

Contract for International Consultant Services

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

The Employer

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

Address _____

Represented by its office: _____

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

Address _____

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

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

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

The both parties have concluded this Agreement identified by

Contract ID: _____

Contract No.: _____ Bidding No.: _____

Names of the Project and Host Country: _____

For the provision of the consultant services

Services: _____

Plan of Consultant Services: See <Attachment 1>

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

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

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

Deposit: (Type:)

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

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

Under the General Conditions and the Special Conditions, respectively.

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

The Employer: Korea International Cooperation Agency

Name

Title

The Consultant:

Name

Title

Annex 1: Contract Deposit

Contract Deposit (Performance Guarantee)

KNOW ALL MEN BY THESE PRESENTS, that

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

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

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

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

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

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

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

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

Signed on mm dd, 20yy

Contractor:

by [Signature]
Name:
Title:

Guarantor:

by [Signature]
Name:
Title:

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

Annex 2: Maintenance Security

Maintenance Security

KNOW ALL MEN BY THESE PRESENTS, that

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

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

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

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

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

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

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

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

Signed on mm dd, 20yy

Contractor:

by [Signature]
Name:
Title:

Guarantor:

by [Signature]
Name:
Title:

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

Annex 3: Advance Payment Guarantee

Advance Payment Guarantee

Date mm
dd, 20yy

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

RE. [Title of Contract for Advance Payment]

Gentlemen:

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

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

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

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

Yours truly,

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.