

**MEMORANDUM**  
**on**  
**FURNISHING EXPERTS**  
**between**  
**NIPPON KOEI CO., LTD.**  
**and**  
**PHILKOEI INTERNATIONAL INC.**

In accordance with the Master Agreement for Provision of Experts for Consulting and Engineering Services, made on 1<sup>st</sup> day of April, 2017 between NIPPON KOEI CO., LTD. (NK) and PHILKOEI INTERNATIONAL INC. (PKII), we, the undersigned, representing the same parties of the Master Agreement, have hereby mutually agreed that PKII will provide the Expert to NK with the following particular provisions:

**A. The Expert**

Name : Raymond G. Go<sup>u</sup>  
Date of Birth : November 10, 1971  
Nationality : Filipino

**B. Prime Contract**

**Project Name:** Design, Supervision and Management Consulting Services of Urban Development and City Governance Project (UDCGP)  
**Client:** Government of Bangladesh  
**Contract Date:** January 30, 2023

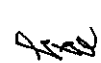
**C. Assignment**

**Position** : Team Leader

**Scope of Work** :

● **Governance (Capacity Development)**

- Review and adjust governance-related capacity development programs using the existing manuals
- Prepare details plans and programs
- Implement and facilitate the capacity
- Conduct follow-up activities/On the Job Training (OJT) in line with evaluation criteria for governance activities as well as above capacity development programs in each ULB

- Implement and facilitate horizontal learning activities among the target ULBs (e.g. annual experience-sharing workshop)
- Manage and compile all necessary progress information, calculate sector related evaluation scores and share with monitoring team to evaluate overall performance
- Conduct baseline and end-line survey of related field
- Prepare training module and manual for capacity development programs
- Prepare project completion reports as per requirement of JMED and JICA
- Preparation of all necessary documents to be submitted to JICA
- Study and formulate further project in ULBs
- Tasks assigned by PMU
- **Project Management (Infrastructure development, Environment, M&E and Project Management)**
  - Assist PMU and PIUs to collect progress of all works, including capacity development and infrastructure components, identify issues and countermeasures, and advise PMU and PIMs for improvement when necessary in respective fields
  - Assist PMU and PIUs to prepare request for disbursement and its attachments to be submitted to JICA in respective fields
  - Assist PMU to prepare Quarterly Progress to be submitted to JICA quarterly in respective fields
  - Assist in preparing project completion report
  - Assist in studying and formulating further project in ULBs
  - Task assigned by PMU
- **Performance-based Approach (Infrastructure development, Environment, M&E and Project Management)**
  - Preparation of Operation guideline in respective fields
  - Progress monitoring and evaluation of infrastructure subprojects (physical, financial and institutional) in respective fields
  - Monitoring and evaluation of performance of governance activities and pilot activities for solid waste management in respective fields
  - Evaluation of the overall performance of ULBs once a year, calculating score points based on the information from the relevant experts in respective fields
  - Preparation of fund allocation, based on the scores, and selection of subprojects for the next batch implementation, and reporting to LGED and JICA in respective fields
  - Monitoring or overall allocation, and recommending adjustment or allocation as per monitoring results or critical subprojects in respective fields
  - Study and formulate further project in ULBs

Handwritten signatures.

- Prepare project completion report as per requirement of IMED and JICA
- Task assigned by PMU

**Assignment Period** : March 15, 2023 – May 31, 2028  
Total: 1,200days/40.0 MM

<MM calculation>

• In case that the Expert works in full of a month, the number of MM in the month shall be 1MM.

• In case that the Expert doesn't work in full of a month, remuneration will be calculated on the basis of the worked days as follows:

(a) Remuneration per month x (number of worked days/30)

(b) The holidays during the worked period in the month shall be considered as "worked days" and included in the calculation of (a).

• Numbers should be rounded to two decimal places. Where the digit at the third decimal place is 5 or bigger, the number should be rounded up, and where it is smaller than 5, the number should be rounded down.

#### D. Cost Estimate

##### 1. REMUNERATION:

USD 16,500/month x 40.0 M/M = USD 660,000-

\* Shall be paid in accordance with the actual working days.

Note: Remuneration will be subject to change upon currency exchange rate between JPY and USD becomes 1:125; in which case, an amendment to this MoA shall be signed with the remuneration to change to USD 17,000/MM.

##### 2. OUT OF POCKET EXPENSES:

a) Airfare

Route: Manila- Dhaka



Seat Class: Discount business class (basically)

\*In case the price of airfare exceeds the amount payable (BDT 338,000/trip) by NK, Seat Class shall be changed to Economy Class.

\*Air tickets shall be prepared and provided by NK.

\* Original evidences such as Boarding Pass, Passenger Coupon shall be submitted to NK to back up the reimbursement from the Client.

b) Daily allowance in Bangladesh

USD 60/Day

\* Shall be paid in accordance with actual working days.

c) Accommodation in Bangladesh

\* Shall be arranged and provided by NK (basically same place with other international experts such as hotel or guest house with individual room)

d) Transportation in Bangladesh

\* Shall be arranged and provided by NK incl. car, domestic flight  
(Car can be on a shared basis)

e) PIT and other local tax in Bangladesh

\* Shall be taken care of by NK

f) Insurance

Insurance for the Expert shall be arranged by PKII and the expense of the insurance shall be borne by PKII.

**E. Payment Terms**

- 1) PKII shall submit an itemized invoice for services performed by the Expert on a monthly basis. The itemized invoice shall comprise the remuneration, and the direct cost stipulated in Cost Estimate.
- 2) The above invoices shall be submitted to NK with the following particulars:

Address : General Manager  
Agriculture & Rural Development Dept.(Intl.).



Project Code : JA21H1001

- 3) The payment shall be made in USD by way of telegraphic transfer to the account mentioned below within one (1) month from the date of the receipt of PKII's invoice. PKII shall confirm in advance the reliability of transferring to this account.


Bank Name : Mizuho Corporate Bank, Ltd.  
Branch Name : Manila Branch  
Account Name : Philkoei International Inc.  
Account Number : F15-789-107207  
Bank Address : 25<sup>th</sup> Floor, The Zuellig Building, Makati Avenue  
corner Paseo de Roxas, Makati City, Metro Manila,  
Philippines, 1225

- 4) Remittance charge shall be deducted from the amount of each payment.

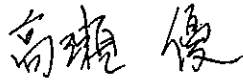
All terms and conditions of the Master Agreement shall remain in full force except as agreed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum in duplicate to be signed as of 15<sup>th</sup> of March, 2023.

HILKOEI INTERNATIONAL INC.

  
Peter S. SAMOZA  
President

NIPPON KOEI CO., LTD.

  
Masaru Takase  
General Manager  
Accounting & Management Department  
Consulting Operations Headquarters