing and delivery of the Goods are hardly expected even though the Contract Period is extended for a while;
- (i) The Supplier commits illegal or fraudulent activities including bribery or fraud which impedes ordinary operation of contract while performing this Agreement;
- (j) The Supplier undergoes the revocation of license or registration, suspension of operation, etc. by the competent authorities; or
- (k) The Supplier is in breach of Contract, and, owing to such breach, is deemed impossible to attain the purpose of this Agreement.

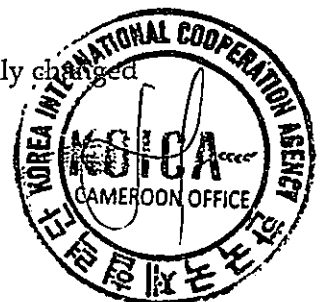
15.3 When the Purchaser has terminated the Agreement pursuant to Sections 15.1 and 15.2, the Purchaser shall immediately notify in writing the Supplier of such fact, and the Supplier shall stop performing the Agreement as of the date and on condition based upon such notification.

15.4 When the Agreement is terminated pursuant to Section 15.2, the Supplier shall, together with the confiscation of the Contract Deposit pursuant to Section 6 of GCC, return to the Purchaser the total amount paid by the Purchaser until such termination and the statutory interest thereon.

16. Modification

16.1 The Supplier may request the modification of specification, quantity, Supplier's procurement source of the Goods, and other contractual terms when any of the followings takes place, to which the Purchaser may consent or reject at its option:

- (a) The Host Country has officially requested;
- (b) The Supplier's procurement source of the Goods has to be necessarily changed



because of its insolvency, dissolution or other unavoidable reasons;

- (c) The Goods cease to be manufactured; or
- (d) Other Force Majeure events not imputable to the Supplier take place.

16.2 The request of modification of contractual terms pursuant to Section 16.1 shall be made no later than three (3) weeks prior to the Time Limit of Delivery of the Goods, and the modified specification of the Goods shall be equivalent or superior to the previous one.

16.3 When the Purchaser approves the request of modification of contractual terms pursuant to Section 16.1, the Supplier shall submit the modified Goods Supply Schedule subject to such modification within five (5) days from the date of the Purchaser's approval.

17. Extension of Contract Period, etc.

17.1 The Contract Period shall be extended as follows:

- (a) The Supplier shall, without delay, request to the Purchaser in writing the extension of the Contract Period in case that inevitable circumstances of the Host Country or the Force Majeure events specified in Section 1(j) of GCC takes place during the initial Contract Period;
- (b) When the Purchaser is notified of the request for the extension of the Contract Period stated in Section 17.1(a), the Purchaser shall, as soon as possible, make investigation into such an event and take such necessary measures as the extension of the Contract Period, etc. to facilitate the relevant purchase;
- (c) When the Purchaser approves the extension of the Contract Period stated in Section 17.1(a), the liquidated damages set forth in Section 11 of GCC shall not be levied during such extended period; and
- (d) When the Contract Period is extended pursuant to 17.1(c) of GCC, the Contract Price shall not be adjusted accordingly.

17.2 The Time Limit of Delivery of the Goods shall be extended as follows:

- (a) The Supplier shall, without delay from the occurrence of the circumstances, request to the Purchaser in writing the extension of the Time Limit of Delivery in case that circumstances imputable to the Supplier make it necessary to extend the initial Time Limit;
- (b) When the Purchaser is notified of the request for the extension of the Time Limit stated in Section 17.2(a), the Purchaser shall, as soon as possible, notify the Supplier whether the Purchaser approves the extension of the Time Limit; and
- (c) When the Time Limit is extended out of the reasons imputable to the Supplier, the Liquidated Damages stated in Section 11 of GCC shall be levied accordingly.

18. Warranty

- 18.1 The Supplier shall submit the warranty of quality of the Goods (including the warranty of Supplier's procurement source of the Goods) to the Purchaser when it requests the payment of the Contract Price.
- 18.2 The Supplier shall guarantee that the specifications and quality of the Goods are in strict conformity with requirements of this Agreement for one year from the delivery date apart from the inspection set forth in Section 10 of GCC.
- 18.3 When the Purchaser finds that the specifications and quality of the Goods are not in conformity with requirements of this Agreement within one year from the delivery date, the Purchaser shall notify the Supplier of the difference, and may demand the replacement, or the refund of the Contract Price, of the defective Goods.
- 18.4 The Supplier shall replace the defective Goods with the perfect one pursuant to this Agreement upon the request set forth in Section 18.3 at the cost of the Supplier.
- 18.5 Section 18.2 shall apply to the Goods replaced pursuant to Section 18.4.
- 18.6 In case that the Supplier rejects the replacement of the defective Goods as requested by the Purchaser, or fails to replace such Goods within the specified period subject to the notification of the Purchaser, the Supplier shall refund the Contract Price to the Purchaser in proportion to the defective Goods.

19. Maintenance Guaranty

- 19.1 The Supplier shall be liable for the maintenance and repair of the Goods for one year (hereinafter referred to as the "Period of Maintenance Liability") after the Time Limit of Delivery (in case of the Goods used in the Project, two years); *provided, however*, that, once the request of repair is submitted to the Supplier during such Period but the Period expires, the Supplier's liability shall cease to exist when the Purchaser confirms the requested repair is completed.
- 19.2 When the Purchaser requests the repair of the defective Goods, the Supplier shall immediately repair the Goods, or replace the defective Goods with the same Goods of identical or better quality.
- 19.3 The Supplier shall deposit cash or bond to the Purchaser to guarantee the maintenance and repair of the Goods set forth in Section 19.1 in the amount specified in Section 5.1 of GCC.
- 19.4 When the Supplier would not respond to the request of repair from the Purchaser or End-User without any justifiable ground during the Period of Maintenance Liability, the Maintenance Security shall belong to the Purchaser.
- 19.5 The Maintenance Security furnished by the Supplier shall be discharged, released or



returned to the Supplier upon its request when the period set forth in Section 19.1 expires.

19.6 Any cost incurred during the Period of Maintenance Liability shall be borne by the Supplier in whole.

20. Installation and Training Services

20.1 When both parties deem it necessary to help install the Goods at the destination, the Supplier shall arrange the qualified specialists, as specified by the Goods Supply Schedule, to be dispatched to the place and to help install the Goods, and further to train the End-Users subject to the prior consultation with the Purchaser.

20.2 The Supplier shall submit the Installation and Training Program including the personal information, itinerary, and detailed on-site work plan, etc. of the specialists two (2) weeks prior to the date of dispatch. And the Supplier shall be totally responsible for the expenses including the round-trip air fare, accommodation charge and overseas travel insurance, and physical security and health of the specialists.

20.3 The specialists set forth in Section 20.1 shall, in cooperation with the Purchaser, prepare in advance for the tools and materials necessary to install the Goods in a proper location.

20.4 The Supplier shall make an on-site inspection of the Goods which have been delivered to the location at the presence of the representative of the Purchaser (if unavailable, then an authorized foreign service personnel of the Republic of Korea stationed to the country. The same applies hereinafter), the specialist designated by the Purchaser and the representative of the Host Country. If any loss or defect of, or damage to, the Goods is found, the Supplier shall, without delay, inform the Purchaser of the facts via the representative of the Purchaser.

20.5 The specialists shall perform the installation and test-run of the Goods, and implement necessary training program for the End-Users, the detailed result report of which shall be submitted to the Purchaser with appropriate confirmation of the attending independent specialist and representative.

20.6 The Supplier shall submit, within 14 days from the return of the specialists, two (2) copies of the final report to the Purchaser, which shall include the personal information, itinerary, and detailed description of job regarding installation, training program, attendants' confirmation, specialists' comments and suggestion for the effective after-sales services, photographs of the Site, the arrival and departure proofs of the specialists.

21. After-Sales Services

21.1 The Supplier shall perform after-sales services with best efforts upon the request of the Purchaser, even though the Period of Maintenance Liability expires.

21.2 The cost and expenses incurred for the after-sales services pursuant to Section 21.1 shall be borne subject to the agreement between the Purchaser and the Supplier.

22. Governing Law

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

22.2 The interpretation and trade terms shall be subject to the International Rules for the Interpretation of Trade Terms 2000 (INCOTERMS 2000) or its latest version.

23. Notice

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

24. Severability and No-Waiver

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

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

25. No Assignment

25.1 The Supplier shall not grant collateral including lien, pledge and mortgage, nor assign its rights and obligations related with this Agreement for the benefit of a third party without prior written consent of the Purchaser.

25.2 The Supplier shall not make, for the purpose of performing this Agreement, a sub-contract or delegation to a third party, but, in an unavoidable circumstances, it shall obtain prior written consent of the Purchaser; *provided, however*, that the same shall not apply to the matters confirmed at the time of conclusion of this Agreement.

26. Insurance and Compensation

26.1 The Supplier shall make the probable accidents to human resources, put to work



the performance of this Agreement, insured at its cost.

26.2 The Supplier shall, prior to the dispatch of personnel, submit to the Purchaser a copy of insurance certificate issued on the occasion of insurance contract pursuant to Section 26.1.

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

27. Fiduciary Duty

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

28. Intellectual Property Rights and Confidentiality

28.1 Unless otherwise agreed upon by both parties, the materials and reports which the Supplier submitted to the Purchaser (including Intellectual Property Right thereof) shall belong to the ownership of the Purchaser, and the Supplier shall not provide them to a third party nor use for other purposes without prior consent of the Purchaser. The same shall apply where this Agreement has been terminated pursuant to Section 15 of GCC.

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

29. Intellectual Property Rights of Third Party

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

30. Dispute Resolution

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

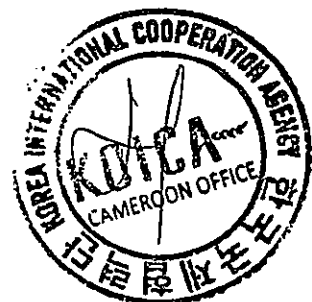
30.2 Any dispute arising out of this Agreement shall be settled amicably in good faith by means of consultation between both parties.

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

31. Miscellaneous

31.1 This Agreement shall become effective from the Effective Date to the end of the Period of Maintenance Liability specified in Section 19.1.

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



Special Conditions of Contract

1. Purpose

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

2. Definitions

Further to Section 2 of GCC, the following terms shall have the meaning set forth below:

- (a) The "Contractor" means a company employed by the Purchaser to construct the necessary facilities in relation to the procurement of the Goods.
- (b) The "Consultant" means an independent professional firm employed by the Purchaser to provide consulting services regarding the whole process of construction of the necessary facilities in relation to the procurement of the Goods.

3. Payment

- 3.1 Unless otherwise agreed upon by both parties, the Purchaser shall pay the Contract Price to the bank account as designated by the Supplier (including the bank name, account number and account holder's name being specified) within 14 days from the receipt of the invoice, shipping documents and other relevant documents.
- 3.2 The Contract Price may be paid in N installments, or monthly or quarterly, as elected and agreed upon by both parties; *provided, however*, that, if the installation of the Goods or separate delivery is required, the payments shall be made by corresponding installments.
- 3.3 When the whole or part of the Goods fail to conform to the Specifications, the Purchaser may postpone the final payment until the Goods pass the second inspection.
- 3.4 In case that it is necessary to dispatch qualified specialists to help install the Goods, the Purchaser shall pay up to 80 percent of the Contract Price to the bank account designated by the Supplier within 14 days upon receiving shipping documents and claim for the price of the Goods, and the remaining 20 percent to the same bank account after completion of the installation of the Goods subject to the confirmation by the representatives of the Host Country.

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

4. Delivery of Goods

The Supplier shall, make delivery of the Goods in the following manner:

- (a) Time Limit of Delivery: Within N months from the Effective Date or until mm dd, 20yy;
- (b) Final destination (or Place of delivery): _____
- (c) Method of transportation: _____
- (d) Goods to be delivered: Subject to the inspection of the Purchaser or its representative inspector.
- (e) Rejection of Goods: The whole or part of Goods which fail to conform to the Specifications may be rejected by the Purchaser. The second inspection of failed Goods shall be conducted at the expense of the Supplier.

5. Notice of Delivery

- 5.1 Pursuant to Section 4 of SCC, the Purchaser shall cause the Supplier to notify in writing or via the electronic bidding system three (3) weeks prior to the delivery of the Goods whether it will duly deliver the Goods or not; *provided, however*, that the Supplier shall submit the procurement plan of the Goods, which will be produced subject to the orders, including the manufacturing schedule and process, etc., within seven (7) days from the Effective Date.
- 5.2 In case that the Purchaser intends to postpone the Time Limit of Delivery, it shall notify the Supplier of the postponement of the Time Limit of Delivery.

6. Instructions

- 6.1 The instructions how to use the Goods shall be in English or the language of the Host Country, being attached to the inside of the packing box of the Goods.
- 6.2 When it is deemed necessary to be cautious in using the Good, the Supplier shall explicitly make a notice of caution with respect to how to use, maintain or fix it in English or the language of the Host Country.

7. Specific Delivery

- 7.1 With respect to Section 8 of GCC, subject to the consultations and agreement



between both parties, the delivery of the Goods shall be as follows:

- (a) All the Goods shall be packed in standard export packing with the contract number, and the name of the End-User affixed on them;
- (b) The contents of each shipping package shall be itemized on a detailed list showing the exact weight, outside dimensions (length, width and height) of each container; *provided, however*, that, if all containers are uniform in size and weight, the weight and dimensions of only one may be shown noticeably.

- (c) Marking on the packing container shall be shown as follows:

<Surface to be shown> Front and side, and printed in green and black color wording on a white background

<Marking and Wording> KOICA in a diamond diagram

To: [*Consignee*]

C/NO: [*Contract number*]

MADE IN KOREA

DEVELOPMENT COOPERATION BY

THE GOVERNMENT OF THE REPUBLIC OF KOREA

WE KINDLY REQUEST THE SWIFT CUSTOMS CLEARANCE
OF THIS DIPLOMATIC CARGO

- (d) Printed instructions with respect to installation, maintenance and repair, and part lists, if any, shall be furnished.

7.2 With respect to the delivery of the Goods set forth in Section 7.1, the Supplier's procurement source of the Goods shall implement a training program for the End-Users pursuant to Section 20 of GCC; *provided, however*, that, if necessary for proper operation of the Goods, specialists may be invited to render a training program upon request from the Purchaser.

7.3 When transporting the Goods by ship, the Supplier shall perform the followings:

- (a) To let the Supplier's procurement source of the Goods advise shipping readiness by an appropriate notice prior to loading the cargo;
- (b) To make the Goods insured in case of CIF terms;
- (c) To deliver the Goods in conformity with the Agreement;
- (d) To make a shipping advice of shipping schedule five (5) days prior to loading, and submit the following documents within seven (7) days after the loading:
 - Commercial invoice 6 copies;
 - Packing list 6 copies;

- Tax report 1 copy;
- Request for payment 2 copies;
- Warranty of quality and catalog 2 copies each;
- Inspection certificate and photos 2 copies each; and
- Maintenance security bond 1 copy.

- (e) In case of CIF terms, freight shall be paid by the Supplier to the transporter.
- (f) The Supplier shall make its procurement source of the Goods submit transportation documents to the Purchaser by a registered air mail or courier services.

7.4 If necessary, the Supplier shall mark the following message requesting the cooperative customs clearance of the Goods in the remarks of the commercial invoice and the packing list, respectively:

TO AUTHORITIES CONCERNED

DIPLOMATIC CARGO SUPPLIED BY THE KOREAN GOVERNMENT

WE REQUEST YOU TO EXPEDITE CUSTOMS CLEARANCE OF THIS CARGO

8. Application of Exchange Rate

When the U.S. dollar is used for the purpose of payment under this Agreement, the exchange rate of T/T offered rate quoted on the 15th day of each month by the bank with which the Purchaser trades shall apply thereto.

9. Formula of Liquidated Damages

9.1 With respect to Section 11 of GCC, the liquidated damages shall be subject to the following formula:

Liquidated Contract Price or Liquidated Damage Number of Damages* = Aggregate Amount of ×
Percentage × Days from the Time the Goods to be delivered Limit of Delivery

* The liquidated damages shall be set-off from the amount to be paid to the Supplier. In this case, the Time Limit of Delivery, which falls on holidays in the Host Country, shall be the next following business day.

9.2 The amount which can be set-off by the liquidated damages subject to Section 9.1 shall not exceed ten (10) percent of the Contract Price.

9.3 When the on-site inspection is delayed and the Supplier passed the Time Limit of Delivery, the days elapsed from the Time Limit of Delivery shall not be counted in the number of days as described in the formula under Section 9.1; *provided, however*, that the same shall not apply where the on-site inspection has been delayed owing to reasons imputable to the Supplier.



10. Prior Check and Examination

Further to Sections 12 and 13 of GCC, the Supplier shall, on its sole responsibility, understand the legal matters, including tax and customs clearance, and technical things, e.g., on-site installation, operation, etc., in the Host Country and process the necessary matters for proper performance of this Agreement.

11. Post-Qualification Monitoring

11.1 With respect to the Qualification Examination in Section 12(c) of GCC, the Supplier shall implement the content thoroughly in performing this Agreement as promised by it during the initial qualification examination.

11.2 The Purchaser shall monitor from time to time the performance of the Supplier as stated in Section 11.1, and, if any difference from the initial plan occurs, shall take necessary measures to correct immediately such difference.

12. Casualty Compensation

Pursuant to Section 26 of GCC, the Supplier shall make the personnel, who are assigned to perform this Agreement, insured on the following criteria based upon the Korean standard:

- (a) In case of injury and death, up to 300 million won;
- (b) In case of disease and death, up to 200 million won; or
- (c) In case of special expenses, up to 10 million won.

13. Use of Patent

With respect to Section 29 of GCC, the Supplier shall be solely responsible for the use of the patent or other intellectual property rights of a third party in performing this Agreement; *provided, however*, that, the Purchaser, who has requested other patent than the one specified in this Agreement, shall pay the relevant royalties to the Supplier

14. On-Request Training Program

14.1 In case that an on-request training program is included in this Agreement pursuant to Section 20 of GCC and Section 7.2 of SCC, the Supplier shall submit the program outline based upon the Training Program attached hereto four (4) weeks prior to the start of the program, the confirmed Training Program and the Program Guide in English two (2) weeks prior to the start of the program, respectively, for the purpose of the Purchaser's approval.

- 14.2 The training shall be, in principle, subject to the Purchaser's training program, but the start thereof may be adjusted in view of the circumstances in the Host Country.
- 14.3 The Supplier shall implement the training program for the End-Users by complying with the list of specialists, training facilities and study materials specified by the Training Program attached hereto.
- 14.4 The Purchaser shall pay to the Supplier 80 percent of the training expenses upon the receipt of the qualified training program, and the remaining 20 percent upon the receipt of the completion report including the items specified in Section 15.5 and the relevant settlement thereof, respectively.
- 14.5 The Supplier shall settle accounts in consideration of the actual man-hours and time credits based on the Purchaser's standards, and may cover the foreign exchange loss or unexpected costs by transfer of budget items or the reserve funds subject to the prior approval of the Purchaser; *provided, however*, that the amount exceeding the Project expenses shall not be approved.
- 14.6 The Supplier shall, within one (1) month after the expiry of the on-request training program, settle accounts of the training budget given by the Purchaser and actual expenses paid by itself, and shall submit, without delay, the vouchers thereof and the remainder, if any, to the Purchaser. The Supplier shall submit the report of performance and final settlement, with the statement of particulars of training expenses attached thereto, to the Purchaser, and, without delay, return the remainder upon the settlement of accounts confirmed by the Purchaser.
- 14.7 When the Supplier intends to modify the training program specified in Section 15.1 on unavoidable grounds, it shall, without delay, submit the modified training program with full description of such grounds and necessity subject to the approval of the Purchaser.

15. Undertaking of Non-Bribery and Integrity Obligation

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



<Attachment 1>

Goods Supply Schedule

1. Items of the Goods and each Price

No.	Item	Detailed Specifications			Quantity	Price	Amount	Remarks
		Product No.	Manufacturer	Specification				

2. Contact Person in charge of procurement and after-sales services

- o Name/Title:
- o Tel No./e-Mail/Fax:

3. Supply Schedule

Life Cycle	20xx				20xx			
	1/4	2/4	3/4	4/4	1/4	2/4	3/4	4/4
Execution of Contract								
Procurement of Goods								
Inspection								
Loading and Shipping Transport								
On-site Installation & Training								
Others								

4. After-Sales Services

- o A/S Methods: Locally or Directly implemented
- o Communications with the Host Country

5. Dispatch of Specialists

- o Personal Information: Name/Dept. & Co./Career
- o Period of Installation Works:

<Attachment 2>

Specifications of Goods

1. Completed Goods

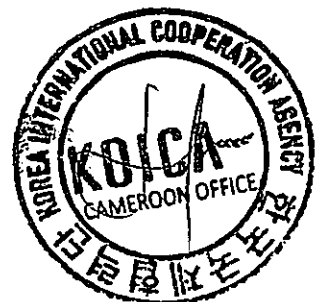
-
-
-
-
-
-

2. Parts

-
-

3. Remarks

-
-



<Attachment 3>

Self-Inspection Report

For the Name of Project Project

Date of Self-Inspection				Venue of Inspection			
Inspector (Dept/Name)				Shipping Order			
Items Inspection							
General	Export Quantity						
	Conformity to Specifications						
	Year of Make						
	Conformity to Maker & Model						
	Effective Period						
	Refrigerated & Packing Condition						
	Manual in English						
	Marking						
	Quality Certificate						
	Others						
	Test	Operation					
Function							
Others							
Result	Weak Points						
	Assessment						

Submitted on *mm dd, 20yy*

Supplier:

Name:

Title: CEO and President

To. President of KOIA (Country Director of KOICA xx Office)

<Attachment 4>

Training Program

1. Training Summary

- Period:
- Names of Participants:
- Purpose of Training:
- Venue of Training:

2. Proposed Training Schedule

Subject and Content of Training	Remarks
1st Day	
2nd Day	

3. Content of Training

Subject	Content	Time Credit	Remarks

4. Training Report

- Training Guidelines:
- Training Program:
- Implementation:
- Completion Report:



Contract for International Goods

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

The Purchaser

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

Address _____

Represented by its office: _____

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

Address _____

WHEREAS, the Purchaser wishes to provide the below-mentioned Goods to X Country;

WHEREAS, the Supplier desires to supply such Goods and to arrange other necessary matters to the End-Users at the Project Site in X Country;

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

The both parties have concluded this Agreement identified by

Contract ID: _____

Contract No.: _____ Bidding No.: _____

Names of the Project and Host Country: _____

For the supply and purchase of the Goods

Item: _____

Quantity: _____

Goods Supply Schedule: See <Attachment 1>

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

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

In particular, the Time Limit of Delivery of the Goods being mm dd, 20yy

Deposit: (Type:)

Rate of Liquidated Damages for Delay: 0.075% of the Contract Price / day

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

Under the General Conditions and the Special Conditions, respectively.

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

The Purchaser: Korea International Cooperation Agency

Name

Title

The Supplier:

Name

Title



Annex 1: Contract Deposit

Contract Deposit

KNOW ALL MEN BY THESE PRESENTS, that

we, [Contractor], a company incorporated in and under the laws of [Country of Establishment] as Principal (hereinafter referred to as the "Contractor") and [Guarantor], a corporation organized under the laws of [Country of Establishment] and duly organized to transact business in [Country of Doing Business] as the Guarantor (hereinafter referred to as the "Guarantor") are held and firmly bound unto the Korea International Cooperation Agency with its headquarters in Seoul, Korea, as Obligee (hereinafter referred to as the "Employer" or "KOICA") in the amount of ten (10) or fifteen (15) percent of the Contract Price, i.e., [Words] US Dollars (US\$ [Figure]), as a Contract Deposit to ensure the conclusion or the early termination of the Contract for the payment whereof which sum, well and truly to be made, the Contractor and the Guarantor bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

Signed on mm dd, 20yy

Contractor:

by [Signature]
Name:
Title:

Guarantor:

by [Signature]
Name:
Title:

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



Annex 2: Maintenance Security

Maintenance Security

KNOW ALL MEN BY THESE PRESENTS, that

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

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

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

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

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

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

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

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

Signed on mm dd, 20yy

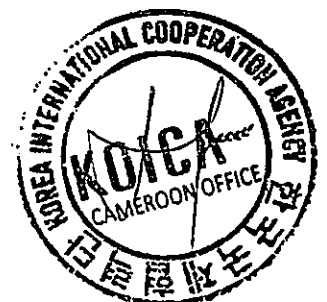
Contractor:

by [Signature]
Name:
Title:

Guarantor:

by [Signature]
Name:
Title:

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



Annex 3: Advance Payment Guarantee

Advance Payment Guarantee

Date mm dd, 20yy

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

RE [Title of Contract for Advance Payment]

Gentlemen:

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

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

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

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

Yours truly,

Name

Title

Bank/Financial Institution

Address

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



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.

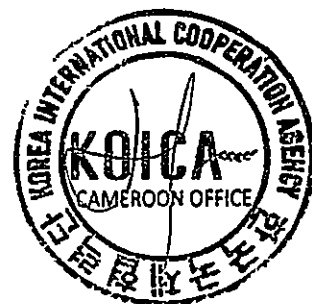
Swearer
(Contract manager)

소속기관: KOICA
소속부서: XXX Office

직책(job position):

성명(name):

(sign)



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 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):

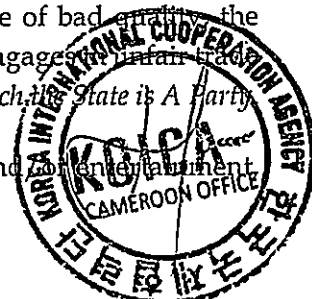
CEO or Representative (대표자):

Signature (인)

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.

[date]

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

To the President of Korea International Cooperation Agency