

Special Conditions of Contract

1. Purpose

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

2. Contract Period and Consulting Period

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

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

3. Commencement of Project

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

4. Payment of Project Expenses

4.1 Payment for Design

The Consultant shall demand the Project expenses based upon the implementation plan in the Breakdown of the Contract Price as follows, and the Employer shall pay such amount in the U.S. dollar currency to the Consultant in the designated bank account within 21 days from the Consultant's demand:

(a) After approval of Schematic Design (SD): 30% of the total design service fee shall be paid.

(b) After approval of Design Development (DD): 30% of the total design service fee shall be paid.

(c) After approval and submission of Construction Document (CD) and bid documents: 40% of the total design service fee shall be paid.

(d) In the case of an advance payment, the advance payment shall be deducted from each payment amount.

(e) The payment method could be adjusted through consultation with KOICA CM.

4.2 Construction Supervision

Supervision fees are scheduled to be paid after the commencement of construction and will be paid in installments according to the construction progress rate.

The Consultant shall demand the Project expenses based upon the construction progress rate, the Employer shall pay such amount to the Consultant in the designated bank account within 21 days from the Consultant's demand.

- (a) After 20% of the construction progress rate : 20% of Supervision fee shall be paid
- (b) After 40% of the construction progress rate : 20% of Supervision fee shall be paid
- (c) After 60% of the construction progress rate : 20% of Supervision fee shall be paid
- (d) After 80% of the construction progress rate : 20% of Supervision fee shall be paid
- (e) After 100% of the construction progress rate and submission of final supervision report : 20% of Supervision fee shall be paid

4.3 Advance Payment

For smooth project implementation, "Employer" shall follow "Advance Payment Standard" and "Public Procurement Rules in Bangladesh, PPR 2008". If there is an official request by a "Consultant," amount of advance payment not exceeding 20/100 of Contract Price shall be paid. If this is the case, use plan for advance payment, the Advance Payment Bank Guarantee shall be requested.

The period of the Advance Payment Guarantee shall be from the Effective Date to no less than 60 days since the expiry of Consulting Period.

5. 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 Employer trades shall apply thereto.

6. Post-Qualification Monitoring

- 6.1 In performing the Consultant Services, the Consultant shall implement the content as specified in the Pre-Qualification Criteria thoroughly as promised by it during the initial qualification examination.
- 6.2 The Employer shall monitor from time to time the performance of the Consultant as stated in Section 8.1, and, if any difference from the initial plan occurs, shall take measures to correct immediately such difference.

7. Insurance and Casualty Compensation

7.1 The Consultant shall upon the demand of the Employer, prior to the dispatch of personnel or, as the case may be, prior to the commencement of the Project, submit to the Employer a copy of insurance certificate issued on the occasion of insurance contract.

8. Use of Patent

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

9. Undertaking of Non-Bribery and Integrity Obligation

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

10. Defect Liability Bond (Maintenance Security)

The Consultant shall pay the amount of three (3) percent of the Contract Price as Maintenance Security to ensure the remedy the default and complete the Agreement in accordance with its terms and conditions.

The period of Maintenance Security, from the delivery date to no less than 60 days from the closure of maintenance liability (2years).

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

11. Resident Engineers (During the construction)

Resident Engineer: a full time registered engineer with a university degree and more than (5) years experience in design or supervision of construction projects.

The resident Engineer is required to work full time on the construction site from 8 a.m to 5 p.m on all working days, except for national holidays. Any absence for a day or part of a day for the resident Engineer will be subject to deducting (50 USD) per day of absence. During the Resident Engineer's absence on vacation, an engineer of equal or higher standing must be assigned to cover their duties.

12. Escalation (ESC)

Not Applicable