

CONTRACT FOR CONSULTING SERVICES FOR
**Hai Van Pass Tunnel Construction
Project**

between

*PROJECT MANAGEMENT UNIT NO. 85
MINISTRY OF TRANSPORT AND COMMUNICATION
THE SOCIALIST REPUBLIC OF VIET NAM*

and

*JOINT VENTURE OF
NIPPON KOEI CO., LTD.*

and

LOUIS BERGER INTERNATIONAL, INC.

in association with

TRANSPORT ENGINEERING DESIGN INCORPORATION

No. : 01/HVT/97

Date : 12TH December, 1997

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**CONTRACT
 BETWEEN
 PROJECT MANAGEMENT UNIT NO.85,
 MINISTRY OF TRANSPORT AND COMMUNICATION,
 THE SOCIALIST REPUBLIC OF VIET NAM
 AND
 JOINT VENTURE OF
 NIPPON KOEI CO., LTD.
 AND
 LOUIS BERGER INTERNATIONAL, INC.
 IN ASSOCIATION WITH
 TRANSPORT ENGINEERING DESIGN INCORPORATION
 FOR
 CONSULTING SERVICES
 FOR
 HAI VAN PASS TUNNEL CONSTRUCTION PROJECT**

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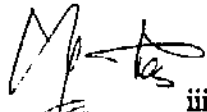
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**CONTRACT FOR CONSULTING SERVICES
FOR
HAI VAN PASS TUNNEL CONSTRUCTION PROJECT**

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "CONTRACT") made and entered into on the 12th day of the month of December, 1997, under No. 01/HVT/97, between:

Project Management Unit No.85 (hereinafter called the "The CLIENT ") of the Ministry of Transport and Communication, the Socialist Republic of Viet Nam on the one part

and

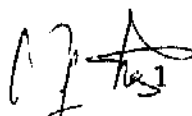
The Joint Venture consisting of the following firms, each of which will be jointly and severally liable to the Client for all consultants' obligations under this CONTRACT, namely, Nippon Koei Co., Ltd., with its main office at 4, Kojimachi 5-chome, Chiyoda-ku, Tokyo, Japan and Louis Berger International, Inc., with its main office at 100 Halsted Street, East Orange, NJ07019, United States in association with Transport Engineering Design Incorporation, with its main office at 278 Ton Duc Thang St., Hanoi, Viet Nam, (hereinafter called the "Consultant") on the other part.

WITNESSETH

WHEREAS, the Client intends to carry out Hai Van Pass Tunnel Construction Project as defined hereinafter (hereinafter called the "Project");

WHEREAS, the Client has received a loan from the Overseas Economic Cooperation Fund of Japan (hereinafter called the "FUND") towards the cost of the Project and Services and intends to apply a portion of the proceeds of the loan to eligible payment under this CONTRACT, it being understood (i) that payments by the FUND will be made only at the request of the Client and upon approval by the FUND, (ii) that such payments will be subject, in all respects, to the terms and conditions of loan agreement, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan or have any claim to the proceeds of the loan.

WHEREAS, the Client has requested the Consultant to provide the consulting services to the Client required for the Project as defined hereinafter (hereinafter called the "Services");







WHEREAS, the Consultant, having represented to the Client that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this CONTRACT;

NOW THEREFORE, the parties hereto agree as follows:

[Handwritten signatures]

CLAUSE 1. GENERAL PROVISIONS

1.1 Definition

Unless the context otherwise required, the following terms whenever used in this CONTRACT have the following meanings:

- (a) "CONTRACT" means this contract between Client and the Consultant.
- (b) "Project" means Hai Van Pass Tunnel Construction Project of which the works are described in Appendix A hereto.
- (c) "FUND" means The Overseas Economic Cooperation Fund of Japan.
- (d) "GOVERNMENT" means the Government of the Socialist Republic of Viet Nam.
- (e) "Foreign Currency" means any currency other than that of the GOVERNMENT; "Yen" and the sign of "¥" mean the Japanese Yen and "US Dollar" and the sign "US\$" mean the US Dollar.
- (f) "Local Currency" means the currency of the GOVERNMENT; "Dong" and the sign of "D" mean the currency of the GOVERNMENT.
- (g) "Services" means the work to be performed by the Consultant pursuant to this CONTRACT for the purposes of the Project as described in Appendix A hereto.
- (h) "Subconsultant" means any entity of the GOVERNMENT's country to which the Consultant will subcontract any part of the Services.
- (i) "Authorized Representative" means the person(s) authorized by the Client and the Consultant to receive and/or give notices or requests on behalf of the Client and the Consultant, respectively.
- (j) "Personnel" or "Staff" means person to be assigned to the Project by the Consultant and its subconsultants.
- (k) "Expatriate Personnel" or "Expatriate Staff" means the Consultant's Personnel recruited outside Viet Nam and employed by the Consultant for the execution of the Services.
- (l) "Home Office Personnel" or "Home Office Staff" means such person of the Consultant who are at their respective head office in Japan or the United States engaged in performing the Services for the Project.

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- (m) "Local Personnel" or "Local Staff" means the Personnel who are employed by the Subconsultant for the execution of the Services and who are citizens or permanent residents of Viet Nam.
- (n) "Effective Date" means the date on which this CONTRACT is concurred by the GOVERNMENT and the FUND.
- (o) "Notice to Proceed" means written notice to be issued to the Consultant by the Client on and after the effective date to proceed with the Services; the Notice to Proceed will fix the "Starting Date" required by the Client.
- (p) "Starting Date" means the date on which the Consultant will commence the Services after receipt of the "Notice to Proceed" from the Client.
- (q) "Termination Date" means the date, as defined in Clause 2.9 of the CONTRACT, on which the Client may choose to terminate the CONTRACT, in case of termination of the CONTRACT by the Client.
- (r) "Completion Date" means the date on which the Client issues written acceptance of the results of the Services which shall be issued within thirty (30) days after the submission of the Final Report.
- (s) "Party" means the Client or the Consultant, as the case may be.
- (t) "Third Party" means any person or entity other than the GOVERNMENT, the Client, Consultant or Subconsultants.
- (u) "Monthly Unit Rate" means amount(s) which are to be paid to the Consultant against elapsed units of times or actual quantity of procured items as stated in the estimate of cost in Appendix D without any supporting documents, and subject to annual escalation.
- (v) "Actual Cost" means amount(s) which are to be paid to the Consultant against expenses actually paid by the Consultant. Such expenses shall be subject to the Client's concurrence and supported by receipts or evidences, according to Vietnamese and International regulations related to OECF Loan.
- (w) "Lump Sum" means amount(s) which are to be paid to the Consultant as lump sum payment in accordance with the estimate of cost as stated in Appendix D without any supporting documents.
- (x) "Applicable Law" means the laws and other instruments having the force of law in Viet Nam, as they may be issued and in force from time to time.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant represented by Nippon Koei Co., Ltd. The Consultant represented by Nippon Koei Co., Ltd., subject to this CONTRACT, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This CONTRACT, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This CONTRACT has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this CONTRACT.

1.5 Headings

The heading shall not limit, alter or effect the meaning of this CONTRACT.

1.6 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this CONTRACT shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Client:	Project Management Unit No.85
Attention:	Mr. Nguyen Ngoc Tran General Director Project Management Unit No.85
Mail:	No. 184, Nguyen Sy Sach Street, Vinh City, Nghe An Province
Telephone:	84-38-831270
Facsimile:	84-38-841253

For the Consultant:	The Joint Venture of Nippon Koei Co., Ltd. and Louis Berger International, Inc.
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Attention: Director General
International Division
Mail: 5, Kojimachi 2-chome, Chiyoda-ku,
Tokyo 102, JAPAN
Telex: J24557 KOEICO
Telephone: 81-3-5276-3340
Facsimile: 81-3-5276-3002

or

Project Manager of the Consultant

Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, twenty-four (24) hours following confirmed transmission.




A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the GOVERNMENT's country or elsewhere, as the Client may approve.

1.8 Taxes and Duties

The Client shall undertake application for exemption of the GOVERNMENT taxes and duties to the CONTRACT in accordance with the Exchange of Note made between the GOVERNMENT and the Government of Japan dated 11th January 1997.

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CLAUSE 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of the Contract

This CONTRACT shall become valid, binding and effective upon concurrence of the CONTRACT by the GOVERNMENT and the FUND and upon execution of the parties hereto.

2.2 Commencement of the Services

The Consultant shall commence the Services not later than fifteen (15) days after receipt of the Notice to Proceed from the Client which shall be issued after the effective date of the CONTRACT.

2.3 Expiration of the Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this CONTRACT shall terminate when, pursuant to the provisions hereof, the Services have been completed and all payments to the Consultant under this CONTRACT have been made.

2.4 Entire Agreement

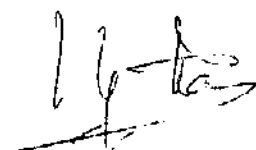


This CONTRACT contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Changes

The scope and period of the Services shall not be changed without mutual written agreement by the Parties. If such changes agreed mutually cause any increase or decrease in the amount under this CONTRACT, or in the period for its performance, an equitable adjustment shall be made by mutual written agreement and this CONTRACT shall be modified accordingly in a form of a memorandum which shall be integrated as part of the CONTRACT.

2.6 Modification or Amendment

Any changes, modifications or amendments to this CONTRACT, shall be made only by mutual agreement in writing between the Parties hereto. The

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modification or amendment shall be effective upon approval of the GOVERNMENT and concurrence of the FUND when required.

2.7 Force Majeures

2.7.1 Definition

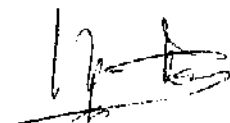
- (a) For the purposes of this CONTRACT, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by GOVERNMENT agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of the Client, the Consultant or the Personnel, nor (ii) any event which a diligent Party could reasonably have expected to both (A) take into account at the time of the conclusion of this CONTRACT and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of the FUND or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this CONTRACT insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this CONTRACT.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature



and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Party shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this CONTRACT, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid for minimum cost items, which are derived from the existence of the Personnel of the Consultant, under the term of this CONTRACT as well as to be reimbursed for additional costs which are deemed by the Client to reasonably and necessarily incurred by the Consultant during such period and during the time for reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of his obligations under this CONTRACT, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 Termination by the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultant, except in the event listed in paragraph (g) below for which there

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shall be a written notice of not less than sixty (60) days, such notice to be given after the occurrence of any of the event specified in paragraphs (a) through (f) of this Clause, terminate this CONTRACT;

- (a) if the Consultant fails to remedy a failure in the performance of their obligations hereunder within thirty (30) days of receipt of a notice by the Client of such failure or within such further period as the Client may have subsequently approved in writing,
- (b) if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receiver-ship whether compulsory or voluntary,
- (c) if the Consultant fails to comply with any final decision reached as a result of arbitration proceeding pursuant to Clause 8 hereof,
- (d) if the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false,
- (e) if the Loan Agreement No. VN IV – 5 for this consulting services referred to in WITNESSETH of this CONTRACT has been terminated or disbursements thereunder have been suspended by the FUND,
- (f) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days, or
- (g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this CONTRACT.

2.9.2 Termination by the CONSULTANT

The Consultant may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this CONTRACT;

- (a) if the Client fails to pay any money due to the Consultant pursuant to this CONTRACT and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue,
- (b) if the Client is in material breach of its obligations pursuant to this CONTRACT and has not remedied the same within forty-five (45) days, or

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such longer period as the Consultant may have subsequently approved in writing, following the receipt by the Client of the Consultant's notice specifying such breach,

- (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days, or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this CONTRACT pursuant to Clause 2.9 hereof, or upon expiration of this CONTRACT pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their account and record set forth in Clause 3.8 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

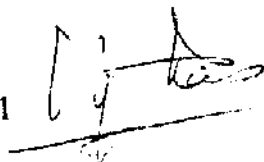
2.9.4 Cessation of the Services

Upon termination of this CONTRACT by notice of either Party to the other pursuant to Clause 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses 3.6 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this CONTRACT pursuant to Clause 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Consultant;

- (a) remuneration pursuant to Clause 6 hereof for the Services performed prior to the effective date of termination,
- (b) other expenditures pursuant to Clause 6 hereof for the reimbursable expenditure actually performed prior to the effective date of termination, and



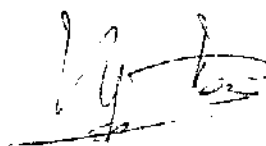




- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1. hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the CONTRACT including the cost of the return travel of the Consultant's Personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If the either Party disputes whether an event specified in paragraphs (a) through (f) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this CONTRACT shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



CLAUSE 3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognized by international professional bodies, and shall observe sound management and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and method. The Consultant shall always act, in respect of any matter relating to this CONTRACT or to the Services, as faithful advisors to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealing with Third Parties.

3.1.2 Law Governing the Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel and agents of the Consultant, comply with the Applicable Law. The Client shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notification, respect such customs.

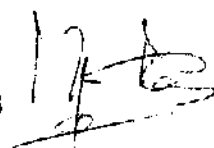
3.2 Conflict of Interests

3.2.1 Consultant not to be Benefit from Commissions, Discount, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this CONTRACT or the Services and subject to 3.2.2 the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this CONTRACT or to the Services or in the discharge of his obligations hereunder, and the Consultant shall use his best efforts to ensure that any Subconsultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules

If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or Services, any discount or



commission obtained by the Consultant in the exercise of the such procurement responsibility shall be for the account of the Client.

3.2.3 Consultant and Affiliates not to be otherwise Interested in Project

The Consultant agrees that, during the term of this CONTRACT and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works or services other than the Services and any continuation thereof for the Project.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor his Subconsultant nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the GOVERNMENT's country which would conflict with the activities assigned to them under this CONTRACT.

3.3 Confidentiality

The Consultant, his Subconsultant and the Personnel of either of them shall not either the terms or within two (2) years after expiration of this CONTRACT disclose any proprietary or confidential information relating to the Project, the Services, this CONTRACT or the Client's business or operations without prior written consent of the Client.

3.4 Liability of the Consultant

The Consultant and each of their member shall be jointly and severally liable to the Client for the performance of the Services in accordance with the provisions of this CONTRACT and for any loss suffered by the Client as a result of a default of the Consultant in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant or its Personnel;
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control;
- (c) The Consultant shall not be liable for indirect and consequential loss or damage except if such loss or damage is caused by the gross negligence or willful misconduct of the Consultant or its Personnel;

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- (d) The Consultant shall be relieved from liability for any failure to carry out its obligations on the day of giving or receiving notice of Force Majeure pursuant to Clause 2.7 hereto; and
- (e) The Consultant's liability to the Client shall not exceed the total amounts of remuneration payable to the Consultant under the CONTRACT, except in case of damage or loss caused by gross negligence or willful misconduct of the Consultant or its Personnel.

3.5 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.6 Documents prepared by the Consultant to be the Property of the Client

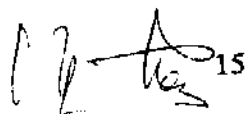
All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this CONTRACT, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this CONTRACT without prior written approval of the Client.

3.7 Insurance to be Taken Out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, insurance at their (or the Subconsultants', as the case maybe) own cost but on terms and conditions approved by the Client in accordance with GOVERNMENT's law.

3.8 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's representations referred to in Clause 6.5 hereof), and (ii) shall permit the client or its designated representative periodically, and up to one year from the expiration or termination of this CONTRACT, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client

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3.9 Consultant's Actions Requiring the Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment;
- (b) entering into a subconsultant for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this CONTRACT;
- (c) taking any action under a civil work contract for the Project designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this CONTRACT, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

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CLAUSE 4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant will assign and provide such qualified and experienced Personnel as are described in Appendix C hereto.




4.2 Assignment of the Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Personnel are described in Appendix C hereto.
- (b) In case that the Consultant requires replacement of the Personnel, the Consultant shall apply for the Client's approval. If the Client does not communicate non-approval of the said Personnel in writing within fifteen (15) days after receipt of the application by the Client, the Personnel will be deemed to have been approved by the Client.

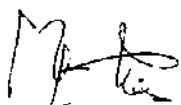
The Client reserves the right to require the Consultant to recall or replace the Personnel whose Services do not meet the Client's expectations. In case of sickness of the Personnel lasting more than one month, the Consultant shall replace the same with another Personnel of the same qualification.

Expenses incurred due to such replacement as mentioned in the above shall be borne by the Consultant.

- (c) Necessary adjustment with respect to the time allocated for the Personnel may be made by the Consultant if required, provided that such adjustment does not cause any payments under this CONTRACT exceeding the total amount or remuneration and direct cost specified in Appendix D hereto. Other adjustments shall be made only after the written approval of the Client has been obtained.
- (d) In case that the extension of assignment period of each Personnel specified in the Manning Schedule hereto and/or additional assignment of expatriate staff are required for the Project by the reason for which the Consultant is not responsible, necessary cost incurred by such extension and/or modification of assignment shall be reimbursed by the Client on the same basis as specified in Appendix D concluding a memorandum under this CONTRACT. If such extension or modification is caused by the Consultant, the Client should not be held responsible.

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- (e) The Personnel shall not be entitled to be paid extra for overtime nor to take paid sick leave. Vacation leave is covered by the Consultant's remuneration except international airfare and related domestic transportation costs, according to the CONTRACT. All leave to be allowed to the Personnel is included in the man-month of the Services set forth in Appendix C. Any taking of leave by Personnel shall be subject to prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Service.







CLAUSE 5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemption

The Client shall assist the Consultant to;

- (a) obtain for the Consultant and the Personnel with work permits and such other documents as shall be necessary to enable the Consultant and Personnel to perform the Services,
- (b) enable the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the GOVERNMENT's country,
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents,
- (d) request officials, agent and representatives of the GOVERNMENT to issue all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services,
- (e) obtain exemption for the Consultant and the Personnel and any Subconsultant employed by the Consultant for the Services for any requirement to register or obtain any permit to practice the profession of engineer or to establish themselves either individually or as a corporate entity according to the Applicable Law, and
- (f) obtain for the Consultant, any Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the GOVERNMENT's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.2 Access to Land

The Client warrants that the Consultant shall have free of charge, unimpeded access to the project site and other area in the GOVERNMENT's country in respect of which access is required for the performance of the Services.

5.3 Change in the Applicable Law

If, after the signing date of this CONTRACT, there is any change in the Applicable Law which increases or decreases the cost incurred by the Consultant in performing the Services, then the amount payable to the Consultant under this CONTRACT shall be increased or decreased accordingly by agreement between the Parties hereto of which amendment shall be effective upon concurrence of the GOVERNMENT and the FUND.

5.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultant and the Personnel, for the purposes of the Services, the services, facilities and property described in Appendix E hereto.

5.5 Payment

In consideration of the Services performed by the Consultant under this CONTRACT, the Client shall make to the Consultant such payment and in such manner as is provided by Clause 6 of this CONTRACT.

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CLAUSE 6. PAYMENTS TO THE CONSULTANT

6.1 Contract Amount

- (a) The contract amount under this CONTRACT comprises foreign cost component of Japanese Yen Four Hundred Thirty Eight Million Eight Hundred Nine Thousand Only (¥ 438,809,000), US Dollar Three Million Two Hundred Forty Nine Thousand Only (US\$3,249,000) and local cost component of US Dollar Two Million Four Hundred Sixty Thousand Only (US\$2,460,000).
- (b) The payments to the Consultant in Japanese Yen currency, US Dollar currency and Vietnamese Dong currency shall be made out of the proceeds of the Loan extended by the FUND to the GOVERNMENT in accordance with the commitment procedure and transfer procedure respectively established by the FUND.

6.2 Terms of Payment

6.2.1 Special Survey Stage

Payments to the Consultant shall be made for the Services during the Special Survey Stages up to the amount of ¥12,514,880 and US\$271,986 for foreign cost component and US\$236,960 for local cost component, breakdown of which is set forth in Appendix D, hereto.

Terms of Payment for foreign cost component for Nippon Koei shall be as follows;

- Remuneration
Remuneration shall be paid at the respective monthly billing rates given in Annex – A.1 of Appendix D for the period of month spent for the Services up to the amount of ¥10,222,500. The period less than one month shall be calculated as one day being equal to one-thirtieth (1/30) of month.
- International Airfare
International Airfare shall be reimbursed on actual cost basis up to the amount of ¥331,000.
- Excess Baggage Charge
Excess Baggage Charge shall be paid on lump sum basis in the amount of ¥41,880.

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- Mobilization Cost
Mobilization Cost shall be paid on lump sum basis in the amount of ¥124,000.
- Unaccompanied Baggage Cost
Unaccompanied Baggage Cost shall be paid on lump sum basis in the amount of ¥85,500.
- International Communication Cost
International Communication Cost shall be paid on lump sum basis in the amount of ¥450,000.
- Per Diem Allowance
Per Diem Allowance shall be paid on lump sum basis in the amount of ¥1,260,000.

Terms of payment for foreign cost component for Louis Berger shall be as follows;

- Remuneration
Remuneration shall be paid in the same manner as for Nippon Koei up to the amount of US\$39,780. The period less than one month shall be calculated as one day being equal to one-thirtieth (1/30) of month.
- International Airfare
International Airfare shall be reimbursed on actual cost basis up to amount of US\$12,586.
- Excess Baggage Charge
Excess Baggage Charge shall be paid on lump sum basis in the amount of US\$1,220.
- Mobilization Cost
Mobilization Cost shall be paid on lump sum basis in the amount of US\$1,000.
- Per Diem Allowance
Per Diem Allowance shall be paid on lump sum basis in the amount of US\$7,800.
- Geophysical Survey and Design Consultation
Geophysical Survey and Design Consultation Cost shall be paid on lump sum basis in the amount of US\$209,600.

Terms of Payment for local cost component for the Consultant shall be as follows;

- Remuneration
Remuneration shall be paid for local consultant at the monthly billing rate of

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US\$950 for the period of month spent for the Services up to the amount of US\$8,550. The period less than one month shall be calculated as one day being equal to one-thirtieth (1/30) of month.

- **Vehicle Rental Cost**
Vehicle Rental Cost shall be reimbursed on actual cost basis up to the amount of US\$9,100.
- **Domestic Transportation**
Domestic Transportation Cost shall be reimbursed on actual cost basis up to the amount of US\$2,755.
- **Transportation between Airport and City**
Transportation Cost between Airport and City shall be paid on lump sum basis in the amount of US\$270.
- **Helicopter Rental Cost**
Helicopter Rental Cost shall be reimbursed on actual cost basis up to the amount of US\$12,000.
- **Office Rental Expenses**
Office Rental Expenses shall be paid on lump sum basis in the amount of US\$14,400.
- **Office Equipment and Furniture**
Cost for Office Equipment and Furniture shall be reimbursed on actual cost basis up to the amount of US\$135,375.
- **Office Running Cost**
Office Running Cost shall be paid on lump sum basis in the amount of US\$3,060.
- **Supporting Staff**
Cost for Supporting Staff shall be paid on lump sum basis in the amount of US\$7,200.
- **Collection of Documents**
Cost for Collection of Documents shall be paid on lump sum basis in the amount of US\$1,000.
- **Cost for Technical Field Supporting Staff**
Cost for Technical Field Supporting Staff shall be paid on lump sum basis in the amount of US\$34,000.

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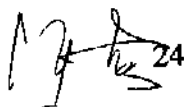
- Printing and Reproduction Cost
Printing and Reproduction Cost shall be paid on lump sum basis in the amount of US\$2,500.
- Out-of-Station Allowance
Out-of-Station Allowance for local consultant shall be paid on lump sum basis in the amount of US\$6,750.

6.2.2 Detailed Design Stage

Payments to the Consultant shall be made for the Services during the Detailed Design Stages up to the amount of ¥59,051,452 and US\$ 587,764 for foreign cost component and US\$ 625,484 for local cost component, breakdown of which is set forth in Appendix D, hereto.

Terms of Payment for foreign cost component for Nippon Koei shall be as follows;

- Remuneration
Remuneration shall be paid at the respective monthly billing rates given in Annex – B.1 of Appendix D for the period of month spent for the Services up to the amount of ¥42,411,500. The period less than one month shall be calculated as one day being equal to one-thirtieth (1/30) of month.
- International Airfare
International Airfare shall be reimbursed on actual cost basis up to the amount of ¥1,595,916.
- Excess Baggage Charge
Excess Baggage Charge shall be paid on lump sum basis in the amount of ¥162,810.
- Mobilization Cost
Mobilization Cost shall be paid on lump sum basis in the amount of ¥372,000.
- International Communication Cost
International Communication Cost shall be paid on lump sum basis in the amount of ¥450,000.
- International Transportation Cost
International Transportation Cost shall be paid on lump sum basis in the amount of ¥258,800.
- Overseas Observation Study Tour - 1
Cost of Overseas Observation Study Tour – 1 shall be paid up to the amount of

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¥8,580,426 in accordance with the terms of payment given in Annex – B.2 hereto.

- Per Diem Allowance

Per Diem Allowance shall be paid on lump sum basis in the amount of ¥5,220,000.

Terms of payment for foreign cost component for Louis Berger shall be as follows;

- Remuneration

Remuneration shall be paid in the same manner as for Nippon Koei up to the amount of US\$459,532.

- International Airfare

International Airfare shall be reimbursed on actual cost basis up to amount of US\$39,160.

- Excess Baggage Charge

Excess Baggage Charge shall be paid on lump sum basis in the amount of US\$2,472.

- Mobilization Cost

Mobilization Cost shall be paid on lump sum basis in the amount of US\$1,600.

- Per Diem Allowance

Per Diem Allowance shall be paid on lump sum basis in the amount of US\$73,000.

- Landscape Design by Computer Graphic

Landscape Design by Computer Graphic shall be paid on lump sum basis in the amount of US\$12,000.

Terms of Payment for local cost component for the Consultant shall be as follows;

- Remuneration

Remuneration shall be paid for local consultant at the monthly billing rate of US\$950 for the period of month spent for the Services up to the amount of US\$73,150. The period less than one month shall be calculated as one day being equal to one-thirtieth (1/30) of month.

- Vehicle Purchase

Vehicle Purchase Cost shall be reimbursed on actual cost basis up to the amount of US\$364,000.

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- **Vehicle Rental Cost**
Vehicle Rental Cost shall be paid on the lump sum basis in the amount of US\$2,600
- **Vehicle Operation Cost**
Vehicle Operation Cost shall be paid on lump sum basis in the amount of US\$12,000.
- **Domestic Transportation**
Domestic Transportation Cost shall be reimbursed on actual cost basis up to the amount of US\$5,974.
- **Transportation between Airport and City**
Transportation Cost between Airport and City shall be paid on lump sum basis in the amount of US\$470.
- **Office Rental Expenses**
Office Rental Expenses shall be paid on lump sum basis in the amount of US\$14,400.
- **Office Running Cost**
Office Running Cost shall be paid on lump sum basis in the amount of US\$3,060.
- **Supporting Staff**
Cost for Supporting Staff shall be paid on lump sum basis in the amount of US\$13,200.
- **Printing and Reproduction Cost**
Printing and Reproduction Cost shall be paid on lump sum basis in the amount of US\$13,580.
- **Subletting Cost of Detailed Design to Local Consultants**
Subletting Cost of Detailed Design to Local Consultants shall be paid on lump sum basis in the amount of US\$23,500.
- **Surveys and Investigations**
Cost of Surveys and Investigations shall be paid on lump sum basis in the amount of US\$ 41,800.
- **Out-of-Station Allowance**
Out-of-Station Allowance for local consultant shall be paid on lump sum basis in the amount of US\$57,750.

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6.2.3 Tendering and Construction Supervision Stage

Payments to the Consultant shall be made for the Services during the Tendering and Construction Supervision Stages up to the amount of ¥346,347,480 and US\$2,234,524 for foreign cost component and US\$1,480,570 for local cost component, breakdown of which is set forth in Appendix D, hereto.

Terms of Payment for foreign cost component for Nippon Koei shall be as follows;

- Remuneration
Remuneration shall be paid for at the respective monthly billing rates given in Annex – C.1 of Appendix D for the period of month spent for the Services up to the amount of ¥282,073,000. The period less than one month shall be calculated as one day being equal to one-thirtieth (1/30) of month.
- International Airfare
International Airfare shall be reimbursed on actual cost basis up to the amount of ¥4,465,844.
- Excess Baggage Charge
Excess Baggage Charge shall be paid at the unit rate against actual times of trip up to the amount of ¥430,620.
- Mobilization Cost
Mobilization Cost shall be paid at the unit rate against actual times of trip up to the amount of ¥1,054,000.
- Unaccompanied Baggage Cost
Unaccompanied Baggage Cost shall be paid at the unit rate against actual times of trip up to the amount of ¥171,000.
- International Communication Cost
International Communication Cost shall be ^{paid} at the unit rate for each month of the Services up to the amount of ¥7,150,000.
- Overseas Observation Study Tour - 2
Cost of Overseas Observation Study Tour – 2 shall be paid up to the amount of ¥19,271,016 in accordance with the terms of payment given in Annex – C.2 hereto.
- Per Diem Allowance
Per Diem Allowance shall be paid at the unit rate for each day actually spent for assignment up to the amount of ¥16,416,000

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- Computer Analysis and Model Test
Cost for Computer Analysis and Model Test shall be paid on lump sum basis in the amount of ¥1,500,000.
- Provisional Sum for 2% Annual Price Escalation
Provisional Sum for 2% Annual Price Escalation shall be paid as stipulated in Clause 6.3 up to the amount of ¥13,816,000.

Terms of payment for foreign cost component for Louis Berger Shall be as follows;

- Remuneration
Remuneration shall be paid in the same manner as for Nippon Koei up to the amount of US\$1,770,250.
- International Airfare
International Airfare shall be reimbursed on actual cost basis up to the amount of US\$69,273.
- Excess Baggage Charge
Excess Baggage Charge shall be paid at the unit rate against actual times of trips up to the amount of US\$3,976.
- Mobilization Cost
Mobilization Cost shall be paid at the unit rate against actual times of trips up to the amount of US\$3,000.
- Shipping Allowance for the Long Term Assignment
Shipping Allowance for the Long Term Assignment shall be paid at unit rate per person actually assigned up to the amount of US\$12,000.
- Per Diem Allowance
Per Diem Allowance shall be paid at the unit rate for each day actually spent for assignment up to the amount of US\$151,310.
- Provisional Sum for 2% Annual Price Escalation
Provisional Sum for 2% Annual Price Escalation shall be paid as stipulated in Clause 6.3 up to the amount of US\$224,715.

Terms of Payment for local cost component for the Consultant shall be as follows;

- Remuneration
Remuneration shall be paid for local consultant at the monthly billing rate of US\$950 for the period of month spent for the Services up to the amount of

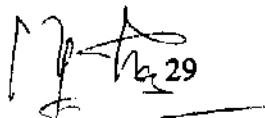
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US\$342,000. The period less than one month shall be calculated as one day being equal to one-thirtieth (1/30) of month.

- **Vehicle Operation Cost**
Vehicle Operation Cost shall be paid at the unit rate for each month for the Services up to the amount of US\$16,800.
- **Domestic Transportation**
Domestic Transportation Cost shall be reimbursed on actual cost basis up to the amount of US\$21,676.
- **Transportation between Airport and City**
Transportation Cost between Airport and City shall be paid on lump sum basis in the amount of US\$3,180.
- **Hotel Room Charge for Duty Trip**
Hotel Room Charge for Duty Trip shall be paid on lump sum basis in the amount of US\$4,800.
- **Office Rental Expenses**
Office Rental Expenses shall be paid on lump sum basis in the amount of US\$224,400.
- **Office Running Cost**
Office Running Cost shall be paid at the unit rate for each month for the Services up to the amount of US\$33,360.
- **Supporting Staff**
Cost for Supporting Staff shall be paid at the unit rate in the same manner as for remuneration for local consultant up to the amount of US\$189,200.
- **Technical Field Supporting Staff**
Cost for Technical Field Supporting Staff shall be paid at the unit rate in the same manner as for remuneration for local consultant up to the amount of US\$204,800.
- **Printing and Reproduction Cost**
Printing and Reproduction Cost shall be paid on lump sum basis in the amount of US\$11,700.
- **In Country Training Seminars**
Cost of In Country Training Seminars shall be paid on lump sum basis in the amount of US\$45,000.


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- **Out-of-Station Allowance**
Out-of-Station Allowance for local consultant shall be paid at the unit rate for each day actually spent for assignment up to the amount of US\$346,800.
- **Provisional Sum for 2% Annual Price Escalation**
Provisional Sum for 2% Annual Price Escalation shall be paid as stipulated in Clause 6.3 up to the amount of US\$36,854.

6.3 Escalation

Monthly billing rate of the Consultant and each unit rate shall be escalated at 2 percent (2%) per annum during the Tendering and Construction Supervision Stage. Annual escalation shall be applied from the 13th month after the Notice to Proceed is issued by the Client to the Consultant.

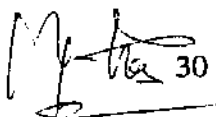
6.4 Use of Contingency Amount

Pursuant to Clauses 2.5 and 2.6 hereof, additional services not expected at the time of signing this CONTRACT shall be paid to the Consultant by allocating necessary amount from contingency set forth in Appendix D hereto. In such event a memorandum shall be concluded between Client and the Consultant and concurred by the FUND.

6.5 Method of Payment

6.5.1 Payment in Foreign Currency

Payments for foreign cost component shall be made against a simple receipt of the Consultant accompanied by the Statement of Performance as stipulated in Clause 6.7 hereof. To effectuate the payments of the foreign currency in Japanese Yen and US Dollar to the Consultant, the Client shall request the Ministry of Finance or any authorized bank to establish or cause to be established two (2) Irrevocable Letters of Credit, within forty five (45) days after the effective date of this CONTRACT in the amount of Japanese Yen Four Hundred Thirty Eight Million Eight Hundred Nine Thousand Only (¥ 438,809,000) in favour of Nippon Koei Co., Ltd. through The Bank of Tokyo Mitsubishi, Ltd., and in the amount of US Dollar Three Million Two Hundred Forty Nine Thousand Only (US\$3,249,000) in favour of Louis Berger International, Inc. with the instruction for the said bank to pay through the bank to be designated by Louis Berger International, Inc. in accordance with the commitment procedure of the Loan extended by the FUND.

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6.5.2 Payment in Local Currency

Payment for local cost component shall be made against an invoice accompanied by the certified statement of account. The local currency portion estimated in US Dollar shall be converted into Vietnamese Dong at the mean exchange rate between US Dollar and Vietnamese Dong prevailing on the date one day before that of the Consultant's invoices. The payments shall be made by the Client to the account of the bank designated by the Consultant's invoices in accordance with the transfer procedure stipulated in the Loan Agreement.

6.5.3 Method of Payment for Special Survey Stage

(a) Advance Payment

Advance Payment in the amount of Japanese Yen One Million Eight Hundred Seventy Seven Thousand Only (¥1,877,000) and US Dollar Forty Thousand Eighty Hundred Only (US\$40,800) equivalent to fifteen percent (15%) of the foreign cost component and US Dollar Thirty Five Thousand Five Hundred Only (US\$35,500) equivalent to fifteen percent (15%) of local cost component excluding contingency amount for the Special Survey Stage stipulated in Appendix D hereto shall be made to the Consultant within forty five (45) days after the effective date of this CONTRACT subject to bank guarantees to be issued by a bank acceptable to the Client and of an amount equal to the Advance Payment.

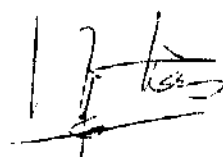
(b) Interim Payment

Interim Payment shall be made at the end of 3rd month after commencement of the Services for the Special Survey Stage against the statement of account prepared by the Consultant for all costs incurred in accordance with the terms of payment in Clause 6.2 herein and certified by the Client.

Ten percent (10%) of Interim Payment shall be retained for Final Payment from Interim Payment. Advance Payment shall also be set off in Interim Payment and the bank guarantees shall be released.

(c) Final Payment

Final Payment as ten percent (10%) of Interim Payment shall be made against the letter of acceptance of Special Survey Report by the Client.



6.5.4 Method of Payment for Detailed Design Stage

(a) Advance Payment

Advance Payment in the amount of Japanese Yen Eight Million Eight Hundred Fifty Eight Thousand Only (¥8,858,000) and US Dollar Eighty Eight Thousand Only (US\$88,000) equivalent to fifteen percent (15%) of the foreign cost component and US Dollar Ninety Three Thousand Only (US\$93,000) equivalent to fifteen percent (15%) of local cost component for the Detailed Design Stage stipulated in Appendix D hereto shall be made to the Consultant within sixty (60) days after the effective date of this CONTRACT subject to bank guarantees to be issued by a bank acceptable to the Client and of an amount equal to the Advance Payment. The Advance Payment shall be recovered by two ~~equal~~ installments in the Interim Payment and Final Payment.

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(b) Interim Payment

Interim Payment shall be made at the end of 3rd month after commencement of the Services for Detailed Design against the statement of account prepared by the Consultant for the costs up to incurred and calculated in accordance with the terms of payment in Clause 6.2 and certified by the Client.

First instalment to recover the Advance Payment in the amount of Japanese Yen Five Million Nine Hundred Five Thousand Only (¥5,905,000) and US Dollar Fifty Eight Thousand Five Hundred Only (US\$58,500) for foreign cost component and US Dollar Sixty Two Thousand Five Hundred Only (US\$62,500) for local cost component shall be deducted from Interim Payment.

(c) Final Payment

Final Payment shall be made upon completion of the Services for Detailed Design and issuance of the letter of acceptance of all tender documents by the Client against the statement of account prepared by the Consultant for the costs incurred from the 4th month of the Services to completion in accordance with the terms of payment in Clause 6.2 herein and certified by the Client.

Second instalment to recover the rest of the Advance Payment shall be deducted from Final Payment and the bank guarantees shall be released.

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6.5.5 Method of Payment for Tendering and Construction Supervision Stage

(a) Monthly Progress Payment

Monthly Progress Payment both for foreign and local cost component shall be made within two (2) weeks after an invoice and the statement of account are submitted by the Consultant for the Services performed in the month and shall become due against the statement of account which shall be prepared for the costs incurred in the month in accordance with the terms of payment in Clause 6.2 and certified by the Client.

(b) Final Monthly Progress Payment

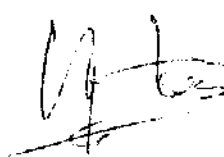
Final Monthly Progress Payment both for foreign and local cost component shall be made against the completion certificate of the Services issued by the Client and an invoice together with the statement of account prepared by the Consultant for the costs incurred in the last month calculated in accordance with the terms of payment in Clause 6.2 and certified by the Client.

6.6 Statement of Performance

Payment to the Consultant for foreign currency in Japanese Yen and US Dollar for the Detailed Design Stage and the Tendering and Construction Supervision Stage, except for an advance payment hereof, shall be made against a Statement of Performance with the commitment procedure of the Loan established by the FUND.

6.7 Exemption from Tax and Duty

The Consultant shall be exempted from taxes and duties as given in Appendix F in respect of payment under this CONTRACT.



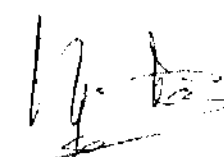
CLAUSE 7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this CONTRACT and to adopt all reasonable measures to ensure the realization of the objectives of this CONTRACT.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this CONTRACT to provide for every contingency which may arise during the life of the CONTRACT, and the Parties hereby agree that it is their intention that this CONTRACT shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this CONTRACT either Party believes that this CONTRACT is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.



CLAUSE 8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this CONTRACT or the interpretation thereof.

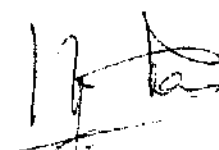
8.2 Right to Arbitration

Any dispute between the Parties as to matters arising pursuant to this CONTRACT which can not be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party to arbitration in accordance with the provision of Clauses 8.3 through 8.7 hereinafter.

8.3 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Federation International des Ingenieurs-Conseil (FIDIC), Lausanne, Switzerland for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, FIDIC shall appoint, upon the request of either Party and form such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns as a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint the third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties, the third arbitrator shall, at the request of



either Party, be appointed by Secretary General of the International Centre for Settlement of Investment Disputes (ICSID), Washington, D.C.

- (c) If, in a dispute subject to Clause 8.3(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the ICSID to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.4 Rules of Procedure

Except as stated herein, arbitration proceeding shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this CONTRACT.

8.5 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.6 Nationality and Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.3 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the GOVERNMENT. For the purposes of this Clause, "home country" means any of;

- (a) the country of incorporation of the Consultant, or
- (b) the country in which the Consultant's principal place of business is located, or
- (c) the country of nationality of a majority of the Consultant's shareholders.
- (d) the country of nationality of the subconsultant concerned, where the dispute involves a subcontract.

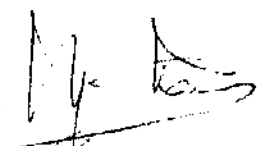
8.7 Miscellaneous

In any arbitration proceeding hereunder;

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Viet Nam,
- (b) the English language shall be the official language for all purposes, and



- (c) the decision of the sole arbitrator or of a majority of the arbitrators, or of the third arbitrator if there is no such majority, shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

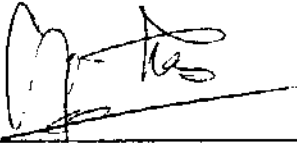






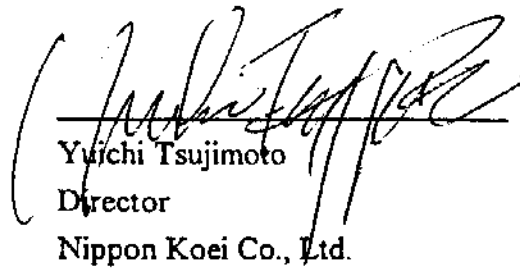
IN WITNESS WHEREOF, the Parties hereto have caused this CONTRACT, in duplicate in English, to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
THE CLIENT:



Nguyen Ngoc Tran
General Director
Project Management Unit No.85

FOR AND ON BEHALF OF
THE CONSULTANT:



Yuichi Tsujimoto
Director
Nippon Koei Co., Ltd.

FOR AND ON BEHALF OF
THE CONSULTANT:



Richard Hirsch
Viet Nam Country Manager
Louis Berger International, Inc.

APPENDIX A

TERMS OF REFERENCE

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**MINISTRY OF TRANSPORT
PROJECT MANAGEMENT UNIT NO 85**

Date.....

Ref. No.....

**TERMS OF REFERENCE (TOR) FOR
SPECIAL SURVEY AND CONSULTING SERVICES
HAIVAN PASS TUNNEL PROJECT**

A. GENERAL

Haivan pass is located between Thua Thien Hue Province and Danang City. The Government of Vietnam intends to construct a road tunnel on Haivan pass section in order to improve the transport conditions on this dangerous section and the tunnel is proposed to be linked with North-South expressway in the future.

Haivan pass Tunnel Project shall include the following major items:

- Construction of road tunnel(s) including installment of necessary tunnel facilities.
- Construction of bridges and approach roads.
- Construction of interchanges to connect the tunnel(s) with the Highway No.1 and possibility of connection with the future expressway.
- Toll collection system.
- Other related works (if necessary).

Project management unit No.85 (PMU85) has been assigned by Ministry of Transport (MOT) to be the project executing agency.

With the assistance of the World Bank, domestic and international consultants have carried out a study for the project. The consultants proposed two alternative routes for selection. Due to the insufficient data and information, the right route has not been selected so far.

The main content of the consulting services are as follow:

- To provide a special survey to select the best alternative route.

- To carry out the detailed design, construction supervision and other related works.

* General requirements to the consultant:

- Provide a special survey and consulting services to the PMU85 for effective implementation and completion of the project on schedule.

- The foreign expatriate engineers of the consultant shall be proficient in oral and written English and experienced in highway tunnel and highway bridge construction projects.

- Work directly under the General Director of PMU85 designated by MOT and to be responsible for the satisfactory Special Survey and Consulting services.

- Cooperate closely with concerned agencies of Vietnam and OECF.

B. SPECIAL SURVEY .

1. Review the previous studies (but not limited to) the items below:

a) Previous studies related to the project (studied by TEDI, the World Bank etc...)

b) Atmospheric condition, especially on mist and fog

c) Geological and hydrological data

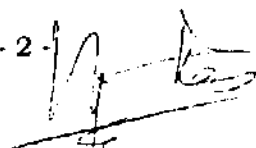
d) Soil and material data

e) Traffic data

f) Current development plans for relating areas

2. Undertake, (but not limited to), the activities below which regard to route 1 and route 2 mentioned in the study and Minutes of discussions between Vietnam and OECF officials dated October, 1996.

a) Topographic Survey (Centerline survey, Cross sectional survey, Plane table and leveling survey).

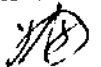
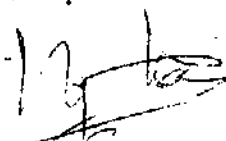
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- b) Geological Survey and Physical Prospecting (exploratory drilling for designs of tunnels and foundation of bridges and approach roads, Soil sample for the approach roads and causeway, laboratory tests of drill and soil samples, Physical prospecting for designing of tunnels).
 - c) Material source survey.
 - d) Hydrological and Marine Hydrometeorological study.
 - e) Preliminary Engineering Design (Preliminary design for tunnels, approach roads, bridges, interchanges, toll system and other related works, study construction method, prepare engineering drawings to include general layout plan of the tunnels, roads, bridges, tunnel facilities and other necessary items).
 - f) General estimation of construction cost, operation and maintenance cost and implementation schedule.
 - g) Determination of the scope for land acquisition and resettlement and estimation of cost. (including portion for major permanent and temporary works.)
3. Select and determine 1 (one) most desirable route of tunnels, roads and bridges among the candidate route 1 and route 2. Upon selection of the route, consultant shall take into account, (but not limited to) criteria below:
- Result of before mentioned survey
 - Effect to the project cost and implementation schedule
 - Maintenance capability
 - Safety towards slope erosion or failure of approach road
 - Effect of mist and fog
 - Conformity with future road development plan
 - Conformity with the scenery of the area
4. Important points that need attention during the special survey:

Due to short schedule as mentioned in Minutes of Discussions between Vietnam and OECF, the data, document and information made in the Special Survey play an important role in preparation for detailed design step. Consultant should prepare a particular working schedule so that it is possible to collect essential data and



information which either conform to the Special Survey or be useful for the detailed design and to avoid similar steps that can cause waste of time and money as well.

5. Prepare English reports and Vietnamese translations with sufficient information and details regarding the result of Special Survey mentioned above and submit to PMU85 and OECF for consideration.
6. The periods of the Special Survey is 3 months from the validity of the contract.

C. CONSULTING SERVICES

1. Detailed Engineering Stage

For the duration of Detailed Engineering, the works of the Consultants shall include (but not be limited to), the items below:

- a) Select design standards and specification to be adopted for the Project which comply with international standards, for example American association of State Highway and Transportation officials (AASHTO), Japan Industrial Standards (JIS)...
- b) Prepare detailed design of the tunnels, roads, bridges, tunnel facilities, toll system, interchanges and other items related to the project.
- c) Estimate construction cost with following details:
 - Unit price analysis classified to labor, materials, equipment, tax and tariff etc...
 - Breakdown of foreign and local currency portion.
 - Financing schedule with annual fund requirement according to the construction schedule.
- d) Prepare following Tender document to procure construction works:

Pre-qualification documents.

Tender documents:

- Instruction to bidders
- Form of contract
- General conditions of contract

- Special provisions of contract
 - Technical specifications
 - Bill of quantities
- e) Prepare implementation program from engineering point of view and determine a reasonable period in consultation with PMU85 and OECF.
- f) The period of detail design is estimated to be 3 months.

2. Tendering Stage

For the duration of tendering, the works of the consultants shall include, (but not be limited to) the items below:

- a) Assist PMU85 to establish the method of pre-qualification and conduct pre-qualification of the prospected contractors.
- b) Assist PMU85 to conduct pre-bid conference and pre-bid site inspection for the interested tenders and furnish any other information or assistance may be needed.
- c) Assist PMU85 in: (If necessary)
- The opening of bids
 - Evaluating the bids received
 - Preparing recommendation for the contract awards
- d) Assist PMU85 in the contract negotiations with contractors (if necessary).
- e) Prepare standard forms and reporting format to be used for the duration of the construction supervision.
- f) Prepare and compile all the document which PMU85 is required to submit to OECF for approval. The document required by OECF is as follow:
- Pre-qualification document
 - Result of evaluation of Pre-qualifications
 - Tender document
 - Result of evaluation of tender
 - Award of contract and construction contract

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- Addendum documents
- Quarterly progress report in accordance with OECF form
- Project completion report in accordance with OECF form
- Request for disbursement in accordance with OECF form

g) The entire tendering duration is estimated to be 6 months.

3. Construction supervision stage

For the duration of construction, the works of the consultants shall include, (but not be limited to the items below:

a) General

- The consultant shall function on behalf of PMU85 as the "Engineer" of the project.
- The consultant shall perform his duties in accordance with acceptable criteria and standards applicable to civil works and shall exercise the power vested in him as the "Engineer" under PMU85's contract with the Contractors.
- The consultant shall have full authority to direct, oversee and revise the works as needed and as defined in the General Conditions of Contract.
- The term "Engineer" shall mean the Consultant or his authorized representative appointed by PMU85 and approved by the Government of Vietnam and OECF and notified in writing to the Contractors to act as an engineer for the purpose of completing the Project.
- The consultant shall establish an organization with sufficient working facilities and equipment that shall meet PMU85's approval for proper execution of the services.

b) Principal Services

More specifically, the Consultants shall provide the following services:

- b1 Represent the interest of PMU85 vis-a-vis the Contractor in any matters related to the Contract for civil works and the proper execution thereof.

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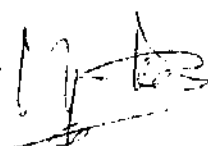
- b2 Furnish for the use of the Contractor all necessary ground and topographic data for the establishment of road alignments and grades.
- b3 Review and recommend for approval by PMU85 the Contractor's working schedule or revisions thereto and any such plans or programs that the Contractor is obliged to furnish for the Engineer's approval. Prepare and submit a disbursement schedule to the PMU85.
- b4 Assess the adequacy of all inputs such as equipment, materials and labor provided by the contractor and his methods of work in relation to the required rate of work in order to expedite progress, keep and regularly update list of the contractor's equipment (and its condition) to ensure compliance with the list of equipment with the contractor provided in his the Bid.
- b5 Inspect and evaluate all contractor installation, housing, shops, warehouses and other accommodations to ensure compliance with the terms and conditions of the contract documents.
- b6 Examine and make recommendations to the PMU85 on all claims from the contractor for time of execution, extra compensation, work or expenses or other similar matters.
- b7 Measure and compute quantities of approved and accepted work and materials, check, certify and make recommendations to the PMU85 on the contractor's monthly and final payment certificates.
- b8 Prepare and submit reports to the PMU85 periodically as required on the progress of work, the contractor's performance, quality of works and the project's financial status and forecast.
- b9 Propose and present to the PMU85 for approval any changes in plans deemed necessary for the completion of the works including information on any effect the changes may have on the contract amount and the time of completion of the Project, and prepare all necessary change orders including altering plans and specifications and other details. Inform PMU85 of any problems or potential problems which may arise in connection with the contract of civil works and make recommendation to the PMU85 for possible solutions.

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- b10 Station at least one of the Engineer's representatives at the site at all time when the contractor is working, to supervise the work and to issue instructions as required.
- b11 Furnish timely assistance and direction to the contractor on all matter related to the interpretation of the contract documents, ground survey data, quality control testing, and any other matters relating to contract compliance and progress of project.
- b12 Organize supervision of the works with proper allocation of responsibilities to the individual inspectors and supervise their work in order to ensure effective execution.
- b13 Prepare engineering reports including records inspection, progress and performance of the work.
- b14 Review and approve all contractor's working drawings, shop drawings, erection drawings and drawing for temporary works.
- b15 Verify the contractor's take out surveys for center line alignment, structure location surveys, and vertical and horizontal curve control marks.
- b16 Assure the receipts of, and maintain all warrants for materials and equipment accepted and incorporated in the project, as required under the terms of the contract documents for civil work.
- b17 Materials laboratory
Assess the adequacy of the materials laboratory provided by the contractor.
- b18 Environmental monitoring
Monitor and report on environmental influence during the construction and indicate measures to improve the situation.
- b19 Inspect the safety aspects of the construction and improvement work methods and procedures to ensure that every reasonable measure has been taken to protect life and property.
- b20 Before the issuance of the certificate of completion, the consultant shall carry out the necessary inspection, specify and supervise any remedial works to be



carried out and when completed, recommend the PMU85 to finalize the inspection and acceptance of the project.

b21 Perform any and all other items of the works not specifically mentioned above but which are necessary and essential to successfully supervise and control the construction activities in accordance with the plans, specifications and terms of contract. The consultant's responsibility for the works shall continue until the certificate of completion has been issued by the state committee which consists of members from the MOT, Ministry of finance and other related Government agencies.

b22 Maintenance and operation planning
Assist and make recommendations to the PMU85 and MOT for setting up an actual maintenance and operation scheme for the project after completion.

b23 Work-completion-documentation
The work-completion-documentation is drawn up by the contractor on the basis of detailed design documents, the working drawings and variations (if any), work method documents and the documents of inspecting and evaluating on work quality. The document's content is stipulated following guidelines of Vietnamese Government. The consultant regularly inspect and expedite contractor to draw up work-completion documents for each part of the project till all of works are completed.

c) The entire duration of construction supervision is estimated to be 4 years.

D TRAINING AND TECHNOLOGY TRANSFER

a) The consultant shall provide training to the PMU85's staffs and other concerned members of MOT in terms of the highway tunnel project management and organize visits for them to tunnels which are similar to Haivan pass tunnel.

b) Provide the technical training and technology transfer to Vietnamese engineers in tunnel designing and investigating works and in tunnel construction supervision.

c) Provide technical training and detailed manuals for operation and maintenance of tunnel facilities and equipments.

- d) Provide the life rescue and evacuation training at an actual site of the tunnels under scenario of every kind of accidents which could be predicted inside and outside the tunnels.
- e) Provide detailed manuals of life rescue and evacuation procedure to cope with every kind of accidents which could predicted inside and outside the tunnels.
- f) Advise countermeasures necessary to prevent traffic from serious accidents inside and outside the tunnels (For example, publications of special traffic regulations and rules of the tunnels).
- g) Arrange and provide the overseas training in an advanced technology country for the Vietnamese engineers to experience the operation and maintenance of tunnel facilities at an actual site relevant to this project.

E. ESTIMATED MAN-MONTHS

- a. The special survey (investigating work at site of project not included):

15 man-months

Foreign engineer	6 man-months
Local engineers	9 man-months

In which not include investigating work at site of project

- b. Consulting services: **890 man-months**

Foreign engineers	254 man-months
Local engineer	636 man-months



APPENDIX B

SCHEDULE OF WORK TASKS

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APPENDIX C

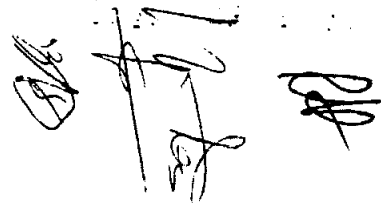
**MANNING SCHEDULE OF
CONSULTANT**

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MANNING SCHEDULE OF EXPATRIATE EXPERTS HAI VAN PASS TUNNEL CONSTRUCTION PROJECT

NAME	POSITION	FIRM	1997		1998												1999												2000												2001												2002												Special Survey	Detailed Design	Tendering	Construction Supervision	Home Office Support Maintenance	TOTAL MONTHS	TRIP NUMBER																																															
			O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N								D																																														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60																																																								
Kochi Tanuma	Project Manager/Highway Eng	NK	Special Survey			Detailed Engineering												Tendering												Construction Supervision												Completion												3.0	3.0	5.0	11.0	2																																																												
Hiroshi Onodera	Project Manager/Resident Engineer	NK																												Construction Supervision												Completion															47.0	47.0	6																																																											
Guy Baker	Tunnel Engineer	LBII	Special Survey			Detailed Engineering																								Construction Supervision												Completion												0.5	4.0	36.0	40.5	5																																																												
Bradford Townsend	Geotechnical Engineer	LBII	Special Survey			Detailed Engineering																								Construction Supervision												Completion												0.5	2.0		2.5	1																																																												
Raymond Hawes	Senior Bridge Engineer	LBII	Special Survey			Detailed Engineering																								Construction Supervision												Completion												0.5	3.0	28.0	31.5	5																																																												
Akio Nakamura	Transport Economist	NK	Special Survey																											Construction Supervision												Completion												0.5	1.0		1.5	1																																																												
Dr. Mark Morrissey	Meteorologist	LBII	Special Survey																											Construction Supervision												Completion												0.5			0.5	1																																																												
Jin Fan	Traffic Engineer	LBII	Special Survey																											Construction Supervision												Completion												0.5	2.0		2.5	1																																																												
Frank Cencula	Electrical Engineer/Power	LBII				Detailed Engineering																																				Construction Supervision												Completion												3.0	9.0	12.0	4																																																	
Paul Strong	Electrical Engineer/System/Facilities and O&M Electrical Engineer	LBII				Detailed Engineering																																				Construction Supervision												Completion												3.0	9.0	12.0	4																																																	
James Fawcus	Mechanical Engineer/Facilities and O&M Mechanical Engineer	LBII				Detailed Engineering																																				Construction Supervision												Completion												4.0	9.0	13.0	4																																																	
Takeo Kozawa	Construction Planner	NK				Detailed Engineering																																				Construction Supervision												Completion												2.0		2.0	1																																																	
Tsutomu Yamamoto	Cost Estimator	NK				Detailed Engineering																																				Construction Supervision												Completion												3.0		3.0	1																																																	
Hirohiko Nakamura	Document Specialist	NK				Detailed Engineering																																				Construction Supervision												Completion												2.0		2.0	1																																																	
Seiju Ikeda	Materials Engineer	NK	Special Survey			Detailed Engineering																								Construction Supervision												Completion												2.0	4.0	6.0	3																																																													
Audie Pineda	Highway/CAD Engineer	LBII				Detailed Engineering																																				Construction Supervision												Completion												3.0		3.0	1																																																	
Ichizuru Ishimoto	Construction Engineer	NK																												Construction Supervision												Completion														45.0	45.0	5																																																												
Hiroshi Hasegawa	Environmental Specialist	NK	Special Survey			Detailed Engineering																																				Construction Supervision												Completion												1.5	2.0	3.5	3																																																	
SUB-TOTAL																																																																														6.0	36.5	194.0	236.5	49																																				
[Home Office Engineer]																																																																																																																						
Hiroki Shinkai	Nippon Koei Project Coordinator	NK				Detailed Engineering																																																																																						0.5	1.5	2.0																								
Leroy Purifoy	Louis Berger Project Coordinator	LBII				Detailed Engineering																																																																																						0.5	1.5	2.0																								
Dr. Raymond Miller	Geotechnical Engineer	LBII				Detailed Engineering																																																																																						1.0	1.0	2.0																								
Gilbert Bonforte	Tunnel Specialist	LBII				Detailed Engineering																																																																																						0.5	1.5	2.0																								
Toru Kawakami	Nippon Koei Training Specialist	NK				Detailed Engineering																																																																																						0.5	1.5	2.0																								
Richard Hirah	Louis Berger Training Specialist	LBII				Detailed Engineering																																																																																						0.5	1.5	2.0																								
SUB-TOTAL																																																																																																						0.0	3.5	4.5	12.0													
TOTAL																																																																																																																		6.0	42.0	202.5	250.5	49

Special Survey
 Detailed Engineering
 Tendering
 Construction Supervision
 Home Office Support
 Maintenance



APPENDIX D

**SUMMARY AND BREAKDOWN OF
COST ESTIMATE**

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**COST ESTIMATE
FOR
HAI VAN PASS TUNNEL CONSTRUCTION PROJECT**

GRAND SUMMARY

I. Special Survey

A. Special Survey Stage

Cost Category	Foreign Cost Component		Local Cost Component
	Japanese Yen (¥)	US Dollar (\$)	U.S. Dollar (\$)
1. Remuneration	¥10,222,500	\$39,780	\$8,550
2. Direct Cost	¥2,292,380	\$232,206	\$228,410
Sub Total	¥12,514,880	\$271,986	\$236,960
Physical Contingency	¥625,120	\$13,014	\$11,040
Total of I	¥13,140,000	\$285,000	\$248,000

II. Consulting Service

B. Detailed Design Stage

Cost Category	Foreign Cost Component		Local Cost Component
	Japanese Yen (¥)	US Dollar (\$)	U.S. Dollar (\$)
1. Remuneration	¥42,411,500	\$459,532	\$73,150
2. Direct Cost	¥16,639,952	\$128,232	\$552,334
Total of B	¥59,051,452	\$587,764	\$625,484

C. Tendering and Construction Supervision Stage

1. Remuneration	¥282,073,000	\$1,770,250	\$342,000
2. Direct Cost	¥50,458,480	\$239,559	\$1,101,716
Sub Total	¥332,531,480	\$2,009,809	\$1,443,716
3. Price Escalation	¥13,816,000	\$224,715	\$36,854
Total of C	¥346,347,480	\$2,234,524	\$1,480,570
Total of B + C	¥405,398,932	\$2,822,288	\$2,106,054
Physical Contingency	¥20,270,068	\$141,712	\$105,946
Total of II	¥425,669,000	\$2,964,000	\$2,212,000

GRAND TOTAL I + II	¥438,809,000	\$3,249,000	\$2,460,000
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A. SPECIAL SURVEY STAGE

Foreign Cost Estimate for Nippon Koei Services (Expressed and Payable in Japanese Yen)

I. REMUNERATION (monthly billing rate) (breakdown as shown in Annex-A.1)	<u>¥10,222,500</u>
II. DIRECT COST	<u>¥7,292,380</u>
1. International Mobilization & Demobilization	¥582,380
i) Int'l Airfare, ticket purchased outside of Viet Nam (reimbursable) Tokyo - Hanoi ¥165,500 x 2trips (one-way trip, business class) (¥331,000)	
ii) Excess Baggage Charge in Abroad (lump sum) Tokyo - Hanoi ¥2,094 x 10kg x 2trips (¥41,880)	
iii) Mobilization Cost in Home Country (lump sum) ¥62,000 x 2trips (¥124,000)	
iv) Unaccompanied Baggage Cost (lump sum) Tokyo to Hanoi ¥1,360 x 50kg x 1person x 1way (¥68,000) Hanoi to Tokyo ¥350 x 50kg x 1person x 1way (¥17,500)	
2. International Communication Cost (lump sum) (Telephone, Fax & DHL for foreign consultants) ¥150,000 x 3 months (¥450,000)	¥450,000
3. Per Diem Allowance (lump sum)	¥1,260,000
Perdiem Allowance for Expatriate Experts ¥12,000 x 105man-day (¥1,260,000)	
TOTAL (I+II)	<u>¥12,514,880</u>

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Annex-A-1

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A. SPECIAL SURVEY STAGE

Foreign Cost Estimate for Louis Berger Services

(Expressed and Payable in US Dollars)

I. REMUNERATION (monthly billing rate) **\$39,780**
(breakdown as shown in Annex-A.1)

II. DIRECT COST **\$232,206**

1. International Mobilization & Demobilization **\$14,806**

- i) Int'l Airfare, ticket purchased outside of Viet Nam (reimbursable)
Washington D.C. - Hanoi
\$2,134 x 5trips (one-way trip, business class) (\$10,670)
- ii) Int'l Airfare, ticket purchased in Vietnam (reimbursable)
Hanoi - Washington D.C.
\$1,916 x 1trip (one-way trip, business class) (\$1,916)
- iii) Excess Baggage Charge in Abroad (lump sum)
Washington D.C. - Hanoi
\$117 x 2pieces x 5trips (\$1,170)
- iv) Excess Baggage Charge in Hanoi (lump sum)
Hanoi - Washington D.C.
\$5 x 10kg x 1trip (\$50)
- v) Mobilization Cost in Home Country (lump sum)
\$200 x 5trips (\$1,000)

2. Per Diem Allowance (lump sum) **\$7,800**

- i) Enroute Perdiem to/from Vietnam
\$150/day x 6man-day (\$900)
- ii) Perdiem Allowance for Expatriate Experts
\$100/day x 69man-day (\$6,900)

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3. Geophysical Survey and Design Consultation (lump sum)		\$209,600
(break down as shown in Annex-A.2)		
i) Geophysical Survey for Tunnel Design using Seismic Refraction	(\$150,000)	
ii) Geophysical Survey for Bridge Design using Seismic Refraction	(\$20,000)	
iii) Seismic Refraction Sound Gear Survey	(\$30,000)	
iv) Check Borings at the Abutment	(\$5,600)	
iv) Traffic Survey	(\$4,000)	

TOTAL (I+II) \$271,986

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A. SPECIAL SURVEY STAGE

Local Cost Estimate

(Expressed in US Dollars and Payable in Vietnamese Dong)

REMUNERATION (monthly billing rate)		\$8,550
\$950 x 9M/M	(\$8,550)	
I. DIRECT COST		\$228,410
1. Transportation Cost		\$24,125
i) Vehicle Rental Cost including driver and fuel (reimbursable)		
4WD :		
\$1,300 x 1 vehicle x 3months	(\$3,900)	
\$1,300 x 1 vehicle x 1month	(\$1,300)	
Van (15 seats) :		
\$1,300 x 1 vehicle x 3months	(\$3,900)	
ii) Domestic Transportation (reimbursable)		
Hanoi - Da Nang (including 1 duty trip for Project Manager)		
Expatriate Experts		
round: \$206 x 2trips	(\$412)	
one way: \$103 x 6trips	(\$618)	
Local Experts		
round: \$100 x 3trips	(\$300)	
one way: \$50 x 6trips	(\$300)	
Da Nang - Vinh (duty trip, round)		
Expatriate Experts		
\$150 x 5trips	(\$750)	
Local Experts		
\$75 x 5trips	(\$375)	
iii) Transportation between Airport and City (lump sum)		
\$10 x 27trips	(\$270)	
iv) Helicopter Rental Cost including pilot and fuel (reimbursable)		
\$2,000/hour x 2 hours x 3times	(\$12,000)	
2. Office Rental Expenses (lump sum)		\$14,400
Project Management Office in Da Nang (400m ²)		
\$4,800/month x 3 months	(\$14,400)	
3. Office Equipment & Furniture (reimbursable)		\$135,375
(breakdown as shown in Annex - A.3 and A.4)		



REMUNERATION FOR FOREIGN ENGINEER
Special Survey Stage

Consultant: Nippon Koei Co., Ltd. (unit : Japanese Yen (¥))

Name	Position	Number of M/M	Monthly rate	Total Amount
1. Koichi Tanuma	Project Manager / Highway Engineer	3.0	2,956,000	8,868,000
2. Akio Nakamura	Transport Economist	0.5	2,709,000	1,354,500
Sub-total		3.5		10,222,500

Consultant: Louis Berger International Inc. (unit : US Dollar (\$))

Name	Position	Number of M/M	Monthly rate	Total Amount
1. Guy Baker	Tunnel Engineer	0.5	19,189	9,595
2. Raymond Hawes	Senior Bridge Engineer	0.5	15,168	7,584
3. Bradford Townsend	Geotechnical Engineer	0.5	17,813	8,907
4. Mark Morrissey	Meteorologist	0.5	16,699	8,350
5. Jim Fan	Traffic Engineer	0.5	10,688	5,344
Sub-total		2.5		39,780

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Breakdown of Geophysical Survey and Design Consultation

i) Geophysical Survey for Tunnel Design using Seismic Refraction L. 5

	unit	Quantity	Unit Price	Amount (\$)	
Longitudinal section 1	m	500m along the highway center line	500	50	25,000
Transverse section 1	m	500m x 2 lines with 100m interval	1,000	50	50,000
Longitudinal section 2	m	500m along the highway center line	500	50	25,000
Transverse section 2	m	500m x 2 lines with 100m interval	1,000	50	50,000
	Total		3,000		150,000

ii) Geophysical Survey for Bridge Design using Seismic Refraction
(along the bridge centerline)

	unit	Quantity	Unit Price	Amount (\$)
Longitudinal section at abutment 1	m	200	50	10,000
Longitudinal section at abutment 2	m	200	50	10,000
	Total			20,000

iii) Seismic Refraction Sound Gear Survey

	unit	Quantity	Unit Price	Amount (\$)
Longitudinal section along centerline	m	600	30	18,000
Transverse section 1	m	200	30	6,000
Transverse section 2	m	200	30	6,000
	Total			30,000

iv) Check Boring at the Abutment
(including mobilization, boring works, overhead, profit and report, etc.)

	unit	Quantity	Unit Price	Amount (\$)
Abutment 1	m	40	70	2,800
Abutment 2	m	40	70	2,800
	Total			5,600

v) Traffic Survey
(including mobilization, survey and analysis, overhead, profit and report, etc.)

	unit	Unit Price	Quantity	Amount (\$)	
(16 hours/day)	day	8 surveyer x \$100/day =	800	5	4,000
	Total			4,000	

Office Furniture & Equipment for Da Nang Office

Procurement in Vietnam

(unit: US Dollar (\$))

	Quantity	price	Total Amount
1 OFFICE EQUIPMENT			
Personal computer (586 DX 100MHz, DT)	4 sets	2,000	8,000
Personal computer (586 DX 100MHz, LT)	2 sets	2,500	5,000
Computer Documentation/Manuals (Complete set)	1 sets	2,000	2,000
Printer (HP Desk Jet 340C)	1 sets	1,800	1,800
Laser printer (A3)	1 sets	1,500	1,500
Printer (Dot Matrix WC)	1 sets	1,200	1,200
Modem	1 sets	2,000	2,000
IBM Electronic Typewriter	1 sets	500	500
CAD Work Station & Plotter (Drawings)	1 sets	15,000	15,000
Photocopy machine (VIVACE 336, A3size)	1 sets	10,000	10,000
Fax machine (with 1 IDD direct line)	2 sets	1,550	3,100
Telephone with PABX Switchboard	1 sets	1,000	1,000
Telephone, Portable Cellular	1 sets	1,100	1,100
Radio (VHF Base)	1 sets	1,000	1,000
Radio (VHF Mobile)	2 sets	500	1,000
UPS Power Control Unit	3 sets	450	1,350
AVR Voltage Regulator	2 sets	450	900
Camera (35mm)	1 sets	600	600
35mm Slide Projector/Screen	1 sets	600	600
Overhead Projector	1 sets	450	450
Highway/Railway Curve Set	1 sets	450	450
Video camera and monitor set	1 sets	2,000	2,000
Planimeter	1 sets	500	500
Punching and binding machine	1 sets	600	600
Software for computers	6 set	1,000	6,000
Engineering Software	1 lot	10,000	10,000
SUB TOTAL - 1			77,650
2 OFFICE FURNITURE			
Desk and chair for consultants	35 units	300	10,500
Desk and chair for office staff	10 units	150	1,500
Computer table and chair	4 units	200	800
Reference table	1 units	250	250
Drafting table	4 units	150	600
Bookshelves	3 units	100	300
File cabinet	10 units	100	1,000
Flat file for drawings	3 units	100	300
Conference table (large size) with chairs	1 units	1,000	1,000
End table for sofa	2 units	100	200
Reception chair	2 units	300	600
Partitioning	3 units	200	600
Security station	1 units	250	250
Electric wiring & fixtures	1 units	1,000	1,000
Cupboard with glasses and cups	1 units	250	250
Potable water dispenser	2 units	600	1,200
Refrigerator	2 units	400	800
Air conditioner	8 units	1,200	9,600
Fire extinguisher	2 units	120	240
Trash Bin	10 units	5	50
SUB TOTAL - 2			31,040
Total (1 + 2)			108,690

Office Furniture & Equipment for Vinh Office

Procurement in Vietnam

(unit: US Dollar (\$))

	Quantity	price	Total Amount
1 OFFICE EQUIPMENT			
Personal computer (586 DX 100MHz, DT)	2 sets	2,000	4,000
Printer (HP Desk Jet 340C)	1 sets	1,800	1,800
Photocopy machine (VIVACE 336, A3size)	1 sets	10,000	10,000
Fax machine (with 1 IDD direct line)	1 sets	1,550	1,550
Telephone with PABX Switchboard	1 sets	1,000	1,000
AVR Voltage Regulator	1 sets	450	450
SUB TOTAL - 1			<u>18,800</u>
2 OFFICE FURNITURE			
Desk and chair for consultants	7 units	300	2,100
Desk and chair for office staff	4 units	150	600
Bookshelves	1 units	100	100
File cabinet	1 units	100	100
End table for sofa	1 units	100	100
Cupboard with glasses and cups	1 units	150	150
Potable water dispenser	1 units	600	600
Refrigerator	1 units	400	400
Air conditioner	3 units	1,200	3,600
Fire extinguisher	1 units	120	120
Trash Bin	3 units	5	15
SUB TOTAL - 2			<u>7,885</u>
Total (1 + 2)			26,685

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SPECIAL SURVEY STAGE
BREAKDOWN FOR REPORT PRINTING AND DOCUMENT PRODUCTION COSTS

	Unit Price	No. of Copies	Total
1 Inception Report (English)	\$30	20copies	\$600
2 Special Survey Report (English) (Main Report, Annex)	\$80	10copies	\$800
- Summary Report	\$10	10copies	\$100
3 Special Survey Report (Vietnamese)			
- Main Report	\$80	10copies	\$800
- Summary Report	\$10	20copies	\$200
		<u>Total</u>	<u>\$2,500</u>

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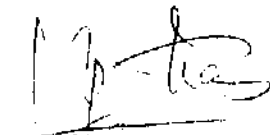
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B. DETAILED DESIGN STAGE

Foreign Cost Estimate for Nippon Koei Services (Expressed and Payable in Japanese Yen)

I. REMUNERATION (monthly billing rate) (breakdown as shown in Annex - B.1)	<u>¥42,411,500</u>
II. DIRECT COST	<u>¥16,639,952</u>
1. International Mobilization & Demobilization	<u>¥2,130,726</u>
i) Int'l Airfare, ticket purchased outside of Viet Nam (reimbursable) Tokyo - Hanoi ¥165,500 x 5trips (one-way trip, business class)	(¥827,500)
ii) Int'l Airfare, ticket purchased in Viet Nam (reimbursable) Hanoi - Tokyo ¥96,052 x 6trips (one-way trip, business class) Hanoi - Tokyo ¥192,104 x 1trip (round trip, business class)	(¥576,312) (¥192,104)
iii) Excess Baggage Charge in Abroad (lump sum) Tokyo - Hanoi ¥2,094 x 10kg x 6trips	(¥125,640)
iv) Excess Baggage Charge in Hanoi (lump sum) Hanoi - Tokyo ¥5,310 x 1 piece x 7trips	(¥37,170)
v) Mobilization Cost in Home Country (lump sum) ¥62,000 x 6trips	(¥372,000)
2. International Communication Cost (lump sum) (Telephone, Fax & DHL for foreign consultants) ¥150,000 x 3months	<u>¥450,000</u> (¥450,000)
3. International Transportation Cost (lump sum) (air cargo for reference data, equipment, etc.)	<u>¥258,800</u>
4. Overseas Observation Study Tour -1 (7 persons for 2weeks) (breakdown and payment terms as shown in Annex - B.2)	<u>¥8,580,426</u>
5. Per Diem Allowance and Accommodation Cost (lump sum)	<u>¥5,220,000</u>
Perdiem Allowance for Expatriate Experts ¥12,000 x 435man-day	(¥5,220,000)
TOTAL (I+II)	<u>¥59,051,452</u>

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B. DETAILED DESIGN STAGE

Foreign Cost Estimate for Louis Berger Services (Expressed and Payable in US Dollars)

I. REMUNERATION (monthly billing rate)	\$459,532
(breakdown as shown in Annex - B.1)	
II. DIRECT COST	\$128,232
1. International Mobilization & Demobilization	\$43,232
i) Int'l Airfare, ticket purchased outside of Viet Nam (reimbursable) Washington D.C. - Hanoi \$2,134 x 4trips (one-way trip, business class)	(\$8,536)
ii) Int'l Airfare, ticket purchased in Viet Nam (reimbursable) Hanoi - Washington D.C. \$1,916 x 8trips (one-way trip, business class) Hanoi - Washington D.C. \$3,824 x 4trips (round trip, business class)	(\$15,328) (\$15,296)
iii) Excess Baggage Charge in Abroad (lump sum) Washington D.C. - Hanoi \$117 x 2 pieces x 8trips	(\$1,872)
iv) Excess Baggage Charge in Hanoi (lump sum) Hanoi - Washington D.C. \$5 x 10kg x 12trips	(\$600)
v) Mobilization Cost in Home Country (lump sum) \$200 x 8trips	(\$1,600)
2. Per Diem Allowance and Accommodation Cost (lump sum)	\$73,000
i) Enroute Perdiem to/from Vietnam \$150/day x 20man-day	(\$3,000)
ii) Perdiem allowance for expatriate experts \$100/day x 700man-day	(\$70,000)
3. Landscape Design by Computer Graphic (lump sum)	\$12,000
(Bridge and Tunnel Entrance) \$3,000 x 4 cases	(\$12,000)
TOTAL (I+II)	\$587,764

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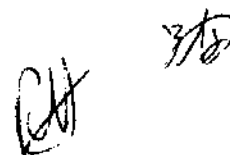
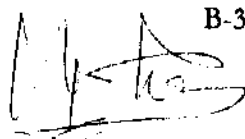
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B. DETAILED DESIGN STAGE

Local Cost Estimate

(Expressed in US Dollars and Payable in Vietnamese Dong)

I. REMUNERATION (monthly billing rate)		<u>\$73,150</u>
	\$950 x 77M/M	(\$73,150)
II. DIRECT COST		<u>\$552,334</u>
1. Transportation Cost		\$385,044
i) Vehicle Purchase (Procurement in Vietnam, reimbursable)		
Sedan: Toyota Crown Royal		
	\$70,000 x 3 vehicles	(\$210,000)
Mini Bus (15 seats) : Toyota Hiace		
	\$29,000 x 1 vehicle	(\$29,000)
4WD : Pajero		
	\$58,000 x 2 vehicles	(\$116,000)
Motorcycle :		
	\$3,000 x 3 vehicles	(\$9,000)
ii) Vehicle Rental Cost including driver and fuel (lump sum)		
4WD:		
	\$1,300 x 1 vehicle x 2 months	(\$2,600)
iii) Vehicle Operation Cost (drivers, gasoline, insurance, etc., lump sum)		
	\$800 x 5 vehicles x 3 months	(\$12,000)
iv) Domestic Transportation (reimbursable)		
Hanoi - Da Nang (including 1 duty trip for Project Manager)		
Expatriate Experts		
round :	\$206 x 14trips	(\$2,884)
one way :	\$103 x 5trips	(\$515)
Local Experts		
round :	\$100 x 16trips	(\$1,600)
one way :	\$50 x 6trips	(\$300)
Da Nang - Vinh (duty trip)		
Expatriate Experts		
	\$150 x 3trips	(\$450)
Local Experts		
	\$75 x 3trips	(\$225)
v) Transportation of between Airport and City (lump sum)		
	\$10 x 47trips	(\$470)



2. Office Rental Expenses (lump sum)		\$14,400
Project Management Office in Da Nang (400m ²)		
\$4,800/month x 3months		(\$14,400)
3. Office Running Cost (lump sum)		\$3,060
i) Office Supplies and Utility Cost		
\$720/month x 3months		(\$2,160)
ii) Domestic Communication Cost		
\$300/month x 3months		(\$900)
4. Supporting Staff (lump sum)		\$13,200
i) Administrator	\$450 x 1prsn x 3M/M	(\$1,350)
ii) Accountant	\$450 x 1prsn x 3M/M	(\$1,350)
iii) Bilingual Secretary	\$450 x 2prsns x 3M/M	(\$2,700)
iv) Word Processor/Typist	\$400 x 1prsn x 3M/M	(\$1,200)
v) CAD Specialist	\$450 x 3prsns x 4M/M	(\$5,400)
vi) Receptionist/Communication	\$200 x 1prsn x 3M/M	(\$600)
vii) Utility Man/Janitor	\$200 x 1prsn x 3M/M	(\$600)
5. Printing & Reproduction Cost (lump sum)		\$13,580
(breakdown as shown in Annex - B.4)		
6. Subletting Cost of Detailed Design to Local Consultants (lump sum)		\$23,500
(Operation & Maintenance Building and Office)		
7. Cost of Surveys and Investigations (lump sum)		\$41,800
(breakdown as shown in Annex - B.4)		
i) Topographic Survey for Bridge Design (1/500)		(\$5,600)
ii) Topographic Survey for Road Design (1/1000)		(\$14,800)
iii) Soil & Material Investigation		(\$4,400)
iv) Environmental Survey		(\$17,000)
8. Out-of station allowance for Local Consultant (lump sum)		\$57,750
\$25/day x 30days x 77.0M/M		(\$57,750)
TOTAL (I + II)		\$625,484

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REMUNERATION FOR FOREIGN ENGINEER

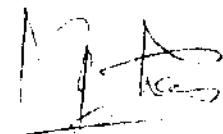
Detailed Design Stage

Consultant:		Nippon Koei Co., Ltd.		(unit: Japanese Yen(¥))	
Name	Position	Number of M/M	Monthly rate	Total Amount	
1. Koichi Tanuma	Project Manager/Highway Engineer	3.0	2,956,000	8,868,000	
2. Takeo Kozawa	Construction Planner	2.0	2,701,000	5,402,000	
3. Tsutomu Yamamoto	Cost Estimator	3.0	2,762,000	8,286,000	
4. Hikohiro Nakamura	Document Specialist	2.0	2,701,000	5,402,000	
5. Seiju Ikeda	Material Engineer	2.0	2,568,000	5,136,000	
6. Akio Nakamura	Transport Economist	1.0	2,709,000	2,709,000	
7. Hiroshi Hasegawa	Environmental Specialist	1.5	2,435,000	3,652,500	
8. Hiroki Shinkai	Nippon Koei Project Coordinator	0.5	2,956,000	1,478,000	
9. Toru Kawakami	Nippon Koei Training Specialist	0.5	2,956,000	1,478,000	
Sub-total		15.5		42,411,500	

Consultant:		Louis Berger International Inc.		(unit: US Dollar(\$))	
Name	Position	Number of M/M	Monthly rate	Total Amount	
1. Guy Baker	Tunnel Engineer	4.0	19,189	76,756	
2. Bradford Townsend	Geotechnical Engineer	2.0	17,813	35,626	
3. Raymond Hawes	Sr. Bridge Engineer	3.0	15,168	45,504	
4. Frank Cencula	Electrical Engineer (Power)	3.0	20,459	61,377	
5. Paul Strong	Electrical Engineer (Systems)	3.0	19,189	57,567	
6. James Fawcus	Mechanical Engineer	4.0	20,459	81,836	
7. Jin Fan	Traffic Engineer	2.0	10,688	21,376	
8. Audie Pineda	Highway / CAD Engineer	3.0	9,352	28,056	
9. Leroy Purifoy	Louis Berger Project Coordinator	0.5	20,930	10,465	
10. Raymond Miller	Geotechnical Engineer	1.0	20,261	20,261	
11. Gilbert Bonforte	Tunnel Specialist	0.5	21,375	10,688	
12. Richard Hirsh	Louis Berger Training Specialist	0.5	20,040	10,020	
Sub-total		26.5		459,532	

Breakdown of Overseas Observation Study Tour -1

I. Cost of Trainees		<u>¥7,440,426</u>
1	International Airfare (reimbursable) (Hanoi-USA-Tokyo-H.K-Hanoi, round trip) ¥486,986 x 7trips	¥3,408,902 (¥3,408,902)
2	Preparatory allowance (lump sum) ¥20,000 x 7trips	¥140,000 (¥140,000)
3	Excess Baggage Charge (lump sum) (Hanoi-USA) ¥590 x 10kg x 7trips (USA-Tokyo) ¥11,092 x 1 piece x 7trips (Tokyo-H.K-Hanoi) ¥2,094 x 10kg x 7trips	¥265,524 (¥41,300) (¥77,644) (¥146,580)
4	Transportation Cost in Abroad (lump sum) (USA) ¥50,000 x 7persons (Japan) ¥50,000 x 7persons	¥700,000 (¥350,000) (¥350,000)
5	Per diem (lump sum) ¥12,000 x 14days x 7persons	¥1,176,000 (¥1,176,000)
6	Accommodation Allowance (lump sum) (USA) ¥125,000 x 7persons (Japan) ¥125,000 x 7persons	¥1,750,000 (¥875,000) (¥875,000)
II. Cost for Consultants		<u>¥1,140,000</u>
1	Per diem/Accommodation Allowance for Site Visit (lump sum) (Louis Berger) ¥120,000 x 1person (Nippon Koei) ¥120,000 x 1person	¥240,000 (¥120,000) (¥120,000)
2	Transportation Cost for Site Visit (lump sum) (Louis Berger) ¥50,000 x 1person (Nippon Koei) ¥50,000 x 1person	¥100,000 (¥50,000) (¥50,000)
3	Training Materials, Text, etc. (lump sum) (Louis Berger) ¥25,000 x 6persons (Nippon Koei) ¥25,000 x 6persons	¥300,000 (¥150,000) (¥150,000)
4	Trainer/Lecturer (lump sum) (Louis Berger) ¥50,000 x 5hours (Nippon Koei) ¥50,000 x 5hours	¥500,000 (¥250,000) (¥250,000)
Total of I + II		¥8,580,426




**BREAKDOWN FOR
REPORT PRINTING AND DOCUMENT PRODUCTION COSTS**

Detailed Design Stage

	Unit Price	No. of Copies		Total
I. English Version				
1 Detailed Design Report (Main Report)	\$50	20copies		\$1,000
2 Detailed Design Report (Annex)	\$60	20copies		\$1,200
3 Draft Pre-Qualification Documents	\$30	10copies	x 4 lots	\$1,200
4 Final Pre-Qualification Documents	\$30	10copies	x 4 lots	\$1,200
5 Draft Tender Documents (Main)	\$50	10copies	x 4 lots	\$2,000
6 Draft Tender Documents (Data)	\$30	10copies	x 4 lots	\$1,200
7 Final Tender Documents (Main)	\$60	15copies	x 4 lots	\$3,600
8 Final Tender Documents (Data)	\$30	15copies	x 4 lots	\$1,800
9 Monthly Report	\$10	10copies	x 3 months	\$300
Sub-total of I				\$13,500
II. Vietnamese Version				
10 Detailed Design Report (Main Report)	\$50	1copies		\$50
11 Monthly Report	\$10	1copies	x 3 months	\$30
Sub-total of II				\$80
Grand Total of I + II				\$13,580

Breakdown of Survey and Investigation

	<u>unit</u>	<u>Quantity</u>		<u>unit price</u>	<u>Amount</u>
i) Topographic Survey for Bridge Design (1/500) using Total Station	ha	14	(1,400 m long x 100 m wide)	400	\$5,600
ii) Topographic Survey for Road Design (1/1,000) using Total Station	ha	37	(7,400 m long x 50 m wide)	400	\$14,800
iii) Soil and Material Investigation					
Pavement materials	sample	4	(2 samples x 2 places)	300	1,200
Sub-grade materials	sample	4	(2 samples x 2 places)	300	1,200
Concrete materials	sample	4	(2 samples x 2 places)	500	2,000
			Total		\$4,400
iv) Environmental Survey					
General items	sample	4	(2 samples x 2 places)	120	480
Items of living environment	sample	4	(2 samples x 2 places)	960	3,840
Items of human health	sample	4	(2 samples x 2 places)	3,170	12,680
			Total		\$17,000

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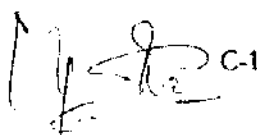
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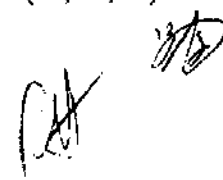
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C. TENDERING & CONSTRUCTION SUPERVISION STAGE

Foreign Cost Estimate for Nippon Koei Services (Expressed and Payable in Japanese Yen)

I. REMUNERATION (monthly billing rate)		¥282,073,000
(breakdown as shown in Annex - C.1)		
II. DIRECT COST		¥50,458,480
1. International Mobilization & Demobilization		¥6,121,464
i) Int'l Airfare, ticket purchased outside of Viet Nam (reimbursable)		
Tokyo - Hanoi (one-way trip, business class)		
Experts :	¥165,500 x 6trips	(¥993,000)
Spouse :	¥165,500 x 2trips	(¥331,000)
Children :	¥82,800 x 4trips	(¥331,200)
ii) Int'l Airfare, ticket purchased in Viet Nam (reimbursable)		
Hanoi - Tokyo (one-way trip, business class)		
Experts :	¥96,052 x 7trips	(¥672,364)
Spouse :	¥96,052 x 2trips	(¥192,104)
Children :	¥54,310 x 4trips	(¥217,240)
Hanoi - Tokyo (round trip, business class)		
Experts :	¥192,104 x 9trips	(¥1,728,936)
iii) Excess Baggage Charge in Abroad (unit rate)		
Tokyo - Hanoi		
Experts :	@¥2,094 x 10kg x 15trips	(¥314,100)
Spouse :	@¥2,094 x 5kg x 2trips	(¥20,940)
iv) Excess Baggage Charge in Hanoi (unit rate)		
Hanoi - Tokyo		
Experts :	@¥5,310 x 1piece x 16trips	(¥84,960)
Spouse :	@¥5,310 x 1piece x 2trips	(¥10,620)
v) Mobilization Cost in Home Country (unit rate)		
Experts :	@¥62,000 x 15trips	(¥930,000)
Spouse :	@¥62,000 x 2trips	(¥124,000)
vi) Unaccompanied Baggage Cost (unit rate)		
Tokyo to Hanoi		
¥1,360 x 50kg x 2prsns x 1way		(¥136,000)
Hanoi to Tokyo		
¥350 x 50kg x 2prsns x 1way		(¥35,000)
2. International Communication Cost (unit rate)		¥7,150,000
(Telephone, Fax & DHL for foreign consultants)		
Tendering Stage		
@¥50,000 x 5months		(¥250,000)
Construction Supervision Stage		
@¥150,000 x 46months		(¥6,900,000)

 C-1



3. Overseas Observation Study Tour -2 (12 persons for 4 weeks)		¥19,271,016
(breakdown as shown in Annex - C.2)		
4. Per Diem Allowance (unit rate)		¥16,416,000
i) Perdiem Allowance for Short Term Expatriate Experts		
@¥12,000/day x 360man-day	(¥4,320,000)	
ii) Perdiem Allowance for Long Term Expatriate Experts before contractor's mobilization		
@¥12,000/day x 270man-day	(¥3,240,000)	
iii) Perdiem Allowance for Long Term Expatriate Experts after contractor's mobilization		
@¥3,600/day x 2,460man-day	(¥8,856,000)	
<i>Accommodation for long term expatriate experts for construction supervision shall be provided by contractor.</i>		
5. Computer Analysis & Model Test (lump sum)		¥1,500,000
Ground Looseness Analysis	10 sections	(¥1,500,000)
TOTAL (I+II)		<u>¥332,531,480</u>
III. PROVISIONAL SUM FOR 2% ANNUAL PRICE ESCALATION		<u>¥13,816,000</u>
TOTAL (I+II+III)		<u>¥346,347,480</u>

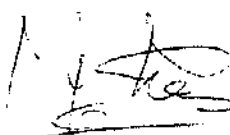
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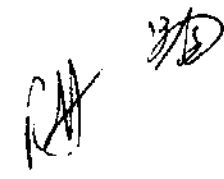
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C. TENDERING & CONSTRUCTION SUPERVISION STAGE

Foreign Cost Estimate for Louis Berger Services (Expressed and Payable in US Dollars)

I. REMUNERATION (monthly billing rate)	\$1,770,250
(breakdown as shown in Annex - C.1)	
II. DIRECT COST	\$239,559
1. International Mobilization & Demobilization	\$88,249
i) Int'l Airfare, ticket purchased outside of Viet Nam (reimbursable)	
Washington D.C. - Hanoi (one-way trip, business class)	
Experts : \$2,134 x 5trips	(\$10,670)
Spouse : \$2,134 x 2trips	(\$4,268)
Children : \$1,430 x 4trips	(\$5,720)
ii) Int'l Airfare, ticket purchased in Viet Nam (reimbursable)	
Hanoi - Washington D.C. (one-way trip, business class)	
Experts : \$1,893 x 5trips	(\$9,465)
Spouse : \$1,893 x 2trips	(\$3,786)
Children : \$1,269 x 4trips	(\$5,076)
Hanoi - Washington D.C. (round trip, business class)	
Experts : \$3,786 x 8trips	(\$30,288)
iii) Excess Baggage Charge in Abroad (unit rate)	
Washington D.C. - Hanoi	
Experts : @ \$117 x 2pieces x 13trips	(\$3,042)
Spouse : @ \$117 x 1piece x 2trips	(\$234)
iv) Excess Baggage Charge in Hanoi (unit rate)	
Hanoi - Washington D.C.	
Experts : @ \$5 x 10kg x 13trips	(\$650)
Spouse : @ \$5 x 5kg x 2trips	(\$50)
v) Mobilization Cost in Home Country (unit rate)	
Experts : @ \$200 x 13trips	(\$2,600)
Spouse : @ \$200 x 2trips	(\$400)
vi) Shipping Allowance for the Long Term Assignment (unit rate)	
Washington D.C. to Hanoi	
Experts : @ \$3,000 x 2persons	(\$6,000)
Hanoi to Washington D.C.	
Experts : @ \$3,000 x 2persons	(\$6,000)

 C-3



2. Per Diem Allowance (unit rate)

\$151,310

- i) Enroute Perdiem to/from Vietnam
@ \$150/day x 26man-day (\$3,900)
- ii) Perdiem Allowance for Short Term Expatriate Experts
@ \$100/day x 798man-day (\$79,800)
- iii) Perdiem Allowance for Long Term Expatriate Experts before contractor's mobilization
@ \$100/day x 149man-day (\$14,900)
- iv) Perdiem Allowance for Long Term Expatriate Experts after contractor's mobilization
@ \$30/day x 1,757man-day (\$52,710)

Accommodation for long term expatriate experts for construction supervision shall be provided by contractor.

TOTAL (I+II)

\$2,009,809

III. PROVISIONAL SUM FOR 2 % ANNUAL PRICE ESCALATION

\$224,715

TOTAL (I+II+III)

\$2,234,524

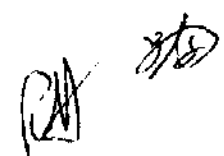
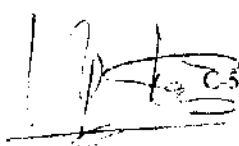
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C. TENDERING & CONSTRUCTION SUPERVISION STAGE

Local Cost Estimate (Expressed in US Dollars and Payable in Vietnamese Dong)

I. REMUNERATION (monthly billing rate)		\$342,000
	\$950 x 360M/M	(\$342,000)
II. DIRECT COST		\$1,101,716
1. Transportation Cost		\$46,456
i) Vehicle Operation Cost for tendering stage (drivers, gasoline, insurance, etc., unit rate)		
	@ \$800 x 3 vehicles x 7 months	(\$16,800)
<i>Contractor shall provide vehicles including driver and operation cost for construction supervision stage.</i>		
ii) Domestic Transportation (reimbursable)		
Hanoi - Da Nang (including 10 duty trip for Project Manager)		
Expatriate Experts		
round :	\$206 x 46trips	(\$9,476)
Local Experts		
round :	\$100 x 41trips	(\$4,100)
Da Nang - Vinh (duty trip)		
Expatriate Experts :	\$150 x 36trips	(\$5,400)
Local Staff :	\$75 x 36trips	(\$2,700)
iii) Transportation of between Airport and City (lump sum)		
	@ \$10 x 318trips	(\$3,180)
iv) Hotel Room Charge for Duty Trip (lump sum)		
Expatriate Experts		
Hanoi	@ \$60 x 2 nights x 10trips	(\$1,200)
Vinh	@ \$50 x 2 nights x 36trips	(\$3,600)
2. Office Rental Expenses (lump sum).		\$224,400
i) Project Management Office in Da Nang (400 m ²)		
	\$4,800/month x 46months	(\$220,800)
ii) Short Term Office for Tendering in Vinh (60m ²)		
	\$720/month x 5months	(\$3,600)
<i>Two site offices and a laboratory for construction supervision shall be constructed and equipped by Contractor.</i>		
3. Office Running Cost (unit rate)		\$33,360
i) Office Supplies and Utility Cost for Da Nang Office		
	@\$360/month x 46months	(\$16,560)
ii) Office Supplies and Utility Cost for Vinh Office		
	@\$300/month x 5months	(\$1,500)
iii) Domestic Communication Cost		
	@\$300/month x 51months	(\$15,300)
<i>Office running cost for site offices shall be paid by contractor.</i>		



4. Office Supporting Staff (unit rate)		\$189,200
<u>Da Nang Office</u>		\$140,300
i) Administrator	@ \$450 x 1prsn x 46M/M	(\$20,700)
ii) Accountant	@ \$450 x 1prsn x 46M/M	(\$20,700)
iii) Bilingual Secretary	@ \$450 x 1prsn x 46M/M	(\$20,700)
iv) Word Processor/Typist	@ \$400 x 1prsn x 46M/M	(\$18,400)
v) CAD Specialist	@ \$450 x 2prsns x 46M/M	(\$41,400)
vi) Receptionist/Communication	@ \$200 x 1prsn x 46M/M	(\$9,200)
vii) Utility Man/Janitor	@ \$200 x 1prsns x 46M/M	(\$9,200)
<u>Vinh Office</u>		\$7,500
i) Administrator	@ \$450 x 1prsn x 5M/M	(\$2,250)
ii) Bilingual Secretary	@ \$450 x 1prsn x 5M/M	(\$2,250)
iii) Word Processor/Typist	@ \$400 x 1prsn x 5M/M	(\$2,000)
iv) Utility Man/Janitor	@ \$200 x 1prsn x 5M/M	(\$1,000)
<u>Site Offices</u>		\$41,400
i) Bilingual Secretary/Typist	@ \$450 x 2prsns x 46M/M	(\$41,400)
6. Technical Field Supporting Staff (unit rate)		\$204,800
i) Inspector for Tunnel Work	@ \$800 x 4prsns x 36M/M	(\$115,200)
ii) Inspector for Bridge Work	@ \$800 x 2prsns x 28M/M	(\$44,800)
iii) Inspector for Road Work	@ \$800 x 2prsns x 28M/M	(\$44,800)
<i>Assistant Surveyors and Laboratory Technicians shall be provided by contractors as required.</i>		
7. Printing & Reproduction Cost (lump sum) (breakdown as shown in Annex - C.3)		\$11,700
8. In Country Training Seminars (lump sum)		\$45,000
	\$15,000 x 3 times	(\$45,000)
9. Out-of-station Allowance (unit rate)		\$346,800
i) Local Consultant	@ \$25/day x 30days x 360M/M	(\$270,000)
ii) Inspector	@ \$10/day x 30days x 256M/M	(\$76,800)
TOTAL (I + II)		\$1,443,716
III. PR PROVISIONAL SUM FOR 2% ANNUAL PRICE ESCALATION		\$36,854
TOTAL (I + II + III)		\$1,480,570

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REMUNERATION FOR FOREIGN ENGINEER
Tendering & Construction Supervision Stage

Consultant: Nippon Koei Co., Ltd.

(unit: Japanese Yen (¥))

Name	Position	Number of M/M	B/R	Total Amount
1. Koichi Tanuma	Project Manager/Highway Engineer	5.0	2,956,000	14,780,000
2. Hiroshi Onodera	Project Manager/Resident Engineer	47.0	2,909,000	136,723,000
3. Seiju Ikeda	Material Engineer	4.0	2,568,000	10,272,000
4. Ichizuru Ishimoto	Construction Engineer	45.0	2,368,000	106,560,000
5. Hiroshi Hasegawa	Environmental Specialist	2.0	2,435,000	4,870,000
6. Hiroki Shinkai	Nippon Koei Project Coordinator	1.5	2,956,000	4,434,000
7. Toru Kawakami	Nippon Koei Training Specialist	1.5	2,956,000	4,434,000
Sub-total		106.0		282,073,000

Consultant: Louis Berger International Inc.

(unit: US Dollar (\$))

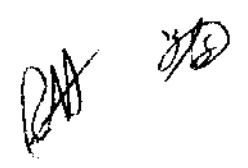
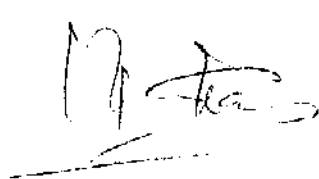
Name	Position	Number of M/M	B/R	Total Amount
1. Guy Baker	Tunnel Engineer	36.0	19,189	690,804
2. Raymond Hawes	Sr. Bridge Engineer	28.0	15,168	424,704
3. Frank Cencula	Electrical Engineer (Power)	9.0	20,459	184,131
4. Paul Strong	Facilities and O&M Electrical Eng.	9.0	19,189	172,701
5. James Fawcus	Facilities and O&M Mechanical Eng.	9.0	20,459	184,131
6. Leroy Purifoy	Louis Berger Project Coordinator	1.5	20,930	31,395
7. Raymond Miller	Geotechnical Engineer	1.0	20,261	20,261
8. Gilbert Bonforte	Tunnel Specialist	1.5	21,375	32,063
9. Richard Hirsh	Louis Berger Training Specialist	1.5	20,040	30,060
Sub-total		96.5		1,770,250

Breakdown of Overseas Observation Study Tour -2

I. Cost of Trainees			<u>¥17,051,016</u>
1	International Airfare (reimbursable) (Hanoi-USA-Tokyo-H.K-Hanoi, round trip) ¥486,986 x 12trips	(¥5,843,832)	¥5,843,832
2	Preparatory allowance (lump sum) ¥20,000 x 12trips	(¥240,000)	¥240,000
3	Excess Baggage Charge (lump sum) (Hanoi-USA) ¥590 x 10kg x 12trips (USA-Tokyo) ¥11,092 x 1 piece x 12trips (Tokyo-H.K-Hanoi) ¥2,094 x 10kg x 12trips	(¥70,800) (¥133,104) (¥251,280)	¥455,184
4	Transportation Cost in Abroad (lump sum) (USA) ¥75,000 x 12persons (Japan) ¥75,000 x 12persons	(¥900,000) (¥900,000)	¥1,800,000
5	Per diem (lump sum) ¥12,000 x 28days x 12persons	(¥4,032,000)	¥4,032,000
6	Accommodation Allowance (lump sum) (USA) ¥15,000 x 13days x 12persons (Japan) ¥15,000 x 13days x 12persons	(¥2,340,000) (¥2,340,000)	¥4,680,000
II. Cost for Consultants			<u>¥2,220,000</u>
1	Per diem/Accommodation Allowance for Site Visit (lump sum) (Louis Berger) ¥20,000 x 13days x 1person (Nippon Koei) ¥20,000 x 13days x 1person	(¥260,000) (¥260,000)	¥520,000
2	Transportation Cost for Site Visit (lump sum) (Louis Berger) ¥75,000 x 1person (Nippon Koei) ¥75,000 x 1person	(¥75,000) (¥75,000)	¥150,000

ANNEX - C.2

3	Training Materials, Text, etc. (lump sum)		¥550,000
	(Louis Berger)		
	¥25,000 x 11persons	(¥275,000)	
	(Nippon Koei)		
	¥25,000 x 11persons	(¥275,000)	
4	Trainer/Lecturer (lump sum)		¥1,000,000
	(Louis Berger)		
	¥50,000 x 10hours	(¥500,000)	
	(Nippon Koei)		
	¥50,000 x 10hours	(¥500,000)	

Total of I + II**¥19,271,016**

BREAKDOWN FOR REPORT PRINTING AND DOCUMENT PRODUCTION COSTS

	Unit Price	No. of Copies			Total
<u>Tendering Stage</u>					
1 Pre-Qualification Evaluation Report	\$30	10copies	x	4 lots	\$1,200
2 Tender Evaluation Report	\$40	10copies	x	4 lots	\$1,600
3 Monthly Report	\$10	10copies	x	5months	\$500
				Sub-Total	\$3,300
<u>Construction Supervision Stage</u>					
1 Monthly Construction Progress Report	\$10	10copies	x	46 months	\$4,600
2 Final Construction Report	\$40	10copies			\$400
3 Training Report	\$40	10copies			\$400
4 Project Completion Report (English)	\$50	10copies			\$500
5 Project Completion Report (Vietnamese)	\$50	10copies			\$500
6 Operation and Maintenance Manual (English)	\$50	10copies			\$500
7 Operation and Maintenance Manual (Vietnamese)	\$50	10copies			\$500
8 Safety Condition Manual (English)	\$50	10copies			\$500
9 Safety Condition Manual (Vietnamese)	\$50	10copies			\$500
				Sub-Total	\$8,400
				<u>Grand Total</u>	<u>\$11,700</u>

**Breakdown of Annual Escalation
Tendering and Construction Supervision Stage
Billing Rate for Foreign Consultants**

Expressed in Japanese ¥

Nippon Koei Co., Ltd.

Position	Name	Billing Rate						Man-Month						Remuneration for Each Year					Total Amount	Amount w/o Escal.
		1997	1998	1999	2000	2001	2002	97	98	99	00	01	Total	1997	1998	1999	2000	2001		
Koichi Tanuma	Project Manager/Highway	2,956,000	3,015,120	3,075,422	3,136,930	3,199,669	3,263,662	5.0	0.0	0.0	0.0	0.0	5.0	14,780,000	0	0	0	0	14,780,000	14,780,000
Hiroshi Onodera	Project Manager/Resdt Engr.	2,909,000	2,967,180	3,026,524	3,087,054	3,148,795	3,211,771	1.0	12.0	12.0	12.0	10.0	47.0	2,909,000	35,606,160	36,318,288	37,044,648	31,487,950	143,366,046	136,723,000
Seiju Ikeda	Material Engineer	2,568,000	2,619,360	2,671,747	2,725,182	2,779,686	2,835,280	0.0	2.0	2.0	0.0	0.0	4.0	0	5,238,720	5,343,494	0	0	10,582,214	10,272,000
Ichizuru Ishimoto	Construction Engineer	2,368,000	2,415,360	2,463,667	2,512,940	2,563,199	2,614,463	0.0	12.0	12.0	12.0	9.0	45.0	0	28,984,320	29,564,004	30,155,280	23,068,791	111,772,395	106,560,000
Hiroshi Hasegawa	Hiroshi Hasegawa	2,435,000	2,483,700	2,533,374	2,584,041	2,635,722	2,688,436	0.0	1.0	0.0	0.0	1.0	2.0	0	2,483,700	0	0	2,635,722	5,119,422	4,870,000
Hiroki Shinkai	Project Coordinator	2,956,000	3,015,120	3,075,422	3,136,930	3,199,669	3,263,662	1.5	0.0	0.0	0.0	0.0	1.5	4,434,000	0	0	0	0	4,434,000	4,434,000
Toru Kawakami	Training Specialist	2,956,000	3,015,120	3,075,422	3,136,930	3,199,669	3,263,662	0.5	0.5	0.5	0.0	0.0	1.5	1,478,000	1,507,560	1,537,711	0	0	4,523,271	4,434,000
								8.0	27.5	26.5	24.0	20.0	106.0	23,601,000	73,820,460	72,763,497	67,199,928	57,192,463	294,577,348	282,073,000

Amount of Escalation 12,504,348

Expressed in US \$

Louis Berger International Inc.

Position	Name	Billing Rate						Man-Month						Remuneration for Each Year					Total Amount	Amount w/o Escal.
		1997	1998	1999	2000	2001	2002	97	98	99	00	01	Total	1997	1998	1999	2000	2001		
Guy Baker	Tunnel Engr.	19,189	19,573	19,964	20,363	20,770	21,185	1.0	12.0	12.0	11.0	0.0	36.0	19,189	234,876	239,568	223,993	0	717,626	690,804
Raymond Hawes	Sr. Bridge Engr.	15,168	15,471	15,780	16,096	16,418	16,746	0.0	6.0	12.0	10.0	0.0	28.0	0	92,826	189,360	160,960	0	443,146	424,704
Frank Cercuta	Electrical Engr. (power)	20,459	20,868	21,285	21,711	22,145	22,588	0.0	0.0	0.0	2.0	7.0	9.0	0	0	0	43,422	155,015	198,437	184,131
Paul Strong	Facilities and O&M Electr.	19,189	19,573	19,964	20,363	20,770	21,185	0.0	0.0	0.0	2.0	7.0	9.0	0	0	0	40,726	145,390	186,116	172,701
James Fawcus	Facilities and O&M Mecha.	20,459	20,868	21,285	21,711	22,145	22,588	0.0	0.0	0.0	2.0	7.0	9.0	0	0	0	43,422	155,015	198,437	184,131
Leroy Purifoy	Project Coordinator	20,930	21,349	21,776	22,212	22,656	23,109	1.5	0.0	0.0	0.0	0.0	1.5	31,395	0	0	0	0	31,395	31,395
Raymond Miller	Geotechnical Engr.	20,261	20,668	21,079	21,501	21,931	22,370	1.0	0.0	0.0	0.0	0.0	1.0	20,261	0	0	0	0	20,261	20,261
Gilber Bonforte	Tunnel Specialist	21,375	21,803	22,239	22,684	23,138	23,601	1.5	0.0	0.0	0.0	0.0	1.5	32,063	0	0	0	0	32,063	32,063
Richard Hirsch	Training Specialist	20,040	20,441	20,850	21,267	21,692	22,128	1.0	0.5	0.0	0.0	0.0	1.5	20,040	10,221	0	0	0	30,261	30,060
								6.0	18.5	24.0	27.0	21.0	96.5	122,948	337,923	428,928	512,523	455,420	1,857,742	1,770,250

Amount of Escalation 87,493

**Breakdown of Annual Escalation
Tendering and Construction Supervision Stage**

Billing Rate for Local Consultants

Expressed in US \$

TEDI

	Billing Rate					Man-Month						Remuneration for Each Year					Total Amount	Amount w/o Escal.
	1997	1998	1999	2000	2001	97	98	99	00	01	Total	1997	1998	1999	2000	2001		
Average Rate	950	969	988	1,008	1,028	13.0	82.0	87.0	114.0	64.0	360.0	12,350	79,458	85,956	114,912	65,792	358,468	342,000
						13.0	82.0	87.0	114.0	64.0	360.0	12,350	79,458	85,956	114,912	65,792	358,468	342,000

Amount of Escalation

16,468

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1997 = Oct. 1997 to Sep. 1998; 1998 = Oct. 1998 to Sep. 1999; 1999 = Oct. 1999 to Sep. 2000
2000 = Oct. 2000 to Sep. 2001; 2001 = Oct. 2001 to Sep. 2002

**Breakdown of Annual Escalation
Tendering and Construction Supervision Stage**

Unit Price / Reimbursable Cost in Foreign Cost Component (Japanese Yen)

	Unit Price					Quantity						Amount of Escalated Price					Total Amount	Total Amount w/o Escalator
	1997	1998	1999	2000	2001	1997	1998	1999	2000	2001	Total	1997	1998	1999	2000	2001		
1. International Mobilization & Demobilization																		
i) In/Fl Airfare, Ticketing in Abroad (reimbursable) Tokyo - Hanoi (one-way trip, business class)																		
Experts	165,500	168,810	172,186	175,630	179,143	1	3	1		1	6	165,500	506,430	172,186	0	179,143	1,023,259	993,008
Spouse	165,500	168,810	172,186	175,630	179,143	1	1				2	165,500	168,810	0	0	0	334,310	331,008
Children	82,800	84,456	86,145	87,868	89,625	2	2				4	165,600	168,912	0	0	0	334,512	331,208
ii) In/Fl Airfare, Ticketing in Vietnam (reimbursable) Hanoi - Tokyo (one-way trip, business class)																		
Experts	96,052	97,973	99,932	101,931	103,970	1	2	1		3	7	96,052	195,948	99,932	0	311,910	703,840	672,364
Spouse	96,052	97,973	99,932	101,931	103,970					2	2	0	0	0	0	207,940	207,940	192,104
Children	54,310	55,396	56,504	57,634	58,787					4	4	0	0	0	0	235,148	235,148	217,240
Hanoi - Tokyo (round trip, business class)																		
Experts	192,104	195,946	199,865	203,862	207,939		2	2	3	2	9	0	391,892	399,730	611,586	415,878	1,819,086	1,728,936
iii) Excess Baggage Charge in Abroad (unit rate) Tokyo - Hanoi																		
Experts	2,094	2,136	2,179	2,223	2,267	1	5	3	3	3	15	2,094	10,680	6,537	6,669	6,601	32,781	31,410
Spouse	2,094	2,136	2,179	2,223	2,267	1	1				2	2,094	2,136	0	0	0	4,230	4,168
iv) Excess Baggage Charge in Hanoi (unit rate) Hanoi - Tokyo																		
Experts	5,310	5,416	5,524	5,634	5,747	1	4	3	3	5	16	5,310	21,664	16,572	16,902	28,735	89,183	84,969
Spouse	5,310	5,416	5,524	5,634	5,747					2	2	0	0	0	0	11,494	11,494	10,620
v) Mobilization Cost in Home Country (unit rate)																		
Experts	62,000	63,240	64,505	65,795	67,111	1	5	3	3	3	15	62,000	316,200	193,515	197,385	201,333	970,433	930,000
Spouse	62,000	63,240	64,505	65,795	67,111	2					2	124,000	0	0	0	0	124,000	124,000
vi) Unaccompanied Baggage Cost (unit rate) Tokyo to Hanoi	1,360	1,387	1,415	1,443	1,472	1	1				2	1,360	1,387	0	0	0	2,747	2,720
Hanoi to Tokyo	350	357	364	371	378					2	2	0	0	0	0	756	756	700
2. International Communication Cost (unit rate)																		
Tendering Stage	50,000	51,000	52,020	53,060	54,121	5					5	250,000	0	0	0	0	250,000	250,000
Construction Supervision Stage	150,000	153,000	156,060	159,181	162,365	1	12	12	12	9	46	150,000	1,836,000	1,872,720	1,910,172	1,461,285	7,230,177	6,908,000
3. Overseas Observation Study Tour -2																		
1 International Airfare (reimbursable)	486,986	496,726	506,661	516,794	527,130		12				12	0	5,960,712	0	0	0	5,960,712	5,843,832
5. Per Diem Allowance (unit rate)																		
i) Per Diem Allowance for Short Term Expatriate	12,000	12,240	12,485	12,735	12,990	150	90	60		60	360	1,800,000	1,101,600	749,100	0	779,400	4,430,100	4,320,000
ii) Per Diem Allowance for Long Term Expatriate																		
Experts before contractor's mobilization	12,000	12,240	12,485	12,735	12,990	30	240				270	360,000	2,937,600	0	0	0	3,297,600	3,240,000
iii) Per Diem Allowance for Long Term Expatriate																		
Experts after contractor's mobilization	3,600	3,672	3,745	3,820	3,896		480	720	720	540	2460	0	1,762,560	2,696,400	2,750,400	2,103,840	9,313,200	8,856,000
Total												3,349,510	15,382,529	6,206,692	5,493,114	5,943,663	36,375,508	35,064,274

Amount of Price Escalation

1,311,234

Tendering and Construction Supervision Stage

Unit Rate / Reimbursable Cost in Foreign Cost Component (US Dollar)

	Unit Price					Quantity							Amount of Escorted Price					Total Amount	Total Amount w/o Escortation
	1997	1998	1999	2000	2001	1997	1998	1999	2000	2001	Total	1997	1998	1999	2000	2001			
1. International Mobilization & Demobilization																			
i) Int'l Airfare, Ticketing in Abroad (reimbursable)																			
WDC - Hanoi (one-way trip, business class)																			
Experts	2,134	2,177	2,221	2,265	2,310	1	1		3		5	2,134	2,177	0	6,795	0	11,106	16,670	
Spouse	2,134	2,177	2,221	2,265	2,310	1	1				2	2,134	2,177	0	0	0	4,311	4,268	
Children	1,430	1,459	1,488	1,518	1,548	2	2				4	2,860	2,918	0	0	0	5,778	5,720	
ii) Int'l Airfare, Ticketing in Vietnam (reimbursable)																			
Hanoi - WDC (one-way trip, business class)																			
Experts	1,893	1,931	1,970	2,009	2,049				2	3	5	0	0	0	4,018	6,147	10,165	9,165	
Spouse	1,893	1,831	1,970	2,009	2,049				2		2	0	0	0	4,018	0	4,018	3,785	
Children	1,269	1,294	1,320	1,346	1,373				4		4	0	0	0	5,384	0	5,384	5,076	
Hanoi - WDC (round trip, business class)	3,786	3,862	3,939	4,018	4,098		1	2	2	3	8	0	3,862	7,878	8,036	12,294	32,070	30,288	
iii) Excess Baggage Charge in Abroad (unit rate)																			
WDC - Hanoi																			
Experts	117	119	121	123	125	1	2	2	5	3	13	117	238	242	615	375	1,587	1,521	
Spouse	117	119	121	123	125	1	1				2	117	119	0	0	0	236	234	
iv) Excess Baggage Charge in Hanoi (unit rate)																			
Hanoi - WDC																			
Experts	50	51	52	53	54		1	2	4	6	13	0	51	104	212	324	691	650	
Spouse	25	26	27	28	29				2		2	0	0	0	56	0	56	50	
v) Mobilization Cost in Home Country (unit rate)																			
Experts	200	204	208	212	216	1	2	2	5	3	13	200	408	416	1,060	648	2,732	2,600	
Spouse	200	204	208	212	216	1	1				2	200	204	0	0	0	404	400	
vi) Shipping Allowance for the Long Term Assignment																			
WDC - Hanoi	3,000	3,060	3,121	3,183	3,247	1	1		2		4	3,000	3,060	0	6,366	0	12,426	12,900	
5. Per Diem Allowance																			
i) Enroute Perdiem to/from Vietnam																			
	150	153	156	159	162	1	3	4	9	9	26	150	459	624	1,431	1,458	4,122	3,900	
ii) Perdiem Allowance for Short Term Expatriate Experts																			
	100	102	104	106	108				177	621	798	0	0	0	18,762	67,068	85,830	79,800	
iii) Perdiem Allowance for Long Term Expatriate Experts before contractor's mobilization																			
	100	102	104	106	108	29	120				149	2,900	12,240	0	75,896	67,500	158,536	14,900	
vi) Perdiem Allowance for Long Term Expatriate Experts after contractor's mobilization																			
	30	31	32	33	34		416	716	625		1,757	0	12,896	22,912	0	0	35,808	52,110	
Total												13,812	46,809	32,176	132,649	155,814	375,260	238,038	

Amount of Price Escortation

137,222

**Breakdown of Annual Escalation
Tendering and Construction Supervision Stage**

Unit Rate / Reimbursable Cost in Local Cost Component

Expressed in US \$

Concerning section in Cost Estimate	Monthly Unit Rate Items	Unit Rate					Numbers of Items						Amount with Escalation					Amount without Escalation	
		1997	1998	1999	2000	2001	1997	1998	1999	2000	2001	Total	1997	1998	1999	2000	2001		Amount
		800	816	832	849	866	18 v/m	3 v/m				21 v/m	14,400	2,448	0	0	0	16,848	16,800
II - 1 - i)	Vehicle Operation Cost																		
II - 1 - ii)	Domestic Transportation																		
	Hanoi - Da Nang (round) Exp.	206	210	214	218	222	4 trips	12 trips	8 trips	11 trips	11 trips	46 trips	824	2,520	1,712	2,398	2,442	9,896	9,476
	Hanoi - Da Nang (round) Local	100	102	104	106	108	3 trips	10 trips	10 trips	14 trips	4 trips	41 trips	300	1,020	1,040	1,484	432	4,276	4,100
	Da Nang - Vinh (round) Exp.	75	77	79	81	83	2 trips	8 trips	9 trips	8 trips	9 trips	36 trips	150	616	711	648	747	2,872	2,700
	Da Nang - Vinh (round) Local	75	77	79	81	83	2 trips	8 trips	9 trips	8 trips	9 trips	36 trips	150	616	711	648	747	2,872	2,700
II - 4 - i)	Office Supply and Utility (Da Nang)	360	367	374	381	389	1 months	12 months	12 months	12 months	9 months	46 months	360	4,404	4,468	4,572	3,501	17,325	16,560
II - 4 - ii)	Office Supply and Utility (Vinh)	300	306	312	318	324	5 months					5 months	1,500	0	0	0	0	1,500	1,500
II - 4 - iii)	Domestic Communication	300	306	312	318	324	6 months	12 months	12 months	12 months	9 months	51 months	1,800	3,672	3,744	3,816	2,916	15,948	15,300
II - 5 - i)	Administrator	450	459	468	477	487	6 M/M	12 M/M	12 M/M	12 M/M	9 M/M	51 M/M	2,700	5,508	5,616	5,724	4,383	23,931	22,950
II - 5 - ii)	Accountant	450	459	468	477	487	1 M/M	12 M/M	12 M/M	12 M/M	9 M/M	46 M/M	450	5,508	5,616	5,724	4,383	21,681	20,700
II - 5 - iii)	Bilingual Secretary	450	459	468	477	487	6 M/M	12 M/M	12 M/M	12 M/M	9 M/M	51 M/M	2,700	5,508	5,616	5,724	4,383	23,931	22,950
II - 5 - iv)	Word Processor/Typist	400	408	416	424	432	6 M/M	12 M/M	12 M/M	12 M/M	9 M/M	51 M/M	2,400	4,896	4,992	5,088	3,888	21,264	20,400
II - 5 - v)	CAD Specialist	450	459	468	477	487	2 M/M	24 M/M	24 M/M	24 M/M	18 M/M	92 M/M	900	11,016	11,232	11,448	8,766	43,362	41,400
II - 5 - vi)	Receptionist/Communication	200	204	208	212	216	1 M/M	12 M/M	12 M/M	12 M/M	9 M/M	46 M/M	200	2,448	2,496	2,544	1,944	9,632	9,200
II - 5 - vii)	Utility Man/Janitor	200	204	208	212	216	6 M/M	12 M/M	12 M/M	12 M/M	9 M/M	51 M/M	1,200	2,448	2,496	2,544	1,944	10,632	10,200
II - 5 - viii)	Bilingual Secretary/Typist (site)	450	459	468	477	487	2 M/M	24 M/M	24 M/M	24 M/M	18 M/M	92 M/M	900	11,016	11,232	11,448	8,766	43,362	41,400
II - 6 - i)	Inspector for Tunnel Work	800	816	832	849	866	4 M/M	48 M/M	48 M/M	48 M/M	0 M/M	148 M/M	3,200	39,168	39,936	40,752	0	123,056	118,400
II - 6 - ii)	Inspector for Bridge Work	800	816	832	849	866	0 M/M	12 M/M	24 M/M	20 M/M	0 M/M	56 M/M	0	9,792	19,968	16,980	0	46,740	44,800
II - 6 - iii)	Inspector for Road Work	800	816	832	849	866	0 M/M	12 M/M	24 M/M	20 M/M	0 M/M	56 M/M	0	9,792	19,968	16,980	0	46,740	44,800
II - 9 - i)	Out-of station Allowance for Local Consultant	25	26	27	28	29	13 M/M	82 M/M	87 M/M	114 M/M	64 M/M	360 M/M	325	2,132	2,349	3,192	1,856	9,854	9,000
II - 9 - ii)	Out-of station Allowance for Supporting Staff	10	10	10	10	10	4 M/M	72 M/M	86 M/M	88 M/M	36 M/M	296 M/M	40	720	960	880	360	2,960	2,960
												34,499	125,248	144,883	142,594	51,458	498,682	478,296	

Amount of Escalation

28,386

Break Down of Billing Rate for Expatriate Engineer


(Valid Until December 31, 1997)


Project: Hai Van Pass Tunnel Construction Project

Name of the firm: Louis Berger International Inc.

(Expressed in US Dollars)

(A)	(B)	1	2	3	4	5	6	7	8
Expert		Basic Salary	Social Charge (26.50% of 1)	Overhead Cost (116.40% of 1)	Total (1+2+3)	Company Fee (10.00% of 4)	Home Office Rate (4+5)	Overseas Allowance (15.00% of 1)	Field Rate (6+7)
Name	Assigned Position								
Guy Baker	Tunnel Engineer	6,800	1,802	7,915	16,517	1,652	18,169	1,020	19,189
R. Hawes	Sr. Bridge Engineer	5,375	1,424	6,257	13,056	1,306	14,362	806	15,168
B. Townsend	Geotechnical Engineer	6,667	1,767	7,760	16,194	1,619	17,813	0	17,813
M. Morrissey	Meteorological Engineer	6,250	1,656	7,275	15,181	1,518	16,699	0	16,699
Jin Fan	Traffic Engineer	4,000	1,060	4,656	9,716	972	10,688	0	10,688
F. Cencula	Electrical Engineer (power)	7,250	1,921	8,439	17,610	1,761	19,371	1,088	20,459
P. Strong	Electrical Engineer (system)	6,800	1,802	7,915	16,517	1,652	18,169	1,020	19,189
J. Fawcus	Mechanical Engineer	7,250	1,921	8,439	17,610	1,761	19,371	1,088	20,459
A. Pineda	Highway/CAD Engineer	3,500	928	4,074	8,502	850	9,352	0	9,352
L. Purifoy	Project Coordinator/Civil Engineer	7,833	2,076	9,118	19,027	1,903	20,930	0	20,930
R. Miller	Geotechnical Engineer	7,583	2,009	8,827	18,419	1,842	20,261	0	20,261
G. Bonforte	Tunnel Specialist	8,000	2,120	9,312	19,432	1,943	21,375	0	21,375
R. Hirsch	Training Specialist	7,500	1,988	8,730	18,218	1,822	20,040	0	20,040


 Note: BILLING RATES DO NOT
 INCLUDE TAX ALLOWANCE
 TO BE ADDED IF PERSONNEL
 ARE SUBJECT TO VIETNAMESE
 TAX OR OTHER IMPOSITIONS.


 RICHARD HIRSCH
 Viet Nam Country Manager

8/18/97
 date

Break Down of Billing Rate for Expatriate Engineer

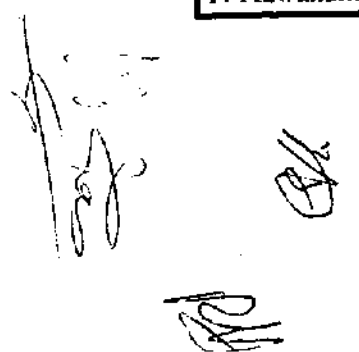
(Valid Until December 31, 1997)

Project: Hai Van Pass Tunnel Construction Project

Name of the firm: Nippon Koei Co., Ltd.

(Expressed in Japanese Yen)

(A)	(B)	1	2	3	4	5	6
	Expert	Basic Salary	Social Charge (27.56% of 1)	Overhead Cost (124.60% of 1)	Total (1+2+3)	Company Fee (10.00% of 4)	Monthly Rate (4+5)
Name	Assigned Position						
K. Tanuma	Project Manager / Highway Engineer	1,066,000	293,789	1,328,236	2,688,025	268,802	2,956,000
H. Onodera	Project Manager / Resident Engineer	1,049,000	289,104	1,307,054	2,645,158	264,515	2,909,000
A. Nakamura	Transport Economist	977,000	269,261	1,217,342	2,463,603	246,360	2,709,000
T. Kozawa	Construction Planner	974,000	268,434	1,213,604	2,456,038	245,603	2,701,000
T. Yamamoto	Cost Estimator	996,000	274,497	1,241,016	2,511,513	251,151	2,762,000
H. Nakamura	Document Specialist	974,000	268,434	1,213,604	2,456,038	245,603	2,701,000
S. Ikeda	Material Engineer	926,000	255,205	1,153,796	2,335,001	233,500	2,568,000
H. Hasegawa	Environmental Specialist	878,000	241,976	1,093,988	2,213,964	221,396	2,435,000
I. Ishimoto	Construction Engineer	854,000	235,362	1,064,084	2,153,446	215,344	2,368,000
H. Shinkai	Project Coordinator	1,066,000	293,789	1,328,236	2,688,025	268,802	2,956,000
T. Kawakami	Training Specialist	1,066,000	293,789	1,328,236	2,688,025	268,802	2,956,000



APPENDIX E

**SERVICES AND FACILITIES TO BE
PROVIDED BY THE CLIENT**

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SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The following services and facilities shall be provided to the Consultant timely by the Client for smooth execution of the Services.

1. Counterpart Personnel

For smooth execution of the Services and transfer of knowledge to the Client, the Client shall assign full time professional and technical counterparts for a certain period of the Services. Number and qualification of the required counterparts and their assignment schedules will be discussed and agreed by the Parties pursuant to the notice to the Client by the Consultant, in accordance with actual requirements.

2. Permits and Authorization

The Client shall assist the Consultant's Expatriate Personnel and his eligible dependents, if any, in obtaining entry and exit visas, resident permit, semi-resident visas, travel documents and status of expatriate experts, etc. as required for his and/or their stay in the territories of the GOVERNMENT for carrying out the Services.

3. Data and Information

The Client shall assist the Consultant to obtain all reports, maps, records, data and information, etc., whatever they have, necessary for the Services, and assist the Consultant to obtain necessary data and information in English required for the Services from relevant authorities.

The Client shall assist all formality to obtain permits for the Consultant to transfer any Project data and documents overseas when necessary for further analysis and study for this Project upon the GOVERNMENT'S approval.

4. Facilities and Logistical Support

The Client shall make available to the Consultant two site offices, a laboratory, and residence accommodation for long term expatriate experts for the construction supervision stage. The Client shall also make available to the Consultant vehicles including drivers and operation cost for the construction supervision stage. All of these facilities as stipulated to be provided by the contractors in the construction tender documents.

TAXES AND DUTIES

1. The Consultant and any of his Personnel (other than personnel who are citizens or permanent residence of the territories of Viet Nam) shall be exempted from following taxes and duties imposed by the laws and regulations in Viet Nam in respect of:
 - a. Corporation Tax on the foreign currency portion of payments, as well as local currency payments originating from the proceeds of the Loan.
 - b. Value Added Tax and/or Sales Tax and/or Turnover Tax on the payments which are made from the proceeds of the Loan as well as Client budgets (if any) which may be levied on the Consultant in respect of the Services.
 - c. Any equipment, materials and supplies brought into Viet Nam under the CONTRACT for the Services necessary for the execution of the Services and which are to be subsequently handed over to the Client.
 - d. Any personal belongings, including computers with accessories, of Expatriate Staff allowed to be brought into Viet Nam for the Services and which after termination of the Services will subsequently be withdrawn therefrom or having been destroyed during the Service period.
2. The Consultant's Personnel who are citizens or permanent residents of the territories of Viet Nam shall follow the regulation of Viet Nam on taxes and duties.
3. In case personal income tax is imposed to personnel under this Contract according to the Vietnamese regulation, the tax paid shall be reimbursed by Client.