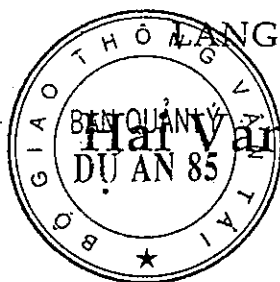


ADDENDUM NUMBER 4
TO
CONTRACT FOR CONSULTING SERVICES
FOR



LANG CO BYPASS CONSTRUCTION SUB-PROJECT
UNDER

Hai Van Pass Tunnel Construction Project

between

PROJECT MANAGEMENT UNIT NO. 85
MINISTRY OF TRANSPORT AND COMMUNICATION
THE SOCIALIST REPUBLIC OF VIETNAM

and

JOINT VENTURE OF NIPPON KOEI CO., LTD. And LOUIS
BERGER INTERNATIONAL, INC. in association with
TRANSPORT ENGINEERING DESIGN INCORPORATION

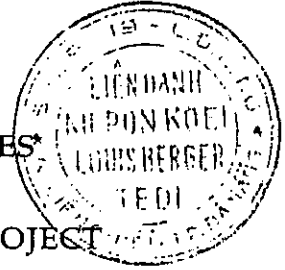
No. : 04/ADD/HVT/2006

Date: 22 September, 2006

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ADDENDUM NUMBER 4
TO
CONTRACT FOR CONSULTING SERVICES*
FOR
LANG CO BYPASS CONSTRUCTION SUB-PROJECT
UNDER
Hai Van Pass Tunnel Construction Project



This Addendum No. 4 (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called "ADDENDUM NO. 4") is made and entered into on the 22 September, 2006 for the consulting services of Lang Co Bypass Construction Sub-Project (herein called the "Sub-Project") under the Contract No. 01/HVT/97 dated December 12, 1997 (hereinafter called "the Original Contract") between Project Management Unit No. 85, Ministry of Transport, the Socialist Republic of Vietnam (hereinafter called "the Client") and Joint Venture of Nippon Koei Co., Ltd. and Louis Berger International Inc. in association with Transport Engineering Design Incorporation (hereinafter called "the Consultant") for Consulting Services for the Hai Van Pass Tunnel Construction Project (herein called "Primary Project");

WITNESSETH:

WHEREAS, considering that construction of a bypass road with the aims of improving the transport conditions and reducing the traffic accidents as well as enhancing the effective operation of Hai Van Tunnel are quite essential, the Client has requested the Consultant to carry out the consulting services for Lang Co Bypass Construction Sub-Project (Sub-Project) by using the remaining fund of Hai Van Tunnel Construction Project based on Approval of Prime Minister by Decision No.458/TTg-CN dated 20 March 2006;

Whereas, the Consultant will carry out the consulting services for Sub-Project by issuing Addendum No. 4 to the Consulting Service Contract for Hai Van Tunnel Construction Project (Primary Contract) as defined in the TOR and Cost Estimate hereafter;

Whereas, the Consultant will be responsible for the project by assigning his personnel in the most reasonable and economical manner, from the commencement to the end of the project, that all scope of works defined in the TOR are well covered;

AND WHEREAS, the Consultant has agreed to provide the Consulting Services required for the construction of the Sub-Project on the terms and conditions set forth in this ADDENDUM NO. 4;

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

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1. **General Condition of the Contract**

CLAUSE 6 PAYMENT TO THE CONSULTANT

6.1 Contract Amount

- (a) of the ADENDUM NO.3 shall be deleted and replaced in its entirety with the following;
- (b) The Contract Amount under this Contract comprises foreign cost component of Japanese Yen Seven Hundred Ninety Eight Million Two Hundred Ninety Seven Thousand One Hundred Twenty Five Only (JPY 798,297,125) and US Dollar Five Million One Hundred Seventy Three Thousand Only (US\$5,173,000), and local cost component comprises US Dollar Three Million Two Hundred Sixty Two Thousand Only (US\$3,262,000) and Vietnamese Dong Ten Billion Nine Hundred Twenty Seven Million Seven Hundred Eighty Thousand Only (VND 10,927,780,000)

6.2 Terms of Payment

Following entirety shall be supplemented after Clause 6.2.3;

6.2.4 Consulting Service for Lang Co Bypass Construction Sub-Project

- (a) Preparation Work Stage up to the amount of Japanese Yen Ten Million Nine Hundred Sixty Five Thousand Two Hundred Fifty Only (JPY 10,965,250) for foreign cost component and Vietnamese Dong Two Billion One Hundred Forty Seven Million Eight Hundred Eighty Eight Thousand Only (VND 2,147,888,000) for local cost component, breakdown of which are set forth in Appendix 4D hereto.
- (b) Construction Supervision Stage up to the amount of Japanese Yen Eighteen Million Two Hundred Forty Six Thousand Two Hundred Fifty Only (JPY 18,246,250) for foreign cost component and Vietnamese Dong Two Billion Three Hundred Eighty Two Million Seven Hundred Twenty Thousand Only (VND 2,382,720,000) for local cost component, breakdown of which are set forth in Appendix 4D hereto.

6.5 Method of Payment

Following entirety shall be supplemented after Clause 6.5.5;

6.5.6 Method of Payment for Consulting Service for Lang Co Bypass Construction Sub-Project

Payment for the services will be made as follows:

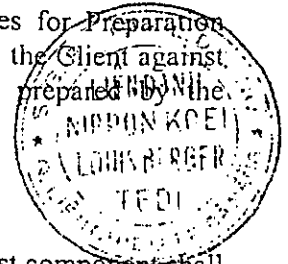
- (a) Preparation Work Stage:

An amount of Japanese Yen Ten Million Nine Hundred Sixty Five Thousand Two Hundred Fifty Only (JPY 10,965,250) for foreign cost component and Vietnamese Dong Two Billion One Hundred Forty Seven Million Eight Hundred Eighty Eight Thousand Only (VND 2,147,888,000) for local cost

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component shall be paid upon completion of the services for Preparation Works Stage and issuance of Statement of Performance by the Client against the Statement of Account and the Claim for Payment prepared by the Consultant.



(b) Construction Supervision Stage:

a) Monthly progress payment both for foreign and local cost component shall be made within two (2) week after an invoice and the Statement of Account are submitted by the Consultant for the Services performed in the month in accordance with the terms of payment and issuance of Statement of Performance by the Client.

b) Final Monthly Progress Payment

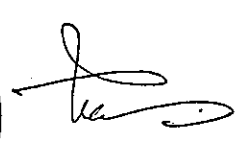
Final Monthly Progress Payment both for foreign and local cost component shall be made against the completion certificate of the Services issued by the Client and an invoice together with the statement of account prepared by the Consultant for the costs incurred in the last month calculated in accordance with the terms of payment stipulated in Appendix 4D and certified by the Client.

All contents of the Original Contract stipulated in the Primary Project not specifically modified by this ADDENDUM NO.4 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM NO.4 in duplicate in English, in their respective names as of the day and year first above written.

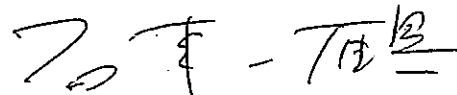
FOR AND ON BEHALF OF
THE CLIENT:





Nguyen Ngoc Tran
General Director
Project Management Unit No. 85

FOR AND ON BEHALF OF
THE CONSULTANT:



Ichizuru Ishimoto
Project Manager
Hai Van Pass Tunnel Construction Project

List of Appendices

Appendix 4A: Terms of Reference for Lang Co Sub-Project

Appendix 4B: Implementation Schedule for Lang Co Sub-Project

Appendix 4C: Manning Schedule for Lang Co Sub-Project

Appendix 4D: Summary and Breakdown of Contract Amount for Lang Co Sub-Project

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MINUTES OF NEGOTIATION
ON ADDENDUM NO. 4 TO CONSULTING SERVICES
FOR LANG CO BYPASS CONSTRUCTION SUB-PROJECT UNDER
HAI VAN PASS TUNNEL CONSTRUCTION PROJECT



Date : September 22, 2006

Place: PMU85 Office, Vinh city, Vietnam.

The Meeting on Contract Negotiation on Addendum No. 4 was held between Project Management Unit No. 85 (hereafter referred to as the PMU85 or the Client) of one part and Joint Venture of Nippon Koei Co. Ltd and Louis Berger International Inc. in association with Transport Engineering Design Incorporation (TEDI) (hereinafter jointly called "the Consultant") on the other part, for the provision of consulting services for Lang Co Bypass Construction Sub-Project (hereafter referred to as the Sub-Project) utilizing the balanced fund of the Hai Van Pass Tunnel Construction Project for September 22, 2006 at PMU85 Office, Vinh City.

The meeting was attended by the following participants:

PMU85 (The Client)

Mr. Nguyen Ngoc Tran, General Director, Chief Negotiator
Mr. Nguyen Ngoc Canh, Deputy General Director - Project Manager
Ms. Luong Thi Thanh Binh, Chief Accountant
Mr. Nguyen Anh Tuan, Chief of Project Planning Department No.2
Mr. Nguyen Dang Khoa, Vice-Chief of Accounting Department
Ms. Huynh Thi Ngoc Hoa, Project Accountant

The Consultant

Mr. Ichizuru Ishimoto, Consultant's Project Manager
Ms. Pham Thi Thuy, Accountant

Pursuant to the Consultant's letters No. PMU-023-06 dated March 31, 2006 submitting Proposal for technical and Financial of Consulting Service for Lang Co Bypass Construction Sub-project, PMU85 and the Consultant have negotiated and after a series of discussion, both parties agreed the followings:

I. PROJECT IMPLEMENTATION SCHEDULE

The Consulting Service schedule for Lang Co Bypass Construction Sub-project is 17 months excluding the detailed design work taken by Local Consultant (from March 2006 to July 2007)

(Please refer to Appendix 4B: Implementation Schedule for Lang Co Bypass Construction Sub-Project)

II. ADDITIONAL AMOUNT OF CONSULTING SERVICES

1. Additional Man/Months

In order to cover the whole works mentioned in Appendix 4A: Term of Reference for the Consulting Services including preparation and construction supervision works, after comparing the implementation schedule and required quantity of engineers, inspectors and supporting staff, it is agreed that the additional man/months shall be as follows:

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Items	Man/months (M/M)								
	Preparation stage			Construction Supervision			Total		
	Expatriate Engineers	Local Personnel		Expatriate Engineers	Local Personnel		Expatriate Engineers	Local Personnel	
		Engineers	S. Staff		Engineers	S. Staff		Engineers	S. Staff
- Proposed (*)	3,0	6,0	8,0	9,0	66,0	42,0	8,0	74,0	48,0
- Agreed (**)	3,0	4,0	6,0	5,0	39,0	34,5	8,0	43,0	40,5

Note: (*) : Proposed by the Consultant
(**) : Agreed after Negotiation

The Consultant is requested to arrange all M/Ms in a suitable and reasonable manner that all stipulated scope of works in Stages of Project Preparation, Construction Supervision, and Defect Liability shall be fully and well covered with highest quality but within the total M/Ms allocated in the Addendum No. 4. At least 3 months before the Closing Date of the Loan Agreement, the Consultant shall review the Project Construction Progress and rearrange the remaining M/Ms of the Consultant accordingly, so as to cover the supervision works. In case of supplementing M/Ms, it is necessary to be carefully discussed and negotiated between the Consultant and PMU85 before submitting to higher authorities for review and approval.

(Please refer to Appendix 4C: Manning Schedule for Lang Co Bypass Sub-Project)

2. Remuneration Rate and Escalation:

It is agreed that remuneration rates for both Expatriates and Local Staff in the Addendum No. 4 shall be applied same as that in the Primary Consulting Service Contract. However, remuneration for Local Staff shall be converted and expressed in VN Dong at the exchange rate of US\$1=VND16,000.

It is agreed that price escalation shall not be applied.

3. Direct Cost

3.1 Transportation Cost in Vietnam for Expatriate and Vietnamese

It is agreed that Miscellaneous Travel Expenses for transportation within Vietnam shall be excluded out of the cost estimate.

3.2 Per-diem Allowance and Accommodation Cost:

It is agreed that per-diem allowance and accommodation cost shall be applied same as that in the Primary Consulting Service Contract. However, Perdiem Allowance and Accommodation Cost for Local Staff shall be converted and expressed in VN Dong at the exchange rate of US\$1=VND16,000.

3.3 Office Rental Cost:

It is agreed that Office Rental Cost shall be applied for construction supervision stage only and unit rate applied for this pay-item is reduced to VND 9,600,000/month instead of VND32,000,000/month as proposed by the Consultant.

For the convenience of management for the construction works, it is agreed that the Consultant office shall be located near the project site.

3.4 Office Equipment:

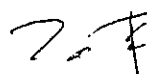
It is agreed that new office equipment shall be procured and applied to the Addendum No. 4 instead of using the out of date models procured under the Primary Consulting Service Contract.

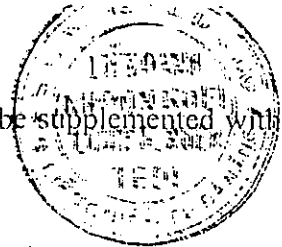
3.5 Vehicle Operation Cost

It is agreed that service vehicles for the consulting services shall be procured by the rental basis and applied to the Addendum No. 4.

It is agreed that the vehicle operation costs of the Addendum No. 4 shall be included in the above rental cost.







In addition, costs for boat rental and motorbikes operation shall be supplemented with a more suitable unit rate:

3.6 Reporting

It is agreed that only review report shall be prepared during the preparation works. Other types of reports in construction supervision stages, as stipulated in Term of Reference, shall be prepared and submitted as required.

4. Total of Addendum Amount.

The Amount of Addendum No. 4 to the Consulting Services Contract after Negotiation and agreement indicated in "Appendix 4D: Summary and Breakdown of Contract Amount", can be summarized as follows:

Items	Foreign Cost Portion (JPY)	Local Cost Portion (VND)	Total Amount (VND)
- Proposed (*)	52,003,600	7,583,417,600	14,967,928,800
- Agreed (**)	31,036,125	4,768,880,000	9,176,009,750

Note:

(*): Proposed by the Consultant

(**): Agreed after Negotiation

5. Exchange Rates

Exchange rates applied for Addendum No. 4 are:

- 1USD = 115.0 JPY
- 1JPY = 142.0 VND
- 1 USD = 16,000.0 VND

III. OTHERS

1. Cost for Detailed Design Works

Cost for Detailed Design Works, undertaken by the Local Consultant is temporarily estimated and the cost shall be paid upon official approval by MOT.

2. Scope of Works of Consulting Services

Scope of Works of Consulting Service under Addendum No. 4 is indicated in Appendix 4A: Term of Reference for Consulting Services for Lang Co Bypass Construction Sub-project.

3. Payment to the Consultant

Payment to the Consultant is stipulated in the Addendum No. 4 signed between the Consultant and PMU85.

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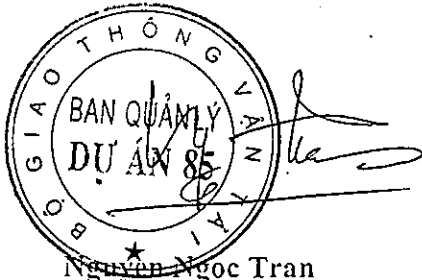
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IN WITNESS WHEREOF the parties hereto have signed the Minutes of Negotiation in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF PMU85

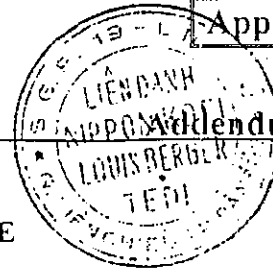
FOR AND ON BEHALF OF THE
CONSULTANT



Nguyen Ngoc Tran
General Director

Ichizuru Ishimoto
Project Manager

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TERMS OF REFERENCE
FOR
CONSULTING SERVICES
(CONSTRUCTION SUPERVISION)
FOR
LANG CO BYPASS CONSTRUCTION SUB-PROJECT

UNDER
HAI VAN PASS TUNNEL CONSTRUCTION PROJECT

1. General

This Terms of Reference (TOR) is prepared to provide the scope of work for the consultant who will provide consulting services for detailed design and construction supervision of the Lang Co Bypass (hereinafter called the Sub-Project), required by the Government of Vietnam (hereinafter called GOVN), under the Hai Van Pass Tunnel Construction Project (hereinafter called the Primary-Project). In carrying out the services, the Consultant shall cooperate fully with the Project Executing Agency of the Ministry of Transport (MOT)-Project Management Unit No.85 (PMU85), other relevant agencies and Contractor for the success of the Sub-Project.

2. Sub-Project Profile

2.1. General

The Sub-Project consists of the following two (2) components:

Category		Work Item
1	Civil Works	Construction of Lang Co Bypass
2	Consulting Services	Preparation Works and Construction Supervision of Lang Co Bypass

The location and implementation schedule of the Sub-Project are shown in Attachment 1 and Attachment 2, respectively.

2.2. Category 1: Civil Works

Construction of Lang Co Bypass shall be carried out by issuing Addendum No.3 to Contract Package 2A: Road and Bridge Works, Lang Co Bridge Section under the Primary-Project.

- Service Road along the west side of Lap An Lagoon, total length is approximately 11 km.



- River Crossing Structures at three (3) Rivers (Hoi Dua, Hoi Can, Hoi Mit)
- Intersections with National Highway No.1A at KM886+600
- Intersections with National Highway No.1A at KM893+820
- Intersections and approach roads to two (2) residential areas namely Hoi Dua and Hoi Mit.

2.3. Category 2: Consulting Services

Consulting services of the Sub-Project shall be carried out by issuing Addendum No.4 to the Consulting Services of the Primary-Project:

3. Objectives of the Consulting Services

The objective of the consulting services is to prepare addendum to the Contract Package 2A: Road and Bridge Works, Lang Co Bridge Section under the Primary-Project, for the construction works of the Lang Co Bypass, and to provide the construction supervision service for the construction works. For achieving this objective, the Consultant shall comply with JBIC's Guidelines and Vietnamese Regulations under law force on environment, labor force use, etc. The top priority orders of requirements that the Consultant shall perform to satisfy the Sub-Project targets are as follows:

- Assist PMU85 in preparing/managing/administrating the addendum to the current contract signed between PMU85 and the contractor of the Contract Package 2A with thorough understanding of the FIDIC conditions, General Conditions and Particular Applications, Vietnamese current regulations, and other necessary skills to promptly give the supports to PMU85 in solving any technical/economic/financial/administrative issues arisen during the implementation of the Sub-Project,
- Provide effective liaisons between/among PMU85/MOT with Contractor, concerned-government agencies and local authorities,
- Promote technology transfer by employing suitably qualified Vietnamese professionals, engineers and staff as for being incorporated into the review work of the feasibility study and the detailed design, and the construction supervision service.

4. Scope of Services

4.1. General

In executing the services, the Consultant shall follow the current relevant guidelines and regulation/procedures of the GOVN and JBIC based on the FIDIC Conditions of Contracts.

The scope of the consulting services consists of the following works:

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- i. Preparation Works,
- ii. Construction Supervision of Lang Co Bypass

The Consultant shall keep PMU85/MOT and JBIC fully informed on all-important matters by means of Monthly Progress Reports and meetings as may be considered necessary for the satisfactory implementation of the Sub-Project.

The tasks, which the Consultant shall undertake on behalf of and in coordination with PMU85/MOT, are described in the following sections:

4.2. Preparation Works

Local consultant, named Hue Transport Engineering Consultant (HTEC), has executed the feasibility study (F/S) and the detailed design (D/D) for the Lang Co Bypass. The Consultant shall carry out review of the F/S and the D/D reports and finalize the design. Subsequently the Consultant prepare addendum to the Contract Package-2A: Road and Bridge Works, Lang Co Bridge Section under the Primary-Project, which includes, but not limited to, the following items:

- i. Carry out review of the F/S report,
- ii. Carry out review of the D/D report, drawings, design calculation, quantity calculation, method statement and construction schedule,
- iii. Prepare a review reports as a result of the above review works,
- iv. Finalize the detailed design of Lang Co Bypass,
- v. Obtain approval of MOT for the F/S and the D/D,
- vi. Assist the Employer in preparing the bidding documents, evaluation of the submitted bids and getting approval of MOT,
- vii. Prepare Addendum No.3 to Contract Package 2A: Road and Bridge Works, Lang Co Bridge Section under the Primary-Project,
- viii. Assist the Employer in obtaining approval of MOT, JBIC and MOF for the Addendum No.3,
- ix. Issue the Addendum No.3 to the Contractor,
- x. Assist the Employer in preparing/drafting project related reports, minutes of meeting, correspondences, working programs, etc.

4.3. Construction Supervision of Lang Co Bypass

The Consultant shall undertake construction supervision of Lang Co Bypass which includes, but not limited to, the following items:

- i. Prepare Inception Report
- ii. Check and recommend approval and/or modification, if necessary, of the proposals, documents including Construction Method Statement, Quality Control Plan, Work Schedule, Environmental Management Plan, and Shop Drawings prepared by the Contractor.
- iii. Provide to the Contractor with survey data necessary for setting out stakes for

TOR-Consulting Service for C/S for Lang Co Bypass

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carrying out construction.

- iv. Prepare additional designs, and supplying of all necessary working drawings for the Contractor with approval by PMU85/MOT for satisfactory execution of works including those required as a result of any modification and/or alterations from the Addendum No.3,
- v. Check the location, alignment and workmanship of all works as laid out by the Contractor and recommend to PMU85/MOT for acceptance or rejection of the works as constructed, if necessary,
- vi. Recommend acceptance or rejection of materials to be used or incorporated in the works, and verification, if necessary,
- vii. Continuously inspect the works and issue timely instructions to the Contractor on all matters related to the interpretation of the Addendum No.3, quality control and other matters as well, in compliance with applicable regulations of the GOVN,
- viii. Check the Contractor's Monthly Statements and certifies these statements for the approval of PMU85,
- ix. Assist PMU85/MOT in preparation of alternatives and specifications and other documents, negotiation and execution of any Variation Orders, these may be deemed necessary,
- x. Conduct periodic coordination meetings as required,
- xi. Maintain permanent records of all measurements made for the works, quantities to be paid and results of all tests made on materials used in the works.
- xii. Evaluate and make recommendations for PMU85/MOT's approval of all claims, disputes and requests for time or changes that Contractor may request, and assist PMU85/MOT in negotiation with Contractor on prompt solutions for all such problems,
- xiii. Issue Taking-Over Certificate, Final Payment Certificates and Defect Liability Certificates in accordance with the FIDIC Conditions of Contract,
- xiv. Instruct and supervise the Contractor in carrying out the Safety Control Measures and prepare reports if required,
- xv. Initiatively report and recommend solutions in case the work is delayed comparing to the planned schedule;
 - Regularly request the Contractor to adjust the construction schedule in compliance with the actual situation at the site with high consideration to the recovery of the delay.
 - Regularly adjust the consultant's construction supervision schedule in accordance with actual requirements at the site so as to suitably utilize the consultant's personnel and to economize on the consulting service cost.
- xvi. Instruct and supervise the Contractor in effectuating JBIC's guidelines and GOVN's instructions, regulations, stipulations and laws.
- xvii. Submit Monthly Progress Reports and quarterly disbursement forecast in conformity with MOT/JBIC procedures,
- xviii. Assist the Employer in preparing/drafting project related reports, minutes of



meeting, correspondences, working programs, etc.

- xix. Submit to PMU85/MOT a Project Completion Report describing progress of work, construction record, variation, final cost and other matters as may be required by PMU85/MOT not later than one (1) month after the issuance of Taking-Over Certificate of the whole works.

5. Schedule of the Services

The services for the construction supervision will be accomplished within 27 months, including one (1) year for Defect Liability Period as shown in Attachment 2. Major works of the Consultant Services shall be implemented as follows:

Preparation Works: 6.5 months from March 1, 2006 to September 15, 2006

- Review of F/S, D/D& Cost Estimate: 5.7 months from March 1, 2006 to August 20, 2006
- Preparation of Addendum No3. to Contract Package 2A: Road and Bridge Works, Lang Co Bridge Section: 0.8 months from August 20, 2006 to September 15, 2006

Construction Supervision of Lang Co Bypass:

10 months from October 1, 2006 to July 23, 2007

- Preparation of Inception Report and Monthly Progress Report: 9 months from October 1, 2006 to June 23, 2007
- Preparation of Completion Report and As-built Documents: 1 month from June 24, 2007 to July 23, 2007

Defect Liability Period: 12 months from June 24, 2007 to June 23, 2008

6. Reports and Documents

6.1. Reports and Documents submitted to PMU85/MOT

The Consultant shall write and submit the following reports and documents in English PMU85/MOT:

- (1) Review Report of the F/S and the D/D, Preparation Work 5 copies at early April 2006
- (2) Inception Report, Construction Supervision 5 copies within 2 weeks after construction commencement date
- (3) Monthly Progress Report, Construction Supervision 10 copies within 2 weeks of the following month
- (4) Completion Report 10 copies within 1 month after the work completion

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6.2. Reports and Documents submitted to JBIC

The Consultant shall assist PMU85/MOT in preparing reports to be submitted to JBIC by PMU85/MOT, such as the Progress Report and Project Completion Report, which are defined in the Loan Agreement of the Project.

7. Required Expertise

For the project performance to be in compliance with technical, aesthetic and economic aspects, the Consultant's human source has an utmost importance. The Consultant has to ensure that his key personnel have high qualifications, sufficient experience, good English, good health and reasonable age.

The mobilization/demobilization/replacement of Consultant personnel must be informed to and approved by PMU85 in advance. In case of replacement of Project Manager, it must be reviewed and approved by JBIC and MOT in advance.

The Consultant's staffing schedule shall be arranged in order to provide effective and efficient coverage for the works of the detailed design and the construction supervision.

7.1. Expatriate Engineers

The required expatriate experts for the preparation work and the construction supervision is estimated to be around 8 man/month with the following positions:

Position	Preparation Work	Construction Supervision	Total M/M
Project Manager	2	5	7
Highway/Bridge Engineer	1	0	1
Total	3	5	8

7.2. Local Engineers

The required local experts for the preparation works and the construction supervision is estimated around 43 man-months with the following positions:

Position	Preparation Work	Construction Supervision	Total M/M
Highway /Bridge Engineer (1)	2	10	12
Highway /Bridge Engineer (2)	2	0	2
Inspector (1)		9.5	9.5
Inspector (2)		9.5	9.5
Quantities Surveyor		10	10
Total	4	39	43



7.3. Supporting Staff

The required local supporting staff for the preparation works and the construction supervision is estimated around man-month with the following positions:

Position	Preparation Work	Construction Supervision	Total M/M
Secretary (1)/Accountant	6	10,5	16.5
Bilingual Secretary (2)		14	14
Utility Man / Janitor		10	10
Total	6	34,5	40.5

8. Obligation between PMU85/MOT and the Consultant

(1) In the case of a difference of opinion between PMU85/MOT and the Consultant or any important matters involving professional judgment that might affect the proper evaluation or execution of the Sub-Project, PMU85/MOT shall allow the Consultant to submit promptly to PMU85/MOT a written report and, simultaneously, to submit a copy to JBIC. PMU85/MOT shall forward the report to JBIC with its comments in time to allow JBIC to study it and communicate with PMU85/MOT before any irreversible steps are taken in the matter. In cases of urgency, the Consultant shall have the right to request to PMU85/MOT and/or JBIC that the matter be discussed immediately between PMU85/MOT and JBIC.

(2) PMU85/MOT is responsible for supervising the Consultant's performance and ensuring that the Consultant carries out the assignment in accordance with the contract. Without assuming the responsibilities of PMU85/MOT or the Consultant, JBIC may monitor the work as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, JBIC may take part in discussions between PMU85/MOT and the Consultant. However, JBIC shall not be liable in any way for the implementation of the Sub-Project by reason of such monitoring or participation in implementation of the Project nor shall the Consultant be released from any responsibility for the Sub-Project by reason of JBIC's monitoring or participation in discussion.

9. Undertakings of PMU85/MOT

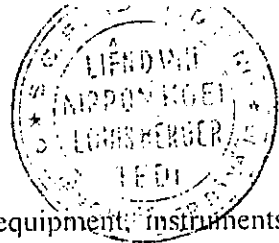
- (1) To assist with procedures for issuance of entry permits necessary for the Consultant's members to conduct the services,
- (2) To assign counterpart staff to obtain accommodation and facilities to assist the Consultants in conducting the services,
- (3) To ensure the safety of Consultants' staff at place of works,
- (4) To assist the Consultants' staff as the need arises for any medical services which may

TOR-Consulting Service for C/S for Lang Co Bypass

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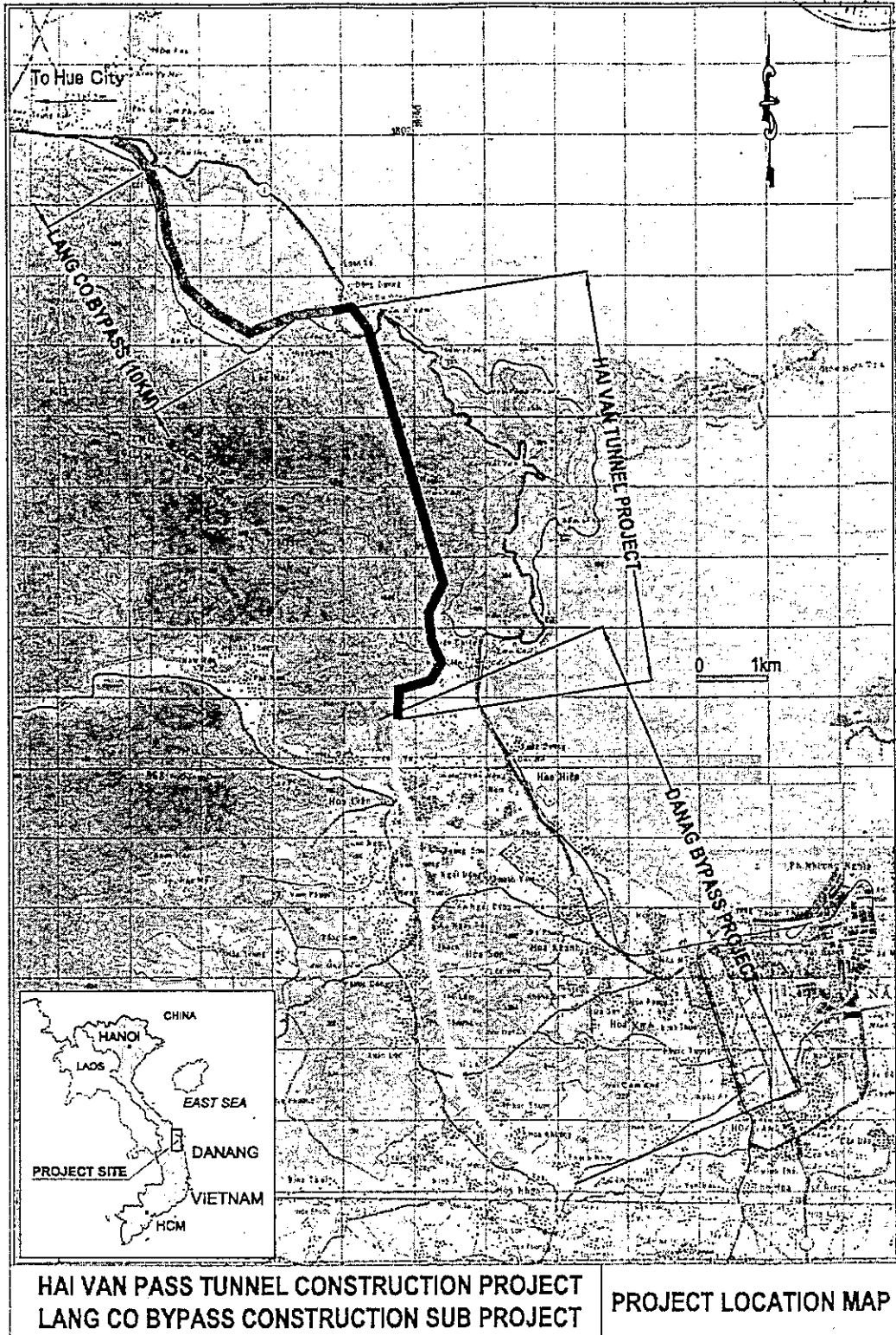
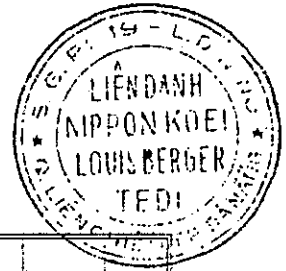
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be required,

- (5) To arrange for duties and custom clearance exemption for equipment, instruments, tools and other articles to be brought into Vietnam in connection with the implementation of the services,
- (6) To assist in obtaining privileges and benefits including customs clearance for personal effects which may be brought into the Vietnam by the staff of the Consultant for the execution of the services,
- (7) To assist in securing adequate office space to the Consultant.
- (8) To assist the Consultant to obtain necessary data from the concerned organizations.

Attachment I: Project Location Map



TOR-Consulting Service for C/S for Lang Co Bypass



Lang Co Bypass Construction Sub-Project

Implementation Schedule

Time	2005			2006					2007																
	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	
Consultant Services																									
Detailed Design (by HTEC)																									
Preparation Works																									
Review of F/S, D/D & Cost Estimate																									
Preparation of Addendum to PK2A																									
Approval of MOT																									
Construction Supervision of Lang Co Bypass																									
Construction Supervision of Lang Co Bypass																									
Official Notice																									
Consultant Report																									
	Notice to Proceed (20Mar06)												Taking-Over												
	▲												▲												
	IC/R/MP/R												C/R												

Defect Liability Period shall be one(1) year from the issuance of the Taking-Over Certificate for the completion of the whole Works.
 IC/R: Inception Report
 MP/R: Monthly Progress Reports
 C/R: Completion Report

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Lang Co Bypass Construction Sub-Project

Implementation Schedule

Time	2005			2006												2007									
	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	
Consultant Services																									
Detailed Design (by IITEC)																									
Review of F/S, D/D & Cost Estimate																									
Preparation of Addendum to PK2A																									
Approval of MOT																									
Construction Supervision of Lang Co Bypass																									

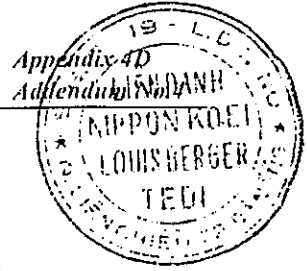
Assignment Schedule

	M/M
Expatriate Engineers	
Project Manager	7.0
Highway Engineer	1.0
Total	8.0
Local Engineers	
Highway Engineer (1)	12.0
Highway Engineer (2)	2.0
Inspector (1)	9.5
Inspector (2)	9.5
Quantity Surveyor	10.0
Total	43.0
Supporting Staff	
Administrator/Accountant	16.5
Bilingual Secretary	14.0
Utility Man/Janitor	10.0
Total	40.5



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APPENDIX 4D

SUMMARY AND BREAKDOWN OF CONTRACT AMOUNT

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**Summary of Revised Contract Amount
Addendum No. 4 to the Contract
Lang Co Bypass Construction Sub-Project
Hai Van Pass Tunnel Construction Project**

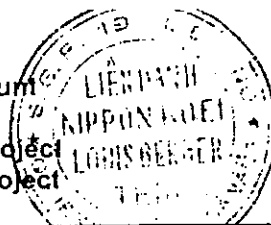


Consulting Service		Original Cost	Addendum No. 2 Additional Amount	Addendum No. 3 Additional Amount	Addendum No. 4 Additional Amount	Revised Total Contract Amount
I. Special Survey						
A. Special Survey Stage						
Foreign Cost Component						
Japanese Yen	Remuneration	10,222,500.00	0	0	0	10,222,500
	Direct Cost	2,292,380.00	0	0	0	2,292,380
	Physical Contingency	625,120	0	0	0	625,120
	Total of I	JPY 13,140,000	0	0	0	13,140,000
US Dollar	Remuneration	39,780	0	0	0	39,780
	Direct Cost	232,206	0	0	0	232,206
	Physical Contingency	13,014	0	0	0	13,014
	Total of I	USD 285,000	0	0	0	USD 285,000
Local Cost Component						
	Remuneration	8,550	0	0	0	8,550
	Direct Cost	228,410	0	0	0	228,410
	Physical Contingency	11,040	0	0	0	11,040
	Total of I	USD 248,000	0	0	0	USD 248,000
II. Consulting Services						
B. Detailed Design Stage						
Foreign Cost Component						
Japanese Yen	Remuneration	42,411,500	51,298,300	0	0	93,709,800
	Direct Cost	16,639,952	9,253,920	0	0	25,893,872
	Total	JPY 59,051,452	JPY 60,552,220	0	0	JPY 119,603,672
US Dollar	Remuneration	459,532	876,527	0	0	1,336,059
	Direct Cost	128,232	179,654	0	0	307,886
	Total	USD 587,764	USD 1,056,181	0	0	USD 1,643,945
Local Cost Component						
	Remuneration	73,150	50,749	0	0	123,899
	Direct Cost	552,334	231,923	0	0	784,257
	Total	USD 625,484	USD 282,672	0	0	USD 908,156
C. Tendering and Construction Supervision Stage						
Foreign Cost Component						
Japanese Yen	Remuneration	282,073,000	211,301,000	7,500,000	0	500,874,000
	Direct Cost	50,458,480	9,720,116	3,960,000	0	64,138,596
	Price Escalation	13,816,000	19,221,548	0	0	33,037,548
	Total	JPY 346,347,480	JPY 240,242,664	JPY 11,460,000	0	JPY 598,050,144
US Dollar	Remuneration	1,770,250	806,528	0	0	2,576,778
	Direct Cost	239,559	23,767	0	0	263,326
	Price Escalation	224,715	-45,125	0	0	179,590
	Total	USD 2,234,524	USD 785,170	USD 0	0	USD 3,019,694
Local Cost Component						
US Dollar	Remuneration	342,000	133,950	0	0	475,950
	Direct Cost	1,101,716	319,446	0	0	1,421,162
	Price Escalation	36,854	30,527	0	0	67,381
	Total	USD 1,480,570	USD 483,923	USD 0	0	USD 1,964,493
Local Cost Component						
Vietnamese Dong	Remuneration	0	0	111,000,000	0	111,000,000
	Direct Cost	0	0	5,488,000,000	0	5,488,000,000
	Price Escalation	0	0	0	0	0
	Total	VND 0	VND 0	VND 5,599,000,000	0	VND 5,599,000,000
Total of B+C						
Foreign Cost Component						
Japanese Yen		JPY 405,398,932	JPY 300,794,884	JPY 11,460,000	0	JPY 717,653,816
US Dollar		USD 2,822,288	USD 1,841,351	USD 0	0	USD 4,663,639
Local Cost Component						
US Dollar		USD 2,106,054	USD 766,595	USD 0	0	USD 2,872,649
Vietnamese Dong		VND 0	VND 0	VND 5,599,000,000	0	VND 5,599,000,000
Physical Contingency						
Foreign Cost Component						

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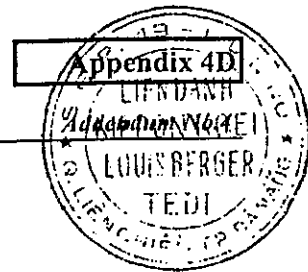
**Summary of Revised Contract Amount
Addendum No. 4 to the Contract
Lang Co Bypass Construction Sub-Project
Hai Van Pass Tunnel Construction Project**



Consulting Service		Original Cost	Addendum No. 2 Additional Amount	Addendum No. 3 Additional Amount	Addendum No. 4 Additional Amount	Revised Total Contract Amount
Japanese Yen		JPY 20,270,068	JPY 15,051,116	JPY 1,146,000	0	JPY 36,467,184
US Dollar		USD 141,712.00	USD 82,649.00	USD 0.00	0	USD 224,361.00
Local Cost Component						
US Dollar		USD 105,946.00	USD 35,405.00	USD 0.00	0	USD 141,351.00
Vietnamese Dong		VND 0	VND 0	VND 559,900,000	0	VND 559,900,000
Total of II						
Foreign Cost Component						
Japanese Yen		JPY 425,669,000	JPY 315,846,000	JPY 12,606,000	0	JPY 754,121,000
US Dollar		USD 2,964,000.00	USD 1,924,000.00	USD 0.00	0	USD 4,888,000.00
Local Cost Component						
US Dollar		USD 2,212,000.00	USD 802,000.00	USD 0.00	0	USD 3,014,000.00
Vietnamese Dong		VND 0	VND 0	VND 6,158,900,000	0	VND 6,158,900,000
Total of I+II						
Foreign Cost Component						
Japanese Yen		JPY 438,809,000	JPY 315,846,000	JPY 12,606,000		JPY 767,261,000
US Dollar		USD 3,249,000.00	USD 1,924,000.00	USD 0.00		USD 5,173,000.00
Local Cost Component						
US Dollar		USD 2,460,000.00	USD 802,000.00	USD 0.00		USD 3,262,000.00
Vietnamese Dong		VND 0	VND 0	VND 6,158,900,000		VND 6,158,900,000
III. Consulting Services for Lang Co Bypass Construction Sub-Project						
D. Preparation Work Stage						
Foreign Cost Component						
Japanese Yen	Remuneration				JPY 8,186,000	
	Direct Cost				JPY 2,779,250	
	Total				JPY 10,965,250	
Local Cost Component						
	Remuneration				VND 104,000,000	
	Direct Cost				VND 2,043,888,000	
	Total				VND 2,147,888,000	
E. Construction Supervision Stage						
Foreign Cost Component						
Japanese Yen	Remuneration				JPY 14,545,000	
	Direct Cost				JPY 3,701,250	
	Total				JPY 18,246,250	
Local Cost Component						
Vietnamese Dong	Remuneration				VND 755,600,000	
	Direct Cost				VND 1,627,120,000	
	Total				VND 2,382,720,000	
Total of D+E						
Foreign Cost Component						
Japanese Yen					JPY 29,211,500	
Local Cost Component						
Vietnamese Dong					VND 4,530,608,000	
Physical Contingency						
Foreign Cost Component						
Japanese Yen					JPY 1,824,625	
Local Cost Component						
Vietnamese Dong					VND 238,272,000	
Total of III						
Foreign Cost Component						
Japanese Yen					JPY 31,036,125	
Local Cost Component						
Vietnamese Dong					VND 4,768,880,000	
Grand Total						
Foreign Cost Component						
Japanese Yen		JPY 438,809,000	JPY 315,846,000	JPY 12,606,000	JPY 31,036,125	JPY 798,297,125
US Dollar		USD 3,249,000.00	USD 1,924,000.00	USD 0.00	USD 0.00	USD 5,173,000.00
Local Cost Component						
US Dollar		USD 2,460,000.00	USD 802,000.00	USD 0.00	USD 0.00	USD 3,262,000.00
Vietnamese Dong		VND 0	VND 0	VND 6,158,900,000	VND 4,768,880,000	VND 10,927,780,000

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COST ESTIMATE
FOR LANG CO BYPASS CONSTRUCTION SUB-PROJECT
GRAND SUMMARY

Items	Foreign Cost Portion	Local Cost Portion	Total Amount
	JPY	VND	Equivalent to VND
	1	2	$3=(1*ER)+2$
A Preparation Works			
1 Remuneration	8,186,000	104,000,000	1,266,412,000
2 Direct Cost	2,779,250	2,043,888,000	2,438,541,500
Total (A)	10,965,250	2,147,888,000	3,704,953,500
B Construction Supervision Stage			
1 Remuneration	14,545,000	755,600,000	2,820,990,000
2 Direct Cost	3,701,250	1,627,120,000	2,152,697,500
Total (B)	18,246,250	2,382,720,000	4,973,687,500
TOTAL (X) = (A) + (B)	29,211,500	4,530,608,000	8,678,641,000
Contingency (Y) = 10% of (B)	1,824,625	238,272,000	497,368,750
GRAND TOTAL (Z) = (X) + (Y)	31,036,125	4,768,880,000	9,176,009,750
Equivalent JPY (rounded up)	31,036,125	33,583,700	64,619,825

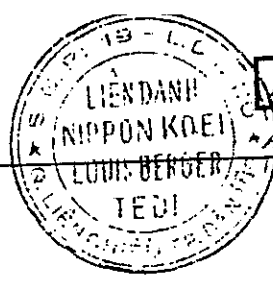
Note:

The cost is made on the basis of unit rate agreed in the Original Contract

Presumed Exchange rate

1.00USD=	115.00	JPY
1.00JPY=	142.00	VND
1USD=	16,000.00	VND

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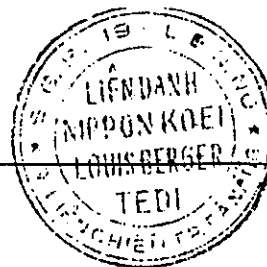


A. PREPARATION WORKS

A.1

BREAKDOWN OF COST
FOR LANG CO BYPASS CONSTRUCTION SUB-PROJECT
 Foreign Cost
 (Expressed and Payable in Japanese Yen)

I. Remuneration (Monthly Billing Rate)			Unit: JPY	
Position (Expatriate Staff)	B/R	M/M	Amount	
1 Project Manager	2,909,000	2.00	5,818,000	
2 Highway Engineer	2,368,000	1.00	2,368,000	
Sub-total (I)			8,186,000	
II. Direct cost				
Description	Unit Rate	Quantities		Amount
1 Transporter				1,374,250
a) Int'l Airfare, ticket purchased outside Viet Nam (Reimbursable) (Tokyo-Hanoi, one way trip)	165,000	1 trip		165,000
b) Int'l Airfare, ticket purchased in Viet Nam (Reimbursable) (Hanoi/Hochiminh -Tokyo, RT)	192,000	4 trips		768,000
c) Excess Baggage Charge in Abroad (unit rate) (Tokyo-Hanoi/Hochiminh)	2,094	10 kg	5 trips	104,700
d) Excess Baggage Charge in Hanoi (unit rate) (Hanoi/Hochiminh-Tokyo)	5,310	1 piece	5 trips	26,550
e) Mobilization cost in Home Country (unit rate)	62,000		5 trips	310,000
2 Perdiem Allowance and Accommodation Cost (Unit Rate)	12,000	3.0 M/M	30 days	1,080,000 1,080,000
3 International Communication Cost (Unit Rate)	50,000	6.5 months		325,000 325,000
Sub-total (II)				2,779,250
Grand Total (I+II)				10,965,250



A. PREPARATION WORKS

A.2

BREAKDOWN OF COST

FOR LANG CO BYPASS CONSTRUCTION SUB-PROJECT

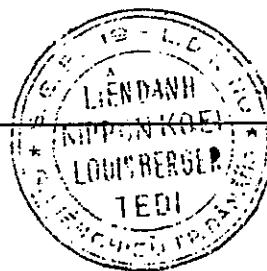
Local Cost

(Expressed and Payable in Vietnamese Dong)

I. Remuneration (Monthly Billing Rate)			Unit: VND
Position (Local Staff)	Billing Rate Man-Month		Amount
1 Highway Engineer (1)	15,200,000	2.00	30,400,000
2 Highway Engineer (2)	15,200,000	2.00	30,400,000
3 Secretary (1), Administrator/Accountant	7,200,000	6.00	43,200,000
Sub-total (I)			104,000,000
II. Direct Cost			
Description	Unit rate	Quantity	Amount
1 Transportation cost in Vietnam for Expatriates & Vietnamese			78,048,000
a) Domestic Airfare (Reimbursable)			
Hanoi/Hochiminh-Danang, round (mobilization trip)	3,296,000	7 trips	23,072,000
Danang - Hanoi, round (duty trip)	3,296,000	6 trips	19,776,000
Danang - Vinh, round (duty trip)	1,200,000	10 trips	12,000,000
b) Hotel charge for mobilization & duty trip (Reimbursable)			
Expatriates & Vietnamese			
Hochiminh /Hanoi (USD70)	1,120,000	10 nights	11,200,000
Vinh (USD50)	800,000	15 nights	12,000,000
2 Perdiem Allowance and Accommodation Cost (Unit Rate)			48,000,000
Local Consultant (USD25)	400,000	4 M/M 30 days	48,000,000
3 Office Running Cost, Danang Office (Unit Rate)			68,640,000
a) Office Supplies and Utility Cost (USD360)	5,760,000	6.5 months	37,440,000
b) Domestic Communication Cost (USD300)	4,800,000	6.5 months	31,200,000
4 Vehicle Operation Cost (Lumpsum)			171,200,000
a) Driver, Gasoline, Insurance, etc.	12,800,000	2 cars 6.5 months	166,400,000
b) Boat rental	800,000	1 boat 6 trips	4,800,000
5 Detailed Design by Local Consultant (Provisional Sum)			1,674,000,000
6 Reports (Lumpsum)			4,000,000
a) Review Report	800,000	5 sets	4,000,000
Subtotal (II)			2,043,888,000
Grand Total (I+II)			2,147,888,000

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B. CONSTRUCTION SUPERVISION STAGE

B.1

BREAKDOWN OF COST

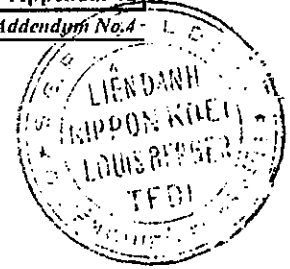
FOR LANG CO BYPASS CONSTRUCTION SUB-PROJECT

Foreign Cost

(Expressed and Payable in Japanese Yen)

I. Remuneration (Monthly Billing Rate)				Unit: JPY
Position (Expatriate Staff)	B/R	M/M	Amount	
1 Project Manager	2,909,000	5.00	14,545,000	
Sub-total (I)				14,545,000
II. Direct cost				
Description	Unit Rate	Quantities		Amount
1 Transportation Cost				1,401,250
a) Int'l Airfare, ticket purchased outside Viet Nam (Reimbursable) (Tokyo-Hanoi/Hochiminh, one way trip)	165,000	0 trip		0
b) Int'l Airfare, ticket purchased in Viet Nam (Reimbursable) (Hanoi/Hochiminh -Tokyo, round trip)	192,000	5 trips		960,000
c) Excess Baggage Charge in Abroad (unit rate) (Tokyo-Hanoi/Hochiminh)	2,094	10 kg	5 trips	104,700
d) Excess Baggage Charge in Hanoi /Hochiminh (unit rate) (Hanoi/Hochiminh - Tokyo)	5,310	1 piece	5 trips	26,550
e) Mobilization cost in Home Country (unit rate)	62,000	5 trips		310,000
2 Perdiem Allowance and Accommodation Cost for Expatriate Experts (Unit Rate)	12,000	5.0 M/M	30 days	1,800,000.00
3 International Communication Cost (Unit Rate)	50,000	10 months		500,000
Sub-total (II)				3,701,250
Grand Total (I+II)				18,246,250

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B. CONSTRUCTION SUPERVISION STAGE

B.2

BREAKDOWN OF COST
FOR LANG CO BYPASS CONSTRUCTION SUB-PROJECT

Local Cost

(Expressed and Payable in Vietnamese Dong)

I. Remuneration (Monthly Billing Rate)			Unit: VND
Position (Local Staff)	Billing Rate	Man-Month	Amount
1 Highway Engineer (1)	15,200,000	10.00	152,000,000
2 Quantity Surveyor	15,200,000	10.00	152,000,000
3 Inspector (1)	12,800,000	9.50	121,600,000
4 Inspector (2)	12,800,000	9.50	121,600,000
5 Secretary (1), Administrator/Accountant	7,200,000	10.50	75,600,000
6 Secretary (2), Bilingual Secretary	7,200,000	14.00	100,800,000
7 Utility man/Janitor	3,200,000	10.00	32,000,000
Sub-total (I)			755,600,000
II. Direct Cost			
Description	Unit rate	Quantity	Amount
1 Transportation cost in Vietnam for Expatriates & Vietnamese			121,120,000
a) Domestic Airfare (Reimbursable)			
Hanoi/Hochiminh-Danang, round (mobilization trip)	3,296,000	10 trips	32,960,000
Danang - Hanoi, round (duty trip)	3,296,000	10 trips	32,960,000
Danang - Vinh, round (duty trip)	1,200,000	10 trips	12,000,000
b) Hotel charge for mobilization & duty trip (Reimbursable)			
Expatriates & Vietnamese			
Hochiminh / Hanoi (USD70)	1,120,000	10 nights	11,200,000
Vinh (USD50)	800,000	40 nights	32,000,000
2 Perdiem Allowance and Accommodation Cost (Unit Rate)			468,000,000
Local Consultant (25 USD)	400,000	39.00 M/M 30 days	468,000,000
3 Site Office Rental, Lang Co Office (Lump sum)			96,000,000
Office with furnitures (50m2)	9,600,000	10 months	96,000,000
4 Office Running Cost, Danang Office (unit rate)			105,600,000
a) Office Supplies and Utility Cost (USD360)	5,760,000	10 months	57,600,000
b) Domestic Communication Cost (USD300)	4,800,000	10 months	48,000,000
5 Office Equipment Purchase (Reimbursable)			80,400,000
a) Computer	8,000,000	4 sets	32,000,000
b) Printer A4	4,800,000	1 set	4,800,000
c) Printer A3	10,800,000	1 set	10,800,000
d) Photocopier	28,000,000	1 set	28,000,000
e) Fax Machine	4,800,000	1 set	4,800,000
6 Vehicle Operation Cost (Lumpsum)			744,000,000
a) Cars rental with Fuel & Drivers	20,000,000	3 cars 10 months	600,000,000
Car 1: Project Manager, Sedan 2000cc			
Car 2: Engineer/Inspectors, 4WD 2400cc			
Car 3: Admin/ Guest, Sedan 2000cc			
b) Boat rental	800,000	1 boat 180 trips	144,000,000
c) Motorbyke rental	800,000	2 units 10 months	16,000,000
7 Reports (Lumpsum)			12,000,000
a) Inception Report	480,000	5 sets	2,400,000
b) Monthly Progress Report	160,000	10 sets	1,600,000
c) Completion Report	800,000	10 sets	8,000,000
Subtotal (II)			1,627,120,000
Grand Total (I+II)			2,382,720,000

2.7