

Special Conditions of the Contract for International Construction Works

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

Article 1 – Modified Terms and Conditions

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

Article	General Condition subject to Modification

Article 2 – Supplementation of Terms and Conditions

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

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

Detailed Terms and Conditions

Construction Site Manager	Name, Title, Contact Details, Other Information Before the absence of a site manager occurs, a replacement must be proposed and approved in advance.	
Defect Notification Period	1 (one) year	
Construction Supervisor	Vernacular Consultants Ltd.	
Contract Price		
Bid Rate	89.745 %	
Latent Defects	If not applicable, the special provisions regarding latent defects shall not apply and any liability relating to defects shall be determined in accordance with applicable Laws.	
Project Name	Education and Research Capacity Building of the National Institute of Advanced	
Date of Commencement	YYYY / MM / DD	
Completion Deadline	For the whole Construction : YYYY / MM / DD For a part of the Construction: YYYY / MM / DD	
Notice Details	Employer KOICA Bangladesh Office Address: Level 3, Unit A. I-K Tower, Plot no. CEN(A)-2, North Avenue, Gulshan 2, Dhaka 1212, Bangladesh	Contractor Copy to: Title Fax no. Phone no. e-mail
Date of Site Delivery	YYYY / MM / DD If Site Delivery is in stages:	

Performance Guarantee Amount	15% of the Contract Price Any additional amount to be provided pursuant to Article 4.2(b) of the Contract shall be ____% of the increased Contract Price
Advance payment	20% of the Accepted Contract Amount is paid when the advance payment bank securities are submitted.
Working Hours	The actual working hours of the Contractor's workforce
Liquidated Damages	Whole Construction: 0.05% of the Contract Price In the case of partial completion, consider whether to impose liquidated damages for delay in respect of each milestone and if so, how much
Cap on Liquidated Damages	15% of the Contract Price
Indirect Expenses and Profits of Reserve Funds	Generally, ____% of the relevant amount If no reserve funds, state as "N/A"
Upper Limit and Deduction Ratio on Reserves	Generally, ____% of the relevant amount If no reserves, state as "N/A"
Security Deposit for Defects	3% of the Contract Price May be exempted if reserves are available
Currency of Contract and Payment	USD
Default Interest on Outstanding Applicable Payments (Article 12.4)	_____ % per annum
Cap on Liability	The larger of (a) the total amount of insurance coverage purchased by both Parties and (b) the Contract Price
Employer's Insurance	

Contractor's Insurance	1. Contractor's All Risk Insurance: insurance covering loss and damage to the Construction itself and equipment 2. Third Party Liability Insurance: insurance covering personal injury or property damage to third parties arising in connection with or as a result of the Construction Works 3. Workmen's Compensation Insurance: insurance covering personal injury to the Contractor's workforce arising in connection with or as a result of the Construction Works 4. Marine Cargo Insurance 5. Contractor's Plant and Equipment Insurance including plant and equipment required for operational activities and temporary buildings 6. Motor/Vehicle Insurance 7. Professional Indemnity Insurance
Governing Law	Relevant Laws and Regulations of Bangladesh
Dispute Resolution	International arbitration shall be: (i) Administered by: [Korean Commercial Arbitration Board] (ii) Conducted in accordance with the rules of: [International Arbitration Rules of the Korean Commercial Arbitration Board]
Documents to be submitted by the Contractor	(When applying for the issuance of a taking over certificate for completion of the Construction) 1. Photos (10"x15") of the front, back and sides of the completed Construction and the original photo files 2. Five (5) copies of the videos (CDs, or other device) showing the Completion Inspection process 3. Completion documents and report which describe in detail the whole construction process (including administrative processes, participation of technicians and other participants) from commencement to completion

Status of Construction Site

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

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

Construction Specification

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

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

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

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

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

[Annex 4]

Design Drawing

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

Forms of Guarantees

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

BANK GUARANTEE FOR PERFORMANCE

[Name of Bank]

Date: [Date of Issuance]

To: [KOICA]

Dear [KOICA]

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

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

We, [Insert full name of Bank], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to [15%] of the Contract Price ("Guaranteed Sum").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Address for notices

[insert address]

BANK GUARANTEE FOR ADVANCE PAYMENT

[Name of Bank]

Date: [Date of Issuance]

To: [KOICA]

Dear [KOICA]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

)
.....) Signature of witness)

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

)
.....) Address of witness)

)
.....) Occupation of witness

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

Address for notices

[insert address]

FORM OF PARENT COMPANY GUARANTEE

[Name of Parent Company]

Date: [Date of Issuance]

To: [KOICA]

Dear [KOICA]

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

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

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

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

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

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

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

If a law requires the Guarantor to deduct:

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

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

due date if no deductions had been required.

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

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

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

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

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

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

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

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

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

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

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

Address for notices

[insert address]

Company

[Insert name of Parent Company]

Documents

[Attached Documents]

Form of opinion text

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

- (a) the Company is incorporated and validly existing under the laws of *[insert country of incorporation]* and is capable of suing and being sued in its corporate name;
- (b) the company has:
 - (i) the corporate power to enter into each Document and to observe its obligations under them; and
 - (ii) taken all corporate action required on its part to authorize the execution, delivery and observance of each document;
- (c) the obligations of the Company under each document are valid, binding and enforceable in accordance with its terms;
- (d) the execution and delivery by or on behalf of the Company of each document and the observance by the company of its obligations under them has not violated and will not contravene:
 - (i) any law in force in *[insert relevant opinion country]* applicable to companies or transactions generally; or
 - (ii) any stock exchange rules and regulations of *[insert relevant opinion country]*; or

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

Details of Contract Price

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

1. Contract Price

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

2. Provisional Sum Items

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

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

3. Adjustments for Changes in Cost

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

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

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

period “n”, this period being [a month];

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

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

“L_n”, “E_n”, “M_n”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Date of the Contract.

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

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

Table of adjustment data:

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

Contract Price Payment Schedule and Method

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

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

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

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

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

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

Detailed Construction Schedule

- (A) Approved Preliminary Program
- (B) Milestone Dates
- (C) Contract Program Requirements

Key Contractor Personnel

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

Key Contractor Personnel for the Project are:

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

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

Before the absence of a site manager occurs, a replacement must be proposed and approved in advance.

[Annex 10]

KOICA Safety Management Manual

[Separately attached]