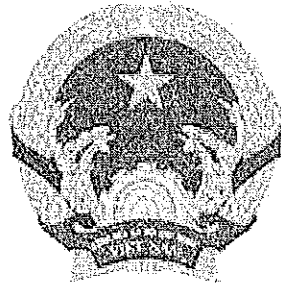


GOVERNMENT OF SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT



Expressway Development (Da Nang – Quang Ngai) Project
Credit No. 3843-VN dated May 27, 2004

Consulting Services Contract

NO.01/DD-EDDQP/2011

For

Detailed Design

(LUMP-SUM REMUNERATION)

BETWEEN

PROJECT MANAGEMENT UNIT NO. 85 (PMU85)

AND

THE JOINT VENTURE OF

NIPPON KOEI Co., Ltd. - NIPPON ENGINEERING CONSULTANTS Co., Ltd.
- CHODAI Co., Ltd. - THAI ENGINEERING CONSULTANTS Co., Ltd.

DATED: NOVEMBER 2011

[Handwritten signatures and initials]

I. Contract

LUMP-SUM REMUNERATION


This CONTRACT (hereinafter called the "Contract") is made in November , 2011, between, on the one hand, Project Management Unit No. 85 (PMU85) (hereinafter called the "Client"), and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, Nippon Koei Co., Ltd. and Nippon Engineering Consultants Co., Ltd. and Chodai Co., Ltd. and Thai Engineering Consultants Co., Ltd. (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the International Development Association (hereinafter called the "Association") towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Minutes of Contract Negotiation; The second Minutes of Contract Negotiation; and The Minutes of Discussion Meeting for Contract Finalization.
 - (b) The General Conditions of Contract;
 - (c) The Special Conditions of Contract;
 - (d) The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-consultants
 - Appendix D: Cost Estimates
 - Appendix E: Services and Facilities Provided by the Client
 - Appendix F: Form of Advance Payment Guarantee
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions



- (b) of the Contract; and
the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of Project Management Unit No. 85



Nguyen Ngoc Canh
General Director

**For and on behalf of each of the Members of the Consultant
Nippon Koei Co., Ltd.**



Akira MIZUKOSHI
Deputy Director General of Overseas Consulting Administration

Nippon Engineering Consultants Co., Ltd.



Satoshi YOSHIZAKI
Chief Representative of Hanoi Office

Chodai Co., Ltd.



Hitoshi NAKAMURA
Director of International Division of Structural Engineering Department

Thai Engineering Consultants Co., Ltd.



Pongsak Dej-Udom
President



**Minutes of Contract Negotiation; The
Second Minutes of Contract
Negotiation; and The Minutes of
Discussion Meeting for Contract
Finalization**

Handwritten signature and initials in the bottom right corner.

Vinh, October 15, 2011


**Minutes of Discussion Meeting
for Finalization of the Contract
for Detailed Design (D.D) Consulting Services under Expressway Development (Da
nang - Quang ngai) Project (EDDQP)**

A discussion meeting for finalization of the contract for D.D consulting services under EDDQP was held between Project Management Unit No. 85 (hereafter referred to as “PMU85” or “the Client”) and Nippon Koei (NK) in JV with Nippon Engineering Consultants Co., Ltd (NE), Chodai Co.,Ltd (Chodai) and Thai Engineering Consultants Co., Ltd (TEC) (hereafter referred to as “the Consultant”) with participation of Vietnam Expressway Corporation (hereafter referred to as “VEC”) on October 15th, 2011 at PMU85’s head office in Vinh city.

Participants

The discussion meeting was attended by the following participants:

1) Representatives of VEC

- Mr. Nguyen Tat Son Deputy General Director
- Mr. Bui Thai Hoa Vice Chief of planning & investment department 

2) Representatives of PMU85

- Mr. Nguyen Trung Sy Deputy General Director (Chief Negotiator)
- Mr Nguyen Tien Ha Project Manager
- Ms. Nguyen Thi Minh Hao Chief Accountant
- Ms. Nguyen Thi Uyen Vice Chief of Project Planning Department No.2
- Ms. Huynh Thi Ngoc Hoa Vice Chief of PMU85 Da nang office

3) Representatives of the Consultant

- Mr. Ichizuru Ishimoto General Manager of Highways & Bridges Dept., NK
- Mr. Takayam Nagai Senior Highway Engineer
- Mr. Toshiyuki Fukuda Representative of Nippon Koei Co., Ltd.
- Ms. Trinh Hoang Anh Accountant of Nippon Koei Co., Ltd.
- Ms. Vu Bich Thao Staff of Project Office

Legal Basis

1. Vietnamese Assembly’s Bidding law No. 61/2005/QH11 dated November 29, 2005 and Decree No. 85/2009/ND-CP dated October 15, 2009 of the Government guiding the implementation of bidding law and selection of civil works contractors according to construction law;
2. MOT’s Decision No. 2149/QD-BGTVT dated September 29, 2011 assigning PMU85 to be the executing agency for D.D consulting services under EDDQP;
3. The first minutes and the second minutes of negotiation meeting and the draft contract between VEC and J/V of NK, NE, Chodai and TEC for D.D consulting services under EDDQP;

4. WB's letters dated August 12, 2011 and October 3, 2011 regarding comments on the draft contract;
5. VEC's Decision No. 105/QD-VEC-HDTV dated April 14, 2011 approving the ranking list of consultants for D.D consulting services under EDDQP;
6. WB's letter dated February 8, 2011 regarding no-objection to the revised technical evaluation report for D.D consulting services under EDDQP;
7. The Consultant's letter No. LNPCH-033/11 dated September 22, 2011 regarding the 7th extension of validity period of proposals for D.D consulting services under EDDQP.

Discussion Contents

Pursuant to above mentioned legal documents, PMU85 held a discussion meeting for finalization of the contract for D.D consulting services under EDDQP with the Consultant. Firstly, the Chief Negotiator examined the Power of Attorney of the Consultant's Negotiation delegation. After a series of discussion, parties agreed on the following contents:

I. Technical matters

1. Critical Path of Schedule of the First Contract Package

Based on the factual conditions and upon MOT's instructions, the commencement of works for the first contract package shall be in September, 2012. For the other remaining ones, one contract package shall be commenced every 2 months till the fifth one, after that one contract package shall be commenced every month. The Consultant shall prepare a critical path diagram for the whole Project for both parties' review and monitoring.

The Consultant confirmed that in November, 2011, they shall submit the proposal of re-alignment and packaging options to PMU85. And it's PMU85' responsibility to submit it to higher authorities for their review and approval. The Consultant shall provide PMU85 supporting documents and make clarifications, if any. The documents of re-alignment should consist, but not limited to the following: reasons for re-alignment and change of cost estimate.

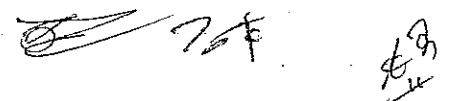
The bidding plan shall be adjusted in accordance with re-alignment. For the contract package which shall be commenced first, PMU85 shall review and approve the implementation plan.

2. Activity (work) Schedule and Time Schedule for Professional Staff

The implementation period of the consulting services is 14 months and the scopes of works include tender assistance. However, based on the factual conditions, it's difficult for tender assistance to be completed within 14 months. It is agreed that the Consultant shall allocate sufficient M/Ms for key expatriate engineers and some for key local engineers which shall be mobilized after 14 months for completion of tender assistance. The Consultant's key personnel shall be mobilized to Vietnam to carry out tender assistance including preparation of the bidding documents and bid evaluation when required by the Client.

3. Terms of Reference (T.O.R)

Some contents of the T.O.R were discussed and modified as follows:



3.1. Item 3.3.1 of the T.O.R

Following Item I.1 above, the paragraph "During D.D preparation, the Consultant shall study, initiate the solutions and design a contract package with reasonable scopes of works beforehand so that its construction can be commenced in September, 2012" shall be added into Item 3.3.1 of the T.O.R.

3.2. Item 3.3.2 of the T.O.R (Survey and Investigations)

- Some contents of Item 3.3.2(iii) of the T.O.R shall be modified as follows:

"Engineering geological survey of toll plazas, control centers, service station, expressway management offices: each location has at least 4 holes with full depth to provide sufficient data for the design" shall be replaced with "Engineering geological survey of toll plazas, control centers, service station, expressway management offices: each location has at 2- 4 holes with full depth to provide sufficient data for the design and the specific alternative shall be submitted to PMU85 before implementation".

3.3. Item 3.3.3 of the T.O.R (Detailed Design of Road, Bridges and other Structures)

- In Item 3.3.3(5) of the T.O.R : Scale of cross sections "1/50" is modified as "1/200";
- In Item 3.3.3(10) of the T.O.R: "The Consultant shall prepare the documents of land acquisition staking for the Project" is remained as in the T.O.R in the approved R.F.P.

3.4. Item 3.5 of the T.O.R

As indicated in Item 3.5 of the T.O.R, Provisional Sum (P.S) for staking land acquisition is 200,000 USD. It is confirmed that cost of land acquisition staking shall be a lump-sum amount and it shall be added into the lump-sum contract price for the concerned consulting services. Item 3.5 of the T.O.R shall be modified as "The Consultant shall stake land acquisition to hand over to local authorities who undertake compensation for land acquisition and resettlement".

3.5. Item 3.6 of the T.O.R

"The Consultant shall undertake training and technology transfer for the Client and PMU85" shall be replaced with "The Consultant shall undertake training and technology transfer for PMU85, VEC, local consultant and relevant authorities".

3.6. Appendix B – Reporting Requirements

In Item (5) of Appendix B, "...within 6 months since the commencement date, the Consultant shall submit 3 sets of draft design report, prequalification and tender documents for the first two contract packages...." shall be replaced with "...within 6 months since the commencement date, the Consultant shall submit 3 sets of draft design report, prequalification and tender documents for the first three contract packages...." The schedule of report submission shall be respective to the payment schedule. It is planned that the Consultant shall complete detailed design for the first contract package

on February 15, 2012 and the Consultant shall submit the draft design report for that contract package to the Client in late December, 2011.

3.7. Item 3.3.2 (2) (i). Survey of Residential Underpass Culvert

- "Survey longitudinal section at center line of residential underpass culverts at scale of 1/500, surveying distance from the centerline to each side of 100 m" shall be deleted, because the alignment is designed on the basis of topo-map survey and it may be adjusted upon the People Committee's comments;
- "Survey cross section at distance from the centerline to each side of 30 m at scale of 1/200" shall be deleted because design of cross section shall be fulfilled on the basis topo-map survey after finalizing the alignment which is concurred by local authorities.

4. Author Supervision

The Consultant shall be responsible for author supervision in compliance with international practices, the donor's guidelines and current Vietnamese regulations. In the construction supervision stage, the consultant shall come back the Site and be responsible for finalizing the design in case of defects to be found.

II. Financial Matters

1. Exchange rate applied for payment documents

Item 4.10 in the first Minute of negotiation meeting on May 26, 2011 shall be replaced as follows:

It is confirmed that for the Consultant's convenience during payment document preparation, the date of exchange rate applied for payment of CIT and VAT shall be 2 days prior to the Consultant's submission date of the payment document to the Client and the source of applied exchange rate is Interbank one issued by the Vietnam State Bank. Exchange rate is applied for only local tax payment.

2. Personal Income Tax (P.I.T)

As stated by the Consultant, it was agreed and recorded in the first Minutes of Negotiation meeting between VEC and the Consultant that PIT is included in the remuneration rates and VEC shall support the Consultant in procedures of PIT exemption for expatriate engineers in compliance with current Vietnamese laws. PMU85 also confirmed to support the Consultant in procedures of PIT exemption for expatriate engineers in compliance with the Prime Minister's Decision No. 119/QD-TTg dated November 9, 2010 and the Joint-Circular No. 12/2009/TTLT-BTC-BKHDT dated May 28, 2010 of Vietnamese Ministry of Finance and Ministry of Planning & Investment.

3. Payment Documents

Payment documents shall be prepared by the Consultant in 5 sets in English and 3 sets in Vietnamese.

4. S.C.C 6.4, Payment Plan

It is indicated in S.C.C 6.4 that the bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount. However, based on the

payment plan, this can be only be either 55% or 75%. It is agreed that in this item, 50% shall be modified as 55%.

5. Contingency

As this is a lump sum contract and the contract duration is 14 months, there is no rationale for a contingency. However, in consideration of the local context, a contingency as 10% of the contract price is taken into account. The contingency amount must be included in the payment schedule as a separate line item and not part of the lump-sum payments. The amount of the contingency may be used subject to a separate payment schedule agreed by both parties through an amendment to the contract and with the prior agreement of the Bank and VEC. The Consultant may propose and submit scopes of works and additional cost to the Client, VEC, WB for their review and approval.

6. Provisional Sum (P.S) for Staking Land Acquisition

As indicated in Item 3.5 of the T.O.R, Provisional Sum (P.S) for staking land acquisition is 200,000 USD. It is confirmed that cost of land acquisition staking shall be a lump-sum contract amount.

7. Terms and Conditions for Payment

- The following conditions for payment shall be added to SCC 6.4 of the contract:
"Payment to the Consultant shall be carried out when design reports and other required documents submitted by the Consultant are approved by the Client and relevant authorities. In case payment is fulfilled when design reports are not approved, the Consultant shall be responsible for revising and finalizing the documents until they are approved by relevant authorities".
- The schedule of payment shall be based on the revision of works schedule of the consulting services, if any

8. Local Currency (VND) Payment

Local currency (VND) is used for payment of VAT and CIT.

9. Modification of SCC 1.7.

The second paragraph of SCC 1.7 shall be modified as *"The Client shall pay output VAT and CIT to the Consultant. The Consultant has responsibility for paying and balancing input and output VAT at local tax office. The Consultant shall submit to the Client the copy of monthly VAT declaration certified by the local tax office and evidence for the CIT amount actually paid by the consultant"*.

III. Other Issues

- Terminology of the Contract

Modifying some words and phrases in the contract for terminology consistency

- In Table 4B *"Summary of costs"*, *"Total amount of financial proposal"* shall be replaced with *"contract price"*;
- In Item 5 of Table 4F. Miscellaneous Expenses, Appendix D – Cost estimate only focuses on vehicle rental cost, *"Purchase cost"* in this Item shall be deleted;
"Pegging out" in Item *"Provisional sum (B)"* of Table 4.F shall be replaced by *"staking"*
- In paragraph 1 of payment schedule of SCC 6.4, *"on"* shall be replaced with *"after"* and *"amount"* shall be added after the phrase *"for the same"*.

- In SCC. 6.4, "lump-sum amount including equivalent VAT and CIT" in the paragraphs of the 2nd, 3rd, 4th, 5th and 6th payment in the second minutes of negotiation meeting is modified as "contract price".
- Consultant Office: The Consultant shall arrange their site office near the Client's one for convenience in daily communication.
- Contract documents: The language of the contract is English. A Vietnamese version will be prepared for convenience but will not be signed. In case of any discrepancy, the signed contract will prevail.

The Consultant is responsible for preparing, translating, printing and binding of contract documents upon PMU85's instructions. It is noted that other contents which are not mentioned in this Minutes of discussion meeting for finalization of the contract shall remain as in the previous minutes of contract negotiation. All substantive points of the Minutes of discussion meeting and other valid ones in the first and second minutes of contract negotiation shall be incorporated into respective appropriate sections and provisions of the draft contract.

The following added documents shall be an integral part of the contract documents:

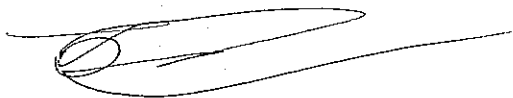
- The Request for Proposal revised according to Addendum No. 2, which was concurred by WB and approved by VEC;
- Technical proposal and financial proposal submitted by the Consultant.

This Minutes of discussion meeting is prepared in 10 sets in English and 10 sets in Vietnamese for reference. However, English version shall prevail.

The Parties agreed and signed the minutes of discussion meeting for finalization of the contract for D.D consulting services under EDDQP.

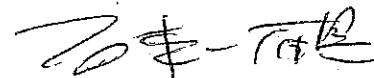
SIGNATURES OF REPRESENTATIVES

NLS FOR PROJECT MANAGEMENT UNIT 85 *— d*



Mr. Nguyen Trung Sy
Deputy General Director

FOR THE CONSULTANT



Mr. Ichizuru Ishimoto
Project Manager

FOR VIETNAM EXPRESSWAY CORPORATION *— W*



Mr. Nguyen Tat Son
Deputy General Director

THE SECOND MINUTES OF CONTRACT NEGOTIATION

BETWEEN

VIETNAM EXPRESSWAY CORPORATION (VEC)

AND

THE JOINT VENTURE

**NIPPON KOEI Co.,Ltd. - NIPPON ENGINEERING CONSULTANTS Co.,Ltd.
- CHODAI Co.,Ltd. - THAI ENGINEERING CONSULTANTS Co.,Ltd.**

SUBJECT: IDA Credit No.3843-VN: Road Network Improvement Project - Detailed Design Consulting Services for the whole route of Da Nang – Quang Ngai Expressway Development Project.

A. PARTICIPANTS:

1) Vietnam Expressway Corporation (the Employer):

- | | |
|-------------------------|---|
| - Mr. Nguyen Van Nhi | - Deputy General Director – Chief Negotiator |
| - Mr. Bui Thai Hoa | - Deputy Manager of Investment Planning Dept. |
| - Mr. Nguyen Hai Long | - Deputy Manager of Project Dept. |
| - Mr. Nguyen Dang Tuyen | - Deputy Manager of Appraisal Dept. |

2) The Joint Venture of Nippon Koei Co.,Ltd. - Nippon Engineering Consultants Co.,Ltd. - Chodai Co.,Ltd. - Thai Engineering Consultants Co.,Ltd. (the Joint Venture)

- | | |
|-------------------------|------------------------|
| - Mr. Ichizuru Ishimoto | - Chief Negotiator |
| - Mr. Toshiyuki Fukuda | - Nippon Koei Co.,Ltd. |

Before negotiations, the Joint Venture submitted their Power of Attorney for authorized representatives to participate in the Contract Negotiation and to sign the Contract (Power of Attorney P/A-012-2011 dated May 13, 2011).

B. CONTENTS OF NEGOTIATIONS:

Regarding World Bank's letter dated August 12, 2011 on clarification of some contents of Draft Contract for the Detailed Design Consulting Services of Da Nang – Quang Ngai Expressway Development Project. On September 20, 2011, the Employer and the Joint Venture have arranged the second contract negotiation meeting and agreed as follows:

1. Remove the proposed paragraph (o) of SCC 1.1 (a) in the Draft Contract; this is not necessary as the contract does not foresee any

supporting documents being provided.

2. Add new clause GCC 1.8 (Fraud and Corruption) and GCC 3.8 (Accounting, Inspection and Auditing) to General Conditions of Contract.

3. Adjust payments schedule of lump sum amount as follows:

- The 1st payment: Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of the Joint Venture of a bank guarantee for the same.

- The 2nd payment: Ten (10) percent of the lump-sum amount (including equivalent VAT and CIT) shall be paid upon submission of the Joint Venture of the inception report.

- The 3rd payment: Twenty-five (25) percent of the lump-sum amount (including equivalent VAT and CIT) shall be paid upon submission of the Joint Venture of the interim report, basic design report and Prequalification Documents.

- The 4th payment: Twenty (20%) percent of the lump-sum amount (including equivalent VAT and CIT) shall be paid upon submission of the Joint Venture of Monthly Progress Report No.9, and Detailed design reports and bidding documents of the first 3 packages.


- The 5th payment: Fifteen (15%) percent of the lump-sum amount (including equivalent VAT and CIT) shall be paid upon submission of the Joint Venture of Detailed design reports and bidding documents of the remained packages, Draft Final Project Completion Report; and completion of the following works: Review and update EIA, EMP, EMDP, RAP; Construction method and schedule; Preparation of implementation program; Study and design of ITS and toll collection system; Cost estimate; and Expressway operation and maintenance.

- The 6th payment: Ten (10%) percent of the lump-sum amount (including equivalent VAT and CIT) shall be paid upon approval of the Final Report.

- The bank guarantee shall be reimbursed to the Joint Venture when the total payments reach fifty (50) percent of the lump-sum amount.

4. Replace the term "*Pegging out for land acquisition*" by "*stake land acquisition*" in compliance with RFP.

5. Regarding person months for international and national experts:

According to RFP, the number of total person months is 255 for international experts and 586 for national experts. However, in Appendix C 

– Key Personnel and Sub-consultants, the number of total person months proposed by the Consultant is 239 for international experts (16 person months reduced) and 357 for national experts (229 person months reduced)..

Accordingly, the Joint Venture confirmed that the above proposed reduction in person months would not affect the Joint Venture's commitment to comply with the agreed TOR in full and that all requirements have been included.

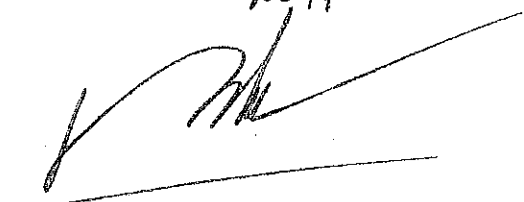
6. The Employer and the Joint Venture confirmed that Contract Price is JPY 463,338,527 and US\$ 6,174,100 (excluding contingencies, including taxes and fees in compliance with regulations). Also, these amounts cover expenses for items 6-6 Relevant Facilities Studies, 6-8 Independent Land Valuation Survey and 6-9 Environmental and Social Surveys.

7. Contingency condition is modified as follows: *"The amount of contingency may be used subject to a separate payments schedule agreed by both parties through an amendment to the contract and with the prior agreement of the Bank"*.

Contingency is 10%.

8. Other contents which are not mentioned in this second minutes of contract negotiation shall remain as in the previous minutes of contract negotiation.

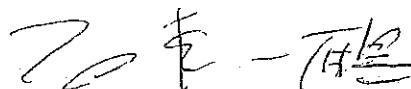
VEC



NGUYEN VAN NHI

Deputy General Director
Vietnam Expressway Corporation

THE JOINT VENTURE



ICHIZURU ISHIMOTO

Chief Negotiator of
The Joint Venture



MINUTES OF CONTRACT NEGOTIATION

BETWEEN

VIETNAM EXPRESSWAY CORPORATION (VEC)

AND

THE JOINT VENTURE

**NIPPON KOEI CO., LTD - NIPPON ENGINEERING CONSULTANTS CO.,LTD -
CHODAI CO.,LTD - THAI ENGINEERING CONSULTANTS CO.,LTD**

SUBJECT: IDA Credit No. 3843-VN: Road Network Improvement Project
Detailed Design Consulting Services for the whole route of Da Nang
Quang Ngai Expressway Development Project.

A. PARTICIPANTS:

1) Vietnam Expressway Corporation (the Employer):

- Dr. Mai Tuan Anh - General Director – Chief Negotiator
- Mr Nguyen Tat Son- Deputy General Director
- Mrs. Pham Thi Thanh Khuya -- Inspector
- Mr. Luong Quoc Viet – Chief accountant
- Mr. Phung Minh Mo - Manager of Investment Planning Dept.
- Ms Pham Thi Hong Huong -- Manager of Appraisal Dept.
- Mr Pham Hong Quang -- Manager of Technical, Technological, Environmental Dept.
- Mr Nguyen Hai Long – Deputy Manager of Project Dept.
- Mr Phan Xuan Bang -- Deputy Manager of Procurement Team

2) The Joint Venture of Nippon Koei Co., Ltd - Nippon Engineering Consultants Co.,Ltd - Chodai Co.,Ltd - Thai Engineering Consultants Co.,Ltd (the Joint Venture)

- Mr. Ichizuru Ishimoto - Chief Negotiator
- Mr. Masanobu Sakamoto - Nippon Koei Co.,Ltd.
- Mr. Toshiyuki Fukuda - Nippon Koei Co.,Ltd.
- Mr. Takayasu Nagai - Nippon Koei Co.,Ltd.
- Mr. Tetsuya Maeda - Nippon Koei Co.,Ltd.

3) Project Management Unit 85 (PMU 85)

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- Mr. Nguyen Trung Sy – Deputy General Director

- Mr. Nguyen Tien Ha – Project Manager

Before negotiations, the Joint Venture submitted their Power of Attorney for authorized representatives to participate in the Contract Negotiation and to sign the Contract (Power of Attorney P/A-012-2011 dated May 13, 2011).

B. CONTENTS OF NEGOTIATIONS:

The two parties have negotiated and agreed the following contents:

1. Terms of Reference

- The Employer confirmed that there were no basic modifications of Terms of Reference (TOR) of the Request for Proposals. The Employer has only clarified details of requirements of the replacement cost surveys as follows:

**** Objectives of the Assignment***

Under the Replacement Cost Survey (RCS) the team shall verify and establish compensation rates for land, crops, trees, structures, and other non-land based income (e.g. fishponds) to ensure that Displaced Persons (DPs) are compensated at replacement costs.

**** Scope of Works***

Approach Method: *The establishment of replacement costs will be carried out based on information collected from both Desk research and Direct interviews with people in affected area, both those persons who are affected and those not affected. Desk research will focus on relevant publications, materials of Government authorities, both at central and local levels. However, these materials will play the supporting role only. As the work is aimed at obtaining reasonable replacement costs for different types of affected assets, market evidences are the factors which most strongly base the formulation of these costs. Direct interviews with people in the affected area, both those, whose assets are affected by the Project and those, whose assets are not, will produce reliable data for establishment.*

Basis for Valuation. *The basis for valuation assessment of both land and real estate should be (i) research and market investigations carried out by the RCS team, (ii) accumulated market evidence already held by the valuation organization, (iii) the results of any valuation surveys carried out by any other organization that is available and (iv) survey maps of the land to be valued and surrounding land. Valuation of land must be undertaken by a licensed Land Valuer.*

Data collection. *The interviews will be conducted based on a pre-developed interview guide. Sample size will be determined by the RCS team for land, structures and other fixed assets.*

Structures: *(a) Interviews with owners of structures (main materials they used for their current structures; type of shops where they bought construction materials; distance of transport; origin of the materials (local or overseas); costs of various materials; labor cost); and (b) interviews with construction contractors (main materials which are most used by the local people to build their structures; costs of those main materials; cost*

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of labor; average construction cost (cost per sq.m floor) for different types of houses according to different categories; and (c) validation of provincial construction prices (cost per sq.m floor for each category). Proposed compensation rates for structures will be based on sample of houses in each class to ensure that the rates established cover the whole range of houses in that class.

Land. Price of land will be differentiated based on the use of land, including: Residential land; Garden land; Agricultural land; Land with water surface for fishery cultivation; and Forest land.

The objective of this establishment is to determine whether the provincial prices are sufficient or not to purchase the same quality and quantity of land. The establishment of compensation for the loss of land is based on its market value. The best way to obtain this market value is to gather data of some sales of land, which have just taken place. However, the transfer of land use right does not always go along with such sales, which makes details of such sales not recorded. The team will make their best effort to collect sales evidence to support the verification of provincial prices. In addition, information to base the establishment will be collected from direct interviews with owners of land in Project affected area, including those, whose land is affected and those whose land is not. The interviews will cover the following issues: (i) recent land use rights transfer in the area and (ii) price, at which owners (affected and not affected persons) are willing to sell their land.

Apart from determining the rates for various types of land. The Land Valuer also need to determine the transaction costs involved such as administrative charges, taxes, registration and titling costs. The Land Valuer should bear in mind that when establishing replacement cost for each type of assets, transaction costs should be clearly specified and should be shouldered by the Project.

Crops and Trees. The objective of this establishment is to determine whether the provincial prices paid to DPs are equivalent, lower or higher than the average market price. The basis of the establishment is to determine the average market price for each type of crops and trees. The information to base the establishment will be collected from:

- Secondary sources: (a) publications of respective ministries (environment, agriculture, forestry and (b) publications of Price Committee (if available)
- Primary source: (a) interviews with people who own the same crops and trees in the locality. The interviews will cover price, at which owners are willing to sell each type of their crops and trees. The prices for perennial trees will be differentiated by the age of the trees and (b) market, team will investigate the sales price of outputs of different types of crops and trees in the market.

Replacement Cost = Current Market Value + Transaction Cost. Apart from determining the rates for land and non-land assets indicated above. The RCS team also needs to determine the transaction costs involved such as administrative charges, taxes, registration and building permit costs. The RCS team should bear in mind that when establishing replacement cost for each type of assets, transaction costs should be

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clearly specified to ensure that these expenses or costs are shouldered by the Project and should not be deducted from the compensation payment that each AP will receive. A separate section in the report should present how transaction costs are calculated.

*** Formal Outputs**

Based on the activities carried out, the consultant team should (i) present the methodology used and (ii) prepare a table and discuss among the team the unit rates to be applied for the project.

*** Working Schedule**

The tasks for the Replacement Cost Survey will be a critical input to the Detailed Measurement Survey (DMS) to be undertaken to prepare the detailed Resettlement Action Plan. To ensure that the results of the Replacement Cost Survey are available to be incorporated in the DMS it is expected that this work will be undertaken between June - December 2011 with the following inputs submission schedule:

N o.	Output	Hard copies		Date
		Vietnamese	English	
1	Inception report	6	6	1 month after beginning of the assignment
2	Replacement cost survey	6	6	06 month after signing of contract

*** Qualification and Experience Requirements**

The team will be composed of one senior social development consultant, at least 2 resettlement consultants and a team of enumerators, statistician and encoders. A licensed Land Valuer must be engaged as part of the team to prepare land valuations that are (i) prepared using internationally accepted methodologies, (ii) reflect market values and clear transaction costs and (iii) are independent.

Each member of the RCS team will have the following minimum qualifications and experience:

- (a) The consultants must hold a university degree with a minimum of Bachelor preferably with a major in social sciences;
- (b) The Land Valuer must hold all required licenses and registrations to practice as a land valuer in Vietnam;
- (c) The consultant must have at least 2 years working in similar field and that have experience in RCS for projects funded by WB or other international sponsors such as ADB;
- (d) Preferably RCS consultants should have experience in the management of projects;
- (e) Consultant must be fluent in written and spoken English.

*** Client's Inputs**

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The consultant shall report to the Vietnam Expressway Corporation (VEC), who will provide, free of charge, the RAPs, and available related documents of the project.

VEC will assist in arranging access to, and coordination with relevant departments, local authorities and organizations in the three project provinces of Da Nang, Quang Nam, and Quang Ngai. "

- The Joint Venture and the Employer agreed (02) changes of sub-clauses 9 and 10 of clause 3.3.3 as follows:

+ Delete all contents of sub-clause (9) and replace by: *"Using a participatory approach, identify the impact of the expressway construction on local infrastructure, which will include consideration of pedestrian and vehicle accesses, and disruption to irrigation and other agricultural or community facilities. Based on consultations with local communities prepare plans and procedures for minimizing impacts on local communities both during and after construction of expressways. To the extent possible existing accesses should be reinstated through use of over and under passes. Where an access cannot be reinstated alternative routes must be provided."*

+ Delete all contents of sub-clause (10) which is already in Appendix I of Request for Proposals.

- Some contents in TOR were proposed in the negotiation meetings by the Joint Venture and agreed by the Employer (Details is enclosed at the Appendix 1).

- The Joint Venture confirmed to carry out all items specified in TOR.

- The Joint Venture committed to comply with report submission schedule specified in TOR.

2. Implementation Plan:

- The Joint Venture committed to submit the overall implementation plan of the Project within 4 (four) months from the commencement date of the services.

- The Joint Venture committed to submit Plan of contract packaging after receiving Notice to Proceed from the Employer.

- The Joint Venture committed to submit detailed work plans of survey works for the Employer's approval and promptly carry out relevant assignments of surveys after the Employer's approval.

- The two parties agreed that the Joint Venture start surveys, design activities in advance during implementation of signing the Contract and negotiation results approval procedures by the WB in order to accelerate the implementation progress of the Project as required by the Employer.

- The two parties agreed that design work and preparation of Bidding documents of the first 3 packages shall be completed not later than 9th month.

- The Joint Venture shall review and update implementation plan in compliance with actual situation.

3. Personnel and Sub-Consultants:

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- The Employer requested and the Joint Venture confirmed not to replace personnel proposed in the Joint Venture's Proposals and such personnel shall be mobilized in compliance with technical proposal, except 02 personnel found to be unsatisfied, including: Local Resettlement Specialist (Le Dang Giang) and Local Training Specialist (Bach The Dung). The Joint Venture committed to promptly submit CV and related certificate of replacement experts for the Employer's review and approval.
- In case of replacement due to force majeure, the Employer shall only review and approve a replacement of a person with equivalent or better qualifications.
- Local cost estimators must have valuation certification in compliance with regulations of Vietnam.
- In case that the Joint Venture engages the Sub-consultants to carry out any part of services, they must submit capacity documents of sub-consultants to the Employer for review and acceptance in written before implementation.
- With respect to External Valuer Consultant, the Joint Venture must submit appropriate company profile with a copy of MOF license of proposed land valuation consultants to the Employer for review and approval.

4. Financial Proposals and Payment Conditions:

The Joint Venture proposed contents of financial negotiations enclosed with Letter No. DQEDD-VEC-03-11 dated May 26, 2011, therein mentioned: (i) review updated remuneration for consultants; (ii) review updated out of pocket and other expenses; (iii) contract payment provisions; (iv) insurances; (v) equipments; enclosed with table of updated total contract price in compliance with the above proposals.

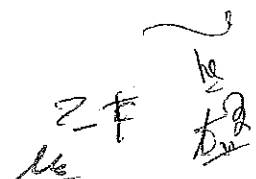
The Joint Venture proposed to update remuneration rates for local consultants and other proposed rates because period from from submitting proposal to the contract negotiation (from June 2010 to May 2011) had been extended, defined minimum salary in Vietnam had changed; market prices had fluctuated increasingly referred to CPI index, price index of US dollars and gold in April 2011; survey unit price had been updated.

With regard to this, the Employer acknowledged the Joint Venture's proposal. However, according to clause 6.3 Instructions to Consultants, during financial negotiations, remuneration rates or other proposed rates shall not be mentioned. Therefore, the Employer confirmed that these rates would remain unchanged as in financial proposals of the Joint Venture.

4.1. Remuneration rates: shall follow financial proposal of the Joint Venture.

4.2. Out of pocket expenses: unit price shall follow to financial proposal of the Joint Venture; number of flights shall be adjusted complying to personnel mobilization schedule in the Joint Venture's proposal. (Total actual cost of flights shall not exceed its cost in financial proposal).

4.3. Miscellaneous Expenses: regarding office issue, the Employer requested the Joint Venture to place office in Da Nang to facilitate management of progress and quality; the Joint Venture explained kept their opinion on office arrangement in Ha Noi to facilitate themselves on management of sub-consultants implementing detailed design of bridges



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and interchanges as in the Joint Venture's Proposals. The two parties agreed with the Joint Venture's proposal.

4.4. *Provisional sums:*

- The Joint Venture shall set up an implementation outline and detailed cost estimates to submit to the Employer for approval prior to implementation.
- The external valuer surveys item (clause 3.3.2, sub-clause 2(vii)): the Joint Venture confirmed to properly carry out this assignment in compliance with TOR and its cost shall not be taken out of provisional sums and contingencies.
- Provisional sums for design and supervision of construction of resettlement site was US\$ 200,000 in appendix of Request for Proposals, after negotiations it was agreed by both parties to be not included in work scope of the Joint Venture, so provisional sums for this item shall be deducted.

4.5. *Contingencies:* Contingencies are used for additional assignments that are unforeseen by the Employer. Prior to using contingencies, the Joint Venture must submit to the Employer for approval. The percentage of contingencies is 10%.

4.6. *Total contract price:* is JPY 463,338,527 and US\$ 6,174,100 including all taxes and fees in compliance with regulations; Contingencies is JPY 40,015,600 and US\$ 533,218.

4.7. *Payment for contract.*

* Payment under Lump-sum shall be made according to the following schedule:

- The 1st payment: Twenty five percent (25%) of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- The 2nd payment: Fifteen percent (15%) of the lump-sum amount shall be paid upon submission of the Inception Report.
- The 3rd payment: Twenty five percent (25%) of the lump-sum amount shall be paid upon submission of Interim Report, basic design report and Prequalification Documents;.
- The 4th payment: Twenty percent (20%) of the lump-sum amount shall be paid upon submission of Monthly Progress Report No.9, and Detailed design reports and bidding documents of the first 3 packages.
- The 5th payment: Ten percent (10%) of the lump-sum amount shall be paid upon submission of Detailed design reports and bidding documents of the remained packages, Draft Final Project Completion Report; and completion of the following works: Review and update FIA, EMP, EMDP, RAP; Construction method and schedule; Preparation of implementation program; Study and design of ITS and toll collection system; Cost estimate; and Expressway operation and maintenance.
- The 6th payment: Five percent (5%) of the lump-sum amount shall be paid upon approval of the Final Report.
- The bank guarantee shall be reimbursed to the Joint Venture when the total payments reach fifty (50) percent of the lump-sum amount.

* Provisional sum items shall be paid as follows:

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- Pegging out for land acquisition item will be paid in accordance with unit price. Payment schedule shall be as below:

+ Payment shall be made up to 70% of approved amount, after the Joint Venture hand-overs all land acquisition pegs of main route to the local authorities.

+ The remaining amount shall be paid after completion of assignments.

+ Payment of provisional sum shall be at the same timing of the above lump-sum payment.

(Contract payment amount includes corporation income taxes).

4.8. *Insurances*: The Joint Venture committed to purchase necessary types of insurance complying with regulations of law, including those specified in special conditions of the Contract (clause 3.4).

4.9. *Taxes and duties in accordance with the Contract*

- The Joint Venture confirmed that personal income taxes (PIT) were included in remuneration rates in their financial proposal. The Employer shall support the Joint Venture for the necessary procedures for PIT exemption for all foreign experts.

- The Joint Venture proposed and the Employer agreed that the Joint Venture would be responsible for taxes registration, declaration and payment for all local taxes, fees and other payable in accordance with regulations and Vietnamese law, and shall provide the relevant information and evidence accurately, quickly and timely for the Employer's review and monitoring.

- Regarding VAT and corporation income taxes as stated in Appendix D and E of the Contract, the Employer shall reimburse the amount paid by the Joint Venture according to regulations of Vietnamese Law to the Joint Venture.

4.10. *Foreign exchange rate*: Foreign exchange rate for US dollar shall be the average inter-bank exchange rate published by the State Bank of Vietnam at the time of the Employer's approval for the payment.

The exchange rate for Japanese Yen shall be the exchange rate applied to calculate export and import duties published by the State Bank of Vietnam.

4.11. *Payment currencies*:

It was agreed to use payment currencies in accordance with the Joint Venture's Proposals (USD and JPY). The payment currencies would be supplemented VND for provisional sum items and local taxes.

5. Support for counterpart personnel

VEC shall facilitate the Joint Venture to collect documents and discuss with relevant agencies for project implementation purposes.

VEC shall support necessary procedures for international specialists working in Vietnam.

6. Equipment

The Joint Venture shall make and submit list of equipment to be purchased in connection with the Contract to the Employer. Such expensive equipment as Computer, Photocopy

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Machine, Printer and Software with the value more than USD 500 to be purchased for project operation purposes in accordance with the Joint Venture's proposals must be approved by the Employer.

The Joint Venture is responsible for handing-over purchased equipment to the Employer after contract completion.

7. Corruption prevention


Based on relevant regulations of the Government, provisions of Corruption prevention policy and Guidelines of WB, any payment, gift, commission, gratuity out of contract shall not be allowed during contract implementation.

8. Implementation evaluation

The Employer and WB shall supervise the Joint Venture during contract implementation. In case any professional staff of the Joint Venture is found to be unsatisfied, then the Employer shall request a replacement.

9. Contract languages

Languages used in the contract are English and Vietnamese whereas English will prevail. In addition, all reports and communications during contract implementation must be in English and Vietnamese whereas English will prevail.

VEC 



MAI TUAN ANH
General Director
Vietnam Expressway Corporation

THE JOINT VENTURE



ICHIZURU ISHIMOTO
Chief Negotiator of
The Joint Venture



Appendix

Main Text				Appendix	
1	General		1	A.1	Updated Main Project Features
2	Priority Issues		1	A.2	Additional Survey Works for 3 Linking Roads
	2.1	General	1	A.3	Updated Proposed Contract Packaging
	2.2	Priority Items	1	A.4	Updated Proposed Project Implementation Program
3	Technical Issues		1	A.5	Detailed Topographic Survey Quantity
	3.1	General	1	A.6	Comparison with Technical Proposal (Topographic Survey)
	3.2	Items mentioned in Technical Proposal (TP)	1	A.7	Detailed Engineering Geological Survey Quantity
	(1)	General	1	A.8	Comparison with Technical Proposal (Engineering Geological Survey)
	(2)	Project Components (TOR 1, TP Section C.2 (1))	1		
	(3)	Contract Packaging and Project Implementation Program (TOR 3.3.1, TP Section C.2 (2))	2		
	(4)	Scope of Services (TOR 3.3.2 Surveys and Investigations, TP Section C.2(3))	2		
	(5)	Scope of Services (TOR 3.3.3 Detailed Design of Road, Bridges and Other Structures, TP Section C.2 (3))	4		
	(6)	Scope of Services (TOR 3.3.6 Review and Update, as Necessary an EIA, EMP, EMDP and RAP, TP Section C.2 (3))	4		
	(7)	Scope of Services (TOR 3.4 Procurement Assistance, TP Section C.2 (3))	4		
	(8)	Scope of Services (TOR 3.6 Technology Transfer, TP Section C.2 (3))	4		
	(9)	Reports and Documents (TOR 4, TP Section C.2 (4))	5		
	(10)	Consultant Personnel (TOR 5, TP Section C.2 (5))	5		
	3.3	Items Newly Identified after Submission of Technical Proposal	5		

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1 General

We propose to categorize items to be discussed with the following three (3) issues:

Table 1.1 Three Categories of Items to be Discussed

No.	Category	Contents
1	Priority Issues	Items necessary to be discussed at the earliest time during the contract negotiation for both technical and commercial issues
2	Technical Issues	Technical issues should be confirmed their required scope of works basically in accordance with Technical Proposal.
3	Commercial Issues	Commercial issues include contractual issues, financial issues, administrative issues and other commercial issues.

2 Priority Issues

2.1 General

Following three (3) items should be discussed at the earliest time during the contract negotiation because those issues are crucially important for smooth start of the consulting services.

2.2 Priority Items

Table 2.1 Priority Items

No.	Comments	Discussion Results (Draft)
P01	Early Commencement of GPS Survey It is strongly propose to start GPS Survey as early as possible so that all topographic survey should be completed before rainy season.	Agreed with the Consultant's proposal Consultant shall submit the proposed working program including work method, work organization, work schedule, technical specifications, QA/QC method, work quantities and cost estimates to PMU85 for approval as soon as possible.
P02	Early Commencement of Hydrological Survey It is strongly propose to start Hydrological Survey as early as possible so that design flood level based on hydrological analysis should be estimated as early as possible in order to provide the design control to the vertical alignment design of the expressway.	Agreed with the Consultant's proposal Consultant shall submit the proposed working program including work method, work organization, work schedule, technical specifications, QA/QC method, work quantities and cost estimates to PMU85 for approval as soon as possible.
P03	Office Arrangement in Danang It is strongly propose to provide PMU85 Danang office for our design office with free charge of rental. Consultant will pay the office running cost monthly basis to PMU85.	- Must be in compliance with regulations of Law. - The Consultant is requested to submit its proposal in written to PMU85 (cc to VEC)

3 Technical Issues

3.1 General

Technical issues are further categorized into two (2) sub-categories, i) Items mentioned in Technical Proposal (TP), and ii) Items not mentioned in TP but newly identified.

3.2 Items mentioned in Technical Proposal (TP)

(1) General

Documents related to TOR of the Services, issued by PMU85 on behalf of VEC are as follows:

- Original RFP issued on February 12, 2010;
- Minutes of Pre-proposal Conference issued on February 26, 2010;
- Clarifications on RFP issued on March 22, 2010;
- **Revised RFP issued on April 9, 2010;**
- Clarifications on RFP issued on April 22, 2010;
- Clarifications on RFP issued on April 29, 2010.

After submission of the Technical Proposal, we reviewed details of the TEDI F/S (April 2010) and TOR **revised RFP issued on April 9, 2010** again, and "Item to be Discussed on Contract Negotiation" is prepared in the following categories in accordance with TOR:

- Project Component (TOR 1);
- Contract Packaging and Project Implementation Program (TOR 3.3.1);
- Scope of Services (TOR 3);
- Reports and Documents (TOR 4);
- Consultant Personnel (TOR 5).

(2) Project Components (TOR 1, TP Section C.2 (1))

Table 3.1 Project Components (TOR 1, TP Section C.2 (1))

No.	Comments	Suggestions	Discussion Results (Draft)
T01	Project Components (TOR 1) TOR 1 mentions as follows for the Project components: (1) Component A: Civil Works Construction of four-lane dual carriageway road (with capacity for eventual widening to six-lanes) and 131 km in total length. (2) Component B: ITS (Intelligent Transport Systems) Works Provision of traffic management and toll collection facilities. (3) Component C: Expressway Operations and Maintenance Planning an institution to operate and maintain the expressway and identifying facilities and equipment that it will need.	1) We reviewed details of the TEDI F/S (April 2010) after submission of the Technical Proposal, and updated the main Project features shown in Appendix A.1 . 2) In addition to the linking road above, the following 3 other linking roads were listed in the WB supplemental study (May 2009) to improve the transport linkage between the interchanges and existing NH1A. ➤ NH14E (KM041+121) ➤ District Road 616 (KM064+200) ➤ Provincial Road 623 (KM124+400) 3) Additional survey quantities for the 3 linking roads is summarized in Appendix A.2 .	1) Follow approved FS. 2) The Consultant shall only carry out return design for roads within the intersection area with the expressway.

No.	Comments	Suggestions	Discussion Results (Draft)
	planimetric survey of roads can be used for those structures. The specifications of profile and cross section survey required in TOR are also excessive for those structures.	2) We update the survey specifications of profile and cross section surveys as follows: ➢ Profile survey length • Underpass : 140 m at centerline • Drainage : 100 m at centerline ➢ Cross section survey width • Underpass : 20 m/side • Drainage : 20 m/side	
T06-5	<u>Survey of Intersection Points (10th para)</u> TOR requires survey of the intersection points with existing facilities. We understand that the works are included in the planimetric surveys of road in accordance with 22 TCN 263-2000.	1) We conduct the planimetric, profile and cross section surveys at the intersections on linking road separately from the survey of main roads for design of the intersections and crossing roads.	Agreed to follow TOR.
T06-6	<u>Survey of Canals and Dykes (14th para)</u> TOR requires the survey for canals and dykes. We understand that this requirement is needed for re-alignment section of canal. TOR requires the profile and cross section surveys at scale of 1/100, however, this scale is excessive.	1) We conduct the profile and cross section surveys for re-alignment section of canal. 2) We utilize the planimetric survey of roads instead of the planimetric survey of re-alignment of canal. 3) We update the survey specifications of cross section survey at scale of 1/200.	Agreed to follow TOR.
T06-7	<u>Hydrologic survey of bridge (TOR 3.3.2(2)(ii), 6th para)</u> TOR requires the survey of cross sections of flow at bridges, however, not clearly specified the requirements. The river profile survey is also not mentioned.	1) We update the survey specifications in TOR with the river surveys as follows: ➢ River profile survey: • 30 m interval with 200 m length (20 large river bridges (L > 100 m)) • 1 profile with 100 m length (10 other river bridges (L < 100 m)) ➢ River cross section survey: • 4 cross sections (20 large river bridges) • 2 cross sections (10 other river bridges)	Agreed to follow TOR. Regarding the Consultant's proposal: agree with its proposal for surveys, however do not list number of bridges. The Consultant shall incorporate this item into its plan and submit to VEC/PMU85 for approval.
T06-8	<u>Planimetric Survey of Tunnel (not mentioned in TOR)</u> Topographic survey of the tunnel portals is not included in TOR and should be added to the survey items.	1) We update the survey specifications in TOR with the planimetric survey of tunnel portals at scale of 1/500.	Agree with the Consultant's proposal. The Consultant shall submit detailed applicable specifications (survey specifications related to tunnel have not been available in Vietnam) to VEC/PMU85 for approval or to authorities for approval.
T06-9	<u>Survey for Frontage Roads (not mentioned in TOR)</u> TOR does not mention the survey requirements for frontage roads. We understand that the frontage roads are located inside ROW, and only planimetric survey is required in Vietnamese standards.	1) We utilize the planimetric survey of main roads instead of the planimetric survey of frontage roads. In case of frontage roads are located outside ROW, we conduct the planimetric survey for the frontage roads <u>as additional works</u> .	Agreed to follow TOR. VEC confirmed that frontage roads are located inside survey areas (70m from center line to both sides). Thus, there is no additional works of frontage road survey.
T07	<u>Survey of Hydrographical Data (TOR 3.3.2(2)(ii))</u>		
T07-1	<u>Flow Rate and Velocity of Rivers (1st and 6th para)</u> TOR requires data collection of water level and velocity of rivers from meteorological stations. We understand that sufficient data can not collect from the river survey stations.	1) We survey the water level and velocity of the five large rivers as follows: ➢ Thu Bong River (KM017+662, Ky Lam Bridge) ➢ Ba Ren River (KM020+185, Chim Son Bridge) ➢ Tam Ky River (KM068+308, Tam Ky Bridge) ➢ Tra Bong River (KM109+320, Tra Bong Bridge) ➢ Tra Khuc River (KM125+700, Tra Khuc Bridge) 2) The specifications of the survey are as follows: ➢ Water level: 2 locations*3 sections per bridge ➢ Velocity: 2 locations*3 sections per bridge	Agreed to follow TOR. VEC shall support the Consultant in publishing documents to introduce the Consultant to relevant entities for working purposes.
T07-2	<u>Inundation Analysis (not mentioned in TOR)</u> Some sections on the Project road are on inundation plains. We understand that the inundation analysis is essential to establish the hydrological requirements for the viaducts, cross-drainage culverts and embankments. Furthermore, cost benefit analysis is so recommended to optimize the viaduct construction in consideration of the socio-economic damage. However, those analyses are not mentioned in TOR.	1) We conduct the inundation and cost benefit analyses in the Services. Our proposed methodology is shown in Task 3.2.3 of the Technical Proposal.	Agreed to follow TOR.
T08	<u>Engineering Geological Survey (TOR 3.3.2(2)(iii))</u>		
T08-1	<u>Mechanical Boring for Deep Excavation (2nd para)</u> TOR mentions "Drill one hole at expressway centerline per 75 m; drill geological cross-sections with two holes for two sides per 150 m". We understand that boring for deep excavation is necessary at the section where the slope height is more than 20 m and the length is more than 200 m. However, 75 m interval at centerline is excessive, and 200 m interval is appropriate. As for the cross-section boring, it is also necessary at the section where the slope height is more than 30 m.	1) We update the survey specifications in TOR with boring at expressway centerline per 150 m in the section where the slope height is more than 20 m and the length is more than 200 m. The list of deep excavation sections are estimated as follows: ➢ KM031+600 to KM031+900 ➢ KM034+500 to KM034+800 ➢ KM091+900 to KM092+100 ➢ KM093+900 to KM094+100 ➢ KM104+100 to KM104+300 ➢ KM111+600 to KM112+000 ➢ KM114+300 to KM114+500	Agreed to follow TOR. According to Vietnam's specification slope > 12m with any length is considered as deep excavation and high embankment Do not list specific data in this step.
T08-2	<u>Mechanical Boring for Bridge (3rd para)</u> TOR mentions "Each abutment and bridge pier have one drilled hole; the hole is 3 to 5 m deeper than pile foundation". We understand that the depth of the drilled hole is 3 to 10 m deeper than pile foundation in accordance with Vietnamese standards. Furthermore, depth of the drilled hole depends on the type of the bearing layer; it is not mentioned in final report of the TEDI FS.	1) We estimated the depth of the mechanical boring for bridges with 15 m (shallow foundation) and 7 m deeper than pile foundation (pile foundation).	Agreed to follow TOR and Vietnam's specification.
T08-3	<u>Mechanical Boring for Tunnel (4th para)</u> TOR mentions "Drill one hole at the expressway center line per 50 m". However, 50 m interval is excessive. We understand that 1 hole at each portal, 2 holes between the portals, and horizontal drilling with 100 m long at each portal are appropriate in accordance with survey guideline of Japanese Expressway Corporation (NEXCO).	1) We update the survey specifications in TOR with tunnel boring, 1 hole at each portal, 2 holes between the portals, and horizontal drilling with 100 m long at each portal.	The Consultant is requested to submit tunnel survey specifications. In case of the survey specification of Consultant is approved and suit with Consultant's proposal so VEC will agree with the Consultant's proposal.

No.	Comments	Suggestions	Discussion Results (Draft)
T08-4	<u>Geotechnical Test for Tunnel (4th para)</u> TOR mentions "Testing 17 undisturbed soil samples/ each boring and 8 disturbed samples/each boring". However, the specifications are not clear what standards are referred.	1) We update the survey specifications in TOR with geotechnical test for tunnel in accordance with Japanese standards. The item and quantity are shown in Table 1.7 of the Technical proposal.	The Consultant is requested to submit tunnel survey specifications. In case of the survey specification of Consultant is approved and suit with Consultant's proposal so VEC will agree with the Consultant's proposal.
T08-5	<u>Seismic Measurement for Tunnel (4th para)</u> TOR mentions "Seismic measurement at 4 points at the depth of 50 m and 8 points at the depth of 100 m is carried out to identify strata structure". However, this description is not clear. We understand that along the centerline and 632 m long (tunnel length +100 m) at each tunnel are sufficient.	1) We update the seismic measurement specifications in TOR with along the centerline and 632 m long at each tunnel.	The Consultant is requested to submit tunnel survey specifications. In case of the survey specification of Consultant is approved and suit with Consultant's proposal so VEC will agree with the Consultant's proposal.
T08-6	<u>Mechanical Boring for Residential Culvert (5th para)</u> TOR mentions "Drill two staggered holes at each location of residential underpass". We understand that this number is excessive, and 1 bore hole at each residential underpass is appropriate.	1) We update the survey specifications in TOR with 1 bore hole per each residential underpass.	Agreed to follow TOR.
T08-7	<u>Mechanical Boring for Building (6th para)</u> TOR mentions "each location has at least 4 holes". However, some small buildings such as toll gates are unnecessary 4 bore holes.	1) We update the survey specifications in the TOR with 1 to 4 bore holes per buildings.	Agree "each location has at least from 2 to 4 holes" and the specific alternate shall be submitted to VEC/PMU 85 before implementation
T08-8	<u>Pavement Strength Test (not mentioned in TOR)</u> TOR does not mention the survey requirements for the pavement of existing roads. We understand that the evaluation of existing pavement strength is necessary to design the existing roads in the Project.	1) We conduct the Belkeman test for the pavement on the existing roads in the Project as follows: ➢ Belkeman test: 1 nos./50 m	Agreed to follow TOR. According to TOR, The Consultant must collect the data about the existing roads. The Belkeman experiment shall be applied to check the road structure or collect data from road management companies. The Consultant must do that as its works within survey items.

(5) Scope of Services (TOR 3.3.3 Detailed Design of Road, Bridges and Other Structures, TP Section C.2 (3))

Table 3.4 Scope of Services (TOR 3.3.3 Detailed Design of Road, Bridges and Other Structures, TP Section C.2 (3))

No.	Comments	Suggestions	Discussion Results (Draft)
T09	Detailed Design of Road, Bridges and Other Structures (TOR 3.3.3)		
	TOR 3.3.3(5) e. mentions "Cross sections: 1:50" for the scale of cross section drawings. However, TOR 3.3.2(2)(i) 8th para mentions "Survey of cross-section at scale of 1/200". We understand that the standard scale of drawings for cross section is 1:200.	1) We update the drawing specifications of the scale of cross section drawing in TOR to 1:200.	Agree with the Consultant's proposal

(6) Scope of Services (TOR 3.3.6 Review and Update, as Necessary an EIA, EMP, EMDP and RAP, TP Section C.2 (3))

Table 3.5 Scope of Services (TOR 3.3.6 Review and Update, as Necessary an EIA, EMP, EMDP and RAP, TP Section C.2 (3))

No.	Comments	Suggestions	Discussion Results (Draft)
T10	Review and Update, as Necessary an EIA, EMP, EMDP and RAP (TOR 3.3.6)		
T10-1	<u>Detailed Measurement Survey (TOR Annex B (2))</u> TOR mentions "a detailed measurement survey (DMS) of all lost assets is conducted, and the AP database is finalized". We confirmed that DMS was conducted of all lost assets based on the F/S alignment in RAP. Therefore, DMS is necessary to conduct only the sections where alignment will be changed from the F/S.	1) The quantity of DMS is unknown in this stage. We confirm the survey quantity when the alignment will be fixed in the basic design, and negotiate and agree the survey cost with VEC/PMU85 as additional works.	VEC reconfirm the work of the Consultant is updating data and collecting information into reports (do not need to do detailed survey) This work is similar with the one in Project Hochiminh city - Long Thanh - Dau Giay of the Consultant.
T10-2	<u>Socio-economic Survey (TOR Annex B (3))</u> TOR mentions "If resettlement plan (RP) updating does not occur for at least two years after socio-economic survey (SES) which was undertaken during the Feasibility Study, another SES will be carried out. It will cover 20% of severely affected peoples (APs) and at least 10% of all other APs, disaggregated by gender, ethnicity, and type of impact". We confirmed that SES was conducted within the past 2 years in RAP, and covered the requirements above.	1) In case SES is necessary to conduct in the Services by delaying the commencement of the Services, we agree to conduct SES as additional works.	VEC reconfirm the work of the Consultant is updating data and collecting information into reports (do not need to do detailed survey). This work is similar with the one in Project Ho Chi Minh city - Long Thanh - Dau Giay of the Consultant.

(7) Scope of Services (TOR 3.4 Procurement Assistance, TP Section C.2 (3))

Table 3.6 Scope of Services (TOR 3.4 Procurement Assistance, TP Section C.2 (3))

No.	Comments	Suggestions	Discussion Results (Draft)
T11	Procurement Assistance (TOR 3.4)		
	TOR mentions that the Consultant shall assist VEC/PMU85 in all of the tendering procedures. However, Special Condition of Contract 1.7 mentions that the Services period is only 14 months, and the procurement period can not be secured in consideration of the L/A schedules of WB and JICA (see D.1.3.1(d) of the Technical Proposal).	1) We propose to provide the procurement assistance flexibly to meet the L/A schedules. 2) We propose that cost for the procurement assistance after 14th months will be born by VEC/PMU85 as additional works.	1. The Consultant shall assist the Employer in preparing the tendering documents (proposal evaluation, contract negotiation, contract signing are not the Consultant's responsibilities.) 2. The payment is according to TOR

(8) Scope of Services (TOR 3.6 Technology Transfer, TP Section C.2 (3))

Table 3.7 Scope of Services (TOR 3.6 Technology Transfer, TP Section C.2 (3))

No.	Comments	Suggestions	Discussion Results (Draft)
T12	Technology Transfer (TOR 3.6)		
	TOR mentions "The Consultant shall undertake training and technology transfer for the Client and PMU85"; however, participants of the program should be open to other than the VEC/PMU85.	1) We recommend that the program provide to four (4) types of participants: a) VEC/PMU85, b) key local professional staff, c) relevant authorities i.e. traffic police, and d) ordinal people as road users.	Agree with the Consultant's proposal

(9) Reports and Documents (TOR 4, TP Section C.2 (4))

Table 3.8 Reports and Documents (TOR 4, TP Section C.2 (4))

No.	Comments	Suggestions	Discussion Results (Draft)
T13	Reports and Documents (TOR 4) TOR 4 mentions the required reports and documents with submission time. However, there are more reports and documents which are required to complete the Services. In addition, we propose the Project I/P with the GOVN packages and the submission time of the reports and documents for the GOVN packages is not matched with TOR and the WB/JICA packages.	<ol style="list-style-type: none"> 1) We propose to add the Services completion report as required reports and documents. 2) In addition to the required reports and documents, we propose to prepare the several technical reports for discussion whenever appropriate. 3) Regarding the GOVN packages, we submit some of the reports and documents separately from the WB/JICA packages 4) We translate all of reports, documents and technical reports to Vietnamese for speedy processing of reviewing/approving by the relevant organizations. 	Agree with the part 1, 2, 4 of the report. part 3 is ignored due to there is not loan from the Government.

(10) Consultant Personnel (TOR 5, TP Section C.2 (5))

Table 3.9 Consultant Personnel (TOR 5, TP Section C.2 (5))

No.	Comments	Suggestions	Discussion Results (Draft)
T14	Consultant Personnel (TOR 5.1, 5.2)		
	Key International Professional Staff (TOR 5.1) TOR 5.1 mentions the required positions of the key international professional staff with 23 positions and total in 247 man-months (M/M). In line with our Technical Proposal, some positions are necessary to addition and rearrangement from TOR.	<ol style="list-style-type: none"> 1) We propose 38 key international professional staff in total 239 M/M We updated the calendar of time schedule for key international professional staff shown in Appendix A.10. 2) Our proposed alteration for the positions in TOR is shown in Table 1.10 of the Technical Proposal. 	Agree with the Consultant's proposal. However the key persons shall not be replaced. If the key person is replaced, the Consultant shall inform in order to be revised by Procurement Team of VEC.
	Key Local Professional Staff (TOR 5.2) TOR 5.2 mentions the required positions of the key local professional staff with 22 positions and total in 600 man-months. In line with our Technical Proposal, some positions are necessary to addition and rearrangement from TOR.	<ol style="list-style-type: none"> 1) We outsource the detailed engineering design of all bridges/interchanges to Vietnamese sub-consultants to minimize the personnel inputs and shorten the design period. 2) We propose 57 key local professional staff in total 357 M/M. We updated the calendar of time schedule for key local professional staff shown in Appendix A.10. 3) Our proposed alteration for the positions in TOR is shown in Table 1.11 of the Technical Proposal. 	Agree with the Consultant's proposal. However the key persons shall not be replaced. If the key person is replaced, the Consultant shall inform in order to be revised by Procurement Team of VEC.
	Local Supporting Staff (TOR 5.2) TOR 5.2 mentions only the max. M/M total in 266 M/M for the local supporting staff.	<ol style="list-style-type: none"> 1) We propose 21 supporting staff in total 250 M/M We updated the calendar of time schedule for local supporting staff shown in Appendix A.10. 	Agree with the Consultant's proposal

3.3 Items Newly Identified after Submission of Technical Proposal

Table 3.10 Items Newly Identified after Submission of Technical Proposal

No.	Comments	Suggestions	Discussion Results (Draft)
T15	AutoCAD We understand that VEC purchased AutoCAD licenses in the detailed engineering design of Ho Chi Minh - Long Thanh - Dau Giay Expressway Development Project.	<ol style="list-style-type: none"> 1) We would like to propose to borrow those licenses from VEC. We understand that this use will contribute to VEC's efficient and effective asset utilization 	Agree. However Nippon Consultant is holding AutoCAD licenses of Project Hochiminh city - Long Thanh - Dau Giay. The Consultant is required balance their work for effective use.

(3) Contract Packaging and Project Implementation Program (TOR 3.3.1, TP Section C.2 (2))

In the Pre-proposal Conference held on February 26, 2010, it was emphasized the necessity of commencement of construction works within 2010, and we were requested to propose the appropriate arrangement to realize it. Considering the Project implementation program (I/P) with this special requirement, in accordance with the requirements in TOR 3.3.1 (Revised RFP issued on April 9, 2010), we propose those in Section D.1.3(1)(a) of the Technical Proposal.

Table 3.2 Contract Packaging and Project I/P (TOR 3.3.1, TP Section C.2 (2))


No.	TOR	Suggestions	Discussion Results (Draft)
T02	Commencement of Works within 2011 (TOR 3.3.1) TOR 3.3.1 requests to commence the works within 2011.	<ol style="list-style-type: none"> 1) We recommend mobilizing state budget for one (1) package in each city/province (GOVN packages) to enable them to commence the construction works within 2011. 2) We recommend adopting Single Source Selection (SSS) procedure for the GOVN packages according to Decree No. 85/2009/ND-CP dated October 15, 2009 to shorten the procurement period. SSS method is allowed in case of contract amount is less than 15 Bil.VND, however, more than 15 Bil.VND is also possible with approval from GOVN. 3) It is strongly recommended that a tripartite meeting among GOVN, WB and JICA shall be held to finalize the funding demarcation as early as possible. 	The commencement plan in 2011 is infeasible. On the other hand, there is no package under 15 Bil.VND and there is no package using single source selection procedures.
T03	Contract Packaging (TOR 3.3.1) The requirements for the contract packaging and Project I/P in TOR 3.3.1 are summarized as follows: a. <u>Single City/Province</u> Arrange individual packages confined to a single city/province. b. <u>Single Financier</u> Arrange individual packages to be financed by only a single financier. c. <u>Value of Package</u> Arrange value of a package from 70 to 100 Mil.USD.	We propose contract packaging shown in <u>Appendix A.3</u> .	Agreed to follow TOR.
T04	Project I/P (TOR 3.3.1) There is no clear indication regarding the project implementation program in TOR including VEC's intended work demarcation between the World Bank and JICA.	<ol style="list-style-type: none"> 1) We propose Project I/P shown in <u>Appendix A.4</u>. Please kindly advise further for the project implementation for our construction planning and procurement planning. 2) Environmental consideration and bidding documents should be prepared in accordance with the guidelines of each funding organization. 	<ol style="list-style-type: none"> 1. Project implementation plan will be discussed in details later. 2. Agreed with the Consultant's proposal.

(4) Scope of Services (TOR 3.3.2 Surveys and Investigations, TP Section C.2 (3))

Table 3.3 Scope of Services (TOR 3.3.2 Surveys and Investigations, TP Section C.2 (3))

No.	Comments	Suggestions	Discussion Results (Draft)
T05	Surveys (TOR 3.3.2(2)) TOR does not mention about the survey quantities.	<ol style="list-style-type: none"> 1) We reviewed details of the TEDI F/S (April 2010) after submission of TP, and estimated the detailed survey quantities to meet the requirements of Vietnamese standards completely. The detailed survey quantities are as follows: <ul style="list-style-type: none"> ➢ Topographic survey: see <u>Appendix A.5</u> (Comparison with TP: see <u>Appendix A.6</u>) ➢ Eng. Geological Survey: see <u>Appendix A.7</u> (Comparison with TP: see <u>Appendix A.8</u>) ➢ Other Surveys: same with the Technical Proposal 	The Consultant shall carry out surveys complying with TOR. On that basis, detailed plan shall be set up and to be submitted to VEC/PMU85 for approval. During negotiations period, it is requested to not propose detailed items as the Consultant's appendices.
T06	Topographic Survey (TOR 3.3.2(2)(i)) <u>Existing Control Points (1st to 4th para)</u> We understand that the control points established in the TEDI F/S (April 2010) can be used in the Services.	<ol style="list-style-type: none"> 1) We utilize the existing control points established in the TEDI F/S in the following sections: <ul style="list-style-type: none"> ➢ KM000+000 to KM016+000 ➢ KM060+000 to KM073+000 ➢ KM109+000 to EP (KM139+522) We check the control points above in the Services. If there is any problem, we establish new control points in the above section as additional works. 	<p>According to TOR, it is this item that the Consultants must carry out.</p> <p>Receipt by the Consultant of data of control network and traverse network from TEDI or any other consultant firms and checking problems are the Consultant's business, they are not additional works.</p>
T06-2	<u>Site Planning (Planimetric Survey) (5th para)</u> TOR requires the measurement range in the expressway from centerline to both sides of 70 m. However, this width is insufficient in some deep excavation sections.	<ol style="list-style-type: none"> 1) We propose to extend the measurement range up to 120 m in the following deep excavation section: <ul style="list-style-type: none"> ➢ KM034+400 to KM034+860 	<p>Agreed to follow TOR.</p> <p>It is specified in TOR: "scope of main works shall include but not limit" and "The site plan is required to have full description of topography, ground objects, underground structures..."</p> <p>Thus, for deep excavation or high embankment need extend measurement, the Consultant is requested to set up a plan and submit it to VEC/PMU85 for approval.</p>
T06-3	<u>Cross-section Survey (8th para)</u> TOR does not mention the required interval of the cross-section survey. We understand that the interval of the cross-section survey is 20 m in accordance with 22 TCN 263-2000. TOR requires survey range of 70 m from centerline to both sides of expressway. However, this range is not necessary for the normal embankment and excavation road section. The survey range of 70 m only to be applied for the deep excavation and high embankment sections. Particularly, some sections need to extend the measurement range up to 120 m.	<ol style="list-style-type: none"> 1) We update the survey specifications in TOR with 20 m interval of the cross section survey. 2) We propose to carry out the cross section survey with measurement range of 50 m from centerline to both sides for whole alignment. In particular, special sections should be measured as follows: <ul style="list-style-type: none"> ➢ KM034+400 to KM034+860 (120 m/each side) ➢ KM091+800 to KM092+100 (70 m/each side) ➢ KM093+940 to KM094+240 (70 m/each side) ➢ KM104+100 to KM104+300 (70 m/each side) ➢ KM111+600 to KM113+000 (70 m/each side) ➢ KM114+300 to KM114+500 (70 m/each side) 	Agreed to follow TOR.
T06-4	<u>Survey of Culverts (9th and 13th para)</u> TOR requires planimetric surveys of the residential underpass and drainage culvert. We understand that the	<ol style="list-style-type: none"> 1) We utilize the planimetric surveys of road instead of the planimetric surveys of drainage culvert and residential underpass. 	Agreed to follow TOR.

The General Conditions of Contract

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II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country (or in such other country as may be specified in the Special Conditions of Contract (SC)), as they may be issued and in force from time to time;
- (b) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- or
- (b) "Association" means the International Development Association, Washington, D.C., U.S.A.;
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Foreign Currency" means any currency other than the currency of the Government;
- (f) "GC" means these General Conditions of Contract;
- (g) "Government" means the Government of the Client's country;
- (h) "Local Currency" means the currency of the Government;
- (i) "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;



- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- (n) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been 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 address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A 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.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Fraud and Corruption

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the

Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(d).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

1.8.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8.

¹ "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

³ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ A "party" refers to a participant in the selection process or contract execution.

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- 1.8.2 Measures to be Taken** (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;
- 1.8.3 Commissions and Fees** The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a

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Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the client has engaged in

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corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (e) if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Consultants The Consultants may terminate this Contract, 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) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

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3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants The remuneration of the Consultants pursuant to Clause 6 shall **Not** constitute the Consultants' sole remuneration in connection with this **Benefit from** Contract or the Services, and the Consultants shall not accept for **Commissions** their own benefit any trade commission, discount, or similar , **Discounts**, payment in connection with activities pursuant to this Contract or to **etc.** the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Consultants The Consultants agree that, during the term of this Contract and after **and** its termination, the Consultants and their affiliates, as well as any **Affiliates** Sub-consultant and any of its affiliates, shall be disqualified from **Not to be** providing goods, works, or services (other than the Services and any **Otherwise** continuation thereof) for any project resulting from or closely related **Interested in** to the Services. **Project**

3.2.3 Prohibition of Conflicting Activities Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after

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the 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 the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect its accounts and records relating to the performance

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of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures.).

4. CONSULTANTS' PERSONNEL

- 4.1 Description of Personnel** of The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the

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- Law** cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available to the Consultants the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANTS

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable** The Parties shall use their best efforts to settle amicably all disputes

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Settlement

arising out of or in connection with this Contract or its interpretation.

**7.2 Dispute
Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot 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 for settlement in accordance with the provisions specified in the SC.


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The Special Conditions of Contract

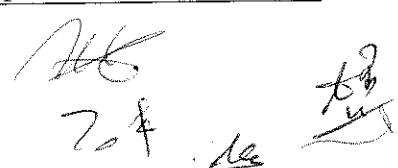
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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words "in the Government's country" are amended to read "in Vietnam"
1.1(i)	Leader of the Joint Venture is Nippon Koei Co., Ltd
1.3	The language of contract is English. A Vietnamese version will be prepared for convenience but will not be signed. In case of any discrepancy, the signed contract will prevail.
1.4	<p>The addresses are:</p> <p>Client: Project Management Unit No. 85 184, Nguyen Sy Sach street, Vinh city, Nghe An province, Vietnam</p> <p>Attention: Mr. Nguyen Ngoc Canh, General Director Telephone: (84-4)3831 270 Facsimile: (84-4)3 834 705 Email: bqlda85@fpt.vn</p> <p>Consultant: Nippon Koei (NK) in JV with Nippon Engineering Consultants Co., Ltd (NE), Chodai Co.,Ltd (Chodai) and Thai Engineering Consultants Co., Ltd (TEC)</p> <p>Attention: Mr. Takashi Seki, General Manager of Infrastructure Development Division Telephone: +81-5276-3867 Facsimile: +81-5276-3306 E-mail: int.r@gx.n-koei.co.jp</p>
1.6	<p>The Authorized Representatives are:</p> <ul style="list-style-type: none"> - The Client: Mr. Nguyen Trung Sy, Deputy General Director - The Consultant: Mr. Ichizuru Ishimoto, Project Manager/Team Leader
1.7	<ul style="list-style-type: none"> - The Consultant is responsible for taxes registration, declaration and payment for all local taxes, fees and others, and shall provide the relevant information and evidence accurately, quickly and timely for the Employer's review and supervision. - The Client shall pay output VAT and CIT to the Consultant. The Consultant has responsibility for paying and balancing input and output VAT at local tax office. The Consultant shall submit to the Client the copy of monthly VAT declaration certified by the local tax office and evidence for the CIT amount actually paid by the consultant. <p>The Client support the Consultant for the necessary procedures for Personal Income Tax (PIT) exemption for all foreign experts working under the contract in compliance with Prime Minister's Decision No. 119/2009/QĐ-TTg dated October 1, 2009 and the Joint-Circular 12/2010/TTLT-BKHDT-BTC issued jointly by Ministry of Planning and</p>


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	<p>Investment and Ministry of Finance on May 28, 2010.</p> <p>- The Consultant shall be exempted from import taxes and VAT in respect of:</p> <p>(a) any equipment, materials, and supplies brought into the Government's country by the Consultants or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any property brought into the Government's country by the Consultants, any Sub-consultants, and the Personnel of either of them (other than nationals of the Government or permanent residents of the Government's country) for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country.</p>
2.1	The Contract shall come into effect after the Contract is signed.
2.2	The date for the commencement of Services is the day that the Client and the Consultant agree in writing or shall be within fourteen (14) days after receipt of the Notice to Proceed issued by the Client.
2.3	The period shall be 14 months.
3.2.1	<p>"Procurement Rules of Funding Agencies</p> <p>Furthermore, if the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.</p>
3.4	<p>The risks and coverage shall be:</p> <p>(i) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-consultants or their Personnel, with a minimum coverage of 1,600 USD for a person per year and 1,600 USD for a vehicle per year.</p> <p>(ii) Third Party liability insurance, with a minimum coverage of 1,600 USD for a person per year and 1,600 USD for asset per year.</p> <p>(iii) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel,</p>



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	<p>any such life, health, accident, travel or other insurance as may be appropriate.</p> <p>(iv) Professional liability with a minimum coverage equivalent to the Contract Price</p> <p>(v) Loss or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Service.</p>
3.7	The Consultants shall not use these documents and software of Project for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	<p>The Client shall facilitate the Consultant to collect documents and discuss with relevant agencies for project implementation purposes.</p> <p>The Client shall support necessary procedures for the foreign experts of the Consultant working in Vietnam.</p>
6.2(a)	<p>The amount in foreign currencies is: JPY 463,338,527 and US\$ 6,174,100 including all taxes and fees in compliance with regulations; Contingencies is JPY 40,015,600 and US\$ 533,218.</p> <p>Contingencies are used for additional assignments that are not included in the original TOR of the consultant.</p> <p>The amount of the contingency may be used subject to a separate payment schedule agreed by both parties through an amendment to the contract and with the prior agreement of the Bank and VEC. The Consultant may propose and submit scopes of works and additional cost to the Client, VEC, WB for their review and approval.</p>
6.2(b)	Not Applicable.
6.4	<p>The accounts are:</p> <p>for foreign currency: Bank Name: The Bank of Tokyo-Mitsubishi UFJ, Ltd. Head Office Bank Address: 7-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo, Japan Beneficiary's Name: Nippon Koei Co., Ltd. Beneficiary's Account No.: 001.9041470</p> <p>for local currency: To be informed after the commencement of the Service.</p> <p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> Twenty (20) percent of the Contract Price (equivalently 92,667,705 JPY+ 1,234,820 USD exclusive of the contingency amount) shall be paid after the commencement date against the submission and approval of a bank guarantee for the same amount.

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	<ul style="list-style-type: none"> • Ten (10) percent of the contract price (equivalently 46,333,853 JPY+ 617,410 USD exclusive of the contingency amount) shall be paid upon submission of Inception Report (ICR) • Twenty Five (25) percent of the contract price (equivalently 115,834,632 JPY+1,543,525 USD exclusive of the contingency amount) shall be paid upon submission and approval of Interim Report, Basic Design Report (BDR) and Prequalification Documents; • Twenty (20) percent of the contract price (equivalently 92,667,705 JPY + 1,234,820 USD exclusive of the contingency amount) shall be paid upon submission and approval of Monthly Progress Report No.9, Detailed Design Reports and Bidding Documents of the first 3 packages. • Fifteen (15) percent of the contract price (equivalently 69,500,779 JPY + 926,115 USD exclusive of the contingency amount) shall be paid upon submission and approval of Detailed Design Reports and Bidding Documents of the remaining packages, Draft Final Project Completion Report and satisfactory completion of the following works: <ul style="list-style-type: none"> ○ Review and update EIA, EMP, EMDP, RAP ○ Construction method and schedule; ○ Preparation of implementation program; ○ Study and design of ITS and toll collection system; ○ Cost Estimate; ○ Expressway operation and maintenance • Ten (10) percent of the contract price (equivalently 46,333,853 JPY + 617,410 USD exclusive of the contingency amount) shall be paid upon submission and approval of Final Project Completion Report. <p>Payment to the Consultant shall be carried out when design reports and other required documents submitted by the Consultant are approved by the Client and relevant authorities. In case payment is fulfilled when design reports are not approved, the Consultant shall be responsible for revising and finalizing the documents until they are approved by relevant authorities</p> <p>The bank guarantee shall be released when the total payments reach fifty-five (55) percent of the contract price (equivalently 254,836,190 JPY + 3,395,755 USD exclusive of the contingency amount)</p> <p>Payment currencies:</p> <ul style="list-style-type: none"> - The lump-sum amount shall be paid in USD and JPY, except VAT and CIT. - VAT and CIT shall be paid in VND.
<p>6.5</p>	<p>Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.</p> <p>The interest rate shall be the prevailing USD interest rate used by</p>

	Vietcombank at the time of payment.
6.6	<p>Exchange rate applied for payment documents</p> <p>The date of exchange rate applied for payment of CIT and VAT shall be 2 days prior to the Consultant' submission date of the payment document to the Client and the source of applied exchange rate is Interbank one issued by the Vietnam State Bank.</p>
7.2	<p>Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the International Chamber of Commerce, Paris (ICC) Arbitration Rules as at present in force.</p>

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Appendix A:
Description of the Services

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IV. Appendices

APPENDIX A - DESCRIPTION OF THE SERVICES

Terms of Reference

1. Background

The Government of the Socialist Republic of Vietnam (GOVN) represented by Ministry of Transport (MOT) is planning to implement Expressway Development (Da Nang - Quang Ngai) Project (hereafter called the Project). Vietnamese MOT is the line agency who makes investment decision for the Project. Vietnam Expressway Corporation (VEC) is the project owner and Project Management Unit No. 85 (PMU85) is the project management consultant at project preparation and implementation phases until the works is handed over and put into operation. PMU85 is authorized by MOT to manage the implementation of Detailed Design Consulting Services Contract and is also the implementing agency who actively works with relevant authorities to solve all the issues related to the Project. The purpose of the Expressway is to improve the inter-regional transport networks to support the socio-economic development in the Central region and in the whole country and promote traffic safety.

In preparation for the Project, the GOVN commissioned a Feasibility Study (FS) in 2003 which was subsequently revised and completed in March 2008 by JETRO Consultants. In order to meet the requirements of the guidelines and loan procedure of the World Bank and other international financial donors, the FS was updated by Nippon Koei Co., Ltd., being completed in May 2009 and completed by Transport Engineering Design Incorporated (TEDI) in 2010. This updated FS is being reviewed and further refined by CPCS Transcom Limited.

The Project consists of the following three components;


- (1) Component A: Civil Works
Construction of four-lane dual carriageway road (with capacity for eventual widening to six lanes) and 131 km in total length.
- (2) Component B: ITS (Intelligent Transport System) Works
Provision of traffic management and toll collection facilities
- (3) Component C: Expressway Operations and Maintenance
Planning an institution to operate and maintain the expressway and identifying facilities and equipment that it will need.

It is currently expected that the project will be implemented with financial support from the World Bank and the Japan International Cooperation Agency (JICA). Funds from these agencies would be used to finance separate sections of the Project. The current Terms of Reference pertain to the entire Project.

2. Objectives of the Consulting Services

The objectives of the consulting services are:

- To undertake the efficient and proper preparation of the detailed engineering design;



- To prepare an implementation program that can ensure delivery of the project in an efficient and timely manner infrastructure in accordance with the implementation program; and
- To promote technology transfer by employing suitably qualified Vietnamese professionals for the detailed design and implementation planning for the Project and by providing appropriate training for staff of the related agencies who will be at various times responsible for the Project.

3. Scope of Services

3.1 General

In executing the services, the Consultant shall follow the current relevant Guidelines and regulation/procedures of GOVN and the Bank based on the FIDIC Conditions of Contracts. The Consultant shall assist PMU85 in all aspects of the work including the review of previous studies, detailed design and tender assistance required for implementation of the Project. The scope of the consulting services broadly consists of, but not limited to, the following works:

1. Review of previous studies.
2. Detailed engineering design including cost estimation and preparation of tender documents and other supporting documentation.
3. Assistance with calling and assessing tenders for works and for contract negotiations.

Special attention is drawn to the requirement that the Consultant conduct independent bid evaluations and give the Client advice on issues related to contract negotiations for the Client's reference.

The Consultant shall perform the tasks listed below:

3.2 Review of Previous Studies and Establishing the Detailed Design Framework

The Consultant shall:

(1) Review Previous Studies

The Consultant shall review the previous studies to acquaint themselves with the evolution of the Project and its current features, and to identify matters that may materially affect the work of the current contract. Key issues will be identified for discussion and agreement with PMU85. The review shall cover, among others, the following subjects:

- a. Review of horizontal and vertical alignment and proposed structures.
- b. Review site-specific social and environmental impacts identified in the Environmental Impact Assessment (EIA) prepared by PMU85 and the mitigation measures proposed in the associated Environmental Management Plan (EMP).
- c. Review construction phasing and management of traffic during construction.
- d. Review toll operation and control facilities, operation and maintenance facilities and services, service areas, parking areas, etc.

(2) Establish Detailed Engineering Design Framework

The Consultant shall:

- a. Establish design criteria and design standards to be applied for the Project.
- b. Recommend and agree with PMU85 the format and content for the Bills of Quantities, cost estimates and prequalification and bidding documents.

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- c. Recommend and agree with PMU85/VEC the time schedule for preparation of the detailed design, the Bills of Quantities, cost estimates, prequalification documents and bidding documents to allow the tendering of works and construction for each contract package to commence immediately after the completion of necessary design and documentation work and the gaining of necessary approvals.

3.3 Detailed Engineering Design and Procurement Planning

Tasks to be undertaken by the Consultant to prepare the detailed engineering design and the planning of procurement will include:

1. Identify project packaging.
2. Conduct surveys and investigations.
3. Prepare detailed design for roads, bridges and other structures.
4. Design of intelligent transport systems and toll facilities.
5. Establish an operation and maintenance system for the project.
6. Prepare an Environmental Impact Assessment, Environmental Management Plan, Ethnic Minority Development Plan (if needed) and Resettlement Action Plan.
7. Recommend construction methods and prepare a construction schedule.
8. Prepare a cost estimate for the Project.
9. Prepare pre-qualification, tender and contract documents.
10. Prepare an implementation program.

In undertaking the detailed engineering design, the Consultant shall:

- a. Use the reference documents of previous studies approved by GOVN and the World Bank as the basis for detailed design.
- b. Use engineering standards approved by GOVN. Where current standards are not available or are unsuitable, the Consultants shall make recommendations for appropriate standards and gain approval from PMU85 for their use.
- c. Undertake the work in a phased manner so that pre-qualification of contractors can occur for packages for which detailed design and documentation is completed while detailed design and documentation continues for other packages.

3.3.1 Packaging

The Consultant shall identify a recommended packaging for the project and get agreement with the Client before commencing detailed design. Packaging shall satisfy the following conditions:

- a. Individual packages should be confined to a single province;
- b. Individual package shall be financed by only a single financier;
- c. The value of a package should generally be from about 70 million to 100 million USD, i.e. neither too big nor too small.
- d. During preparation of the detailed design, the Consultant shall study, initiate the solutions and design a contract package with reasonable scopes of works beforehand so that its construction can be commenced in September, 2012.

3.3.2 Surveys and Investigations

(1) Data collection

- Investigate and collect the following data for cost estimate and general cost

estimate: Production costs related to local transportation activities; depreciation regulations related to traffic vehicles; haulage tables for transportation services; charges for travel, bridges and roads, and insurance; costs for traffic accidents; inflation and exchange rate in the previous years; local unit price for calculation of general cost estimate; consult unit prices of projects under implementation in the region; investigate sources of materials and energies for construction; cooperate with local governments to identify disposal areas for soil and waste materials (including liquid waste)

- Survey for construction material transportation
- Investigate and collect planning data related to the project and work with relevant authorities: Collect planning maps of highways, railways, waterways and maritime; plan of industrial and urban zones along the route; plan of systems of hydraulic works, irrigation, canals, dykes, and pumping stations, etc; plan of underground works and system of underground and overhead lines; Plan of water supply and drainage system; plan of electricity supply and lighting; plan of communication system and other relevant plans along the route, etc (the plans must be granted with official approval of relevant authorities)
- Collect project documents and design document of the relevant projects
- Work and agree in writing with relevant authorities of Da nang city, Quang Nam and Quang Ngai provinces, 5th military zone under Ministry of Defense, EVN, VNPT, PMU of industrial zones and other relevant managing agencies about the following contents: Alignments; alternative design of interchange; scale and location of toll plazas, control center, service stations; elevation of detailed plans of urban zones and industrial zones; location, span or width, and elevation of culvert and frontage road; navigational clearance, railway clearance; documents related to hydraulic works, irrigation, water sources and sewage system for urban zones, clearance of large canals and dykes; areas within military structures, military barracks; and the other relevant documents, etc.

(2) Surveys

Implement detailed surveys served for engineering designs of all work items under the project including: surveys of topography, hydrology, geology and testing, material sources, traffic issues, electricity, land acquisition and resettlement, surveys of relevant underground and overhead structures and staking land acquisition, etc ...,and additional survey quantities (if any) during the design. The surveys must comply with current Vietnamese specifications and standards, and supply sufficient data for documentation of detail engineering designs. Before implementation of surveys, the Consultant must carry out thorough studies on existing documents and data in the previous stages (FS, JETRO). Based on the findings from the studies, the Consultant makes and submits detailed plans for PMU85's approval to implement. Scope of the work are mainly, but not limited, as follows:


(i) Topographic survey

- Class IV primary control points (national coordinate system VN2000): Installed with GPS technology, mark specification is in accordance with standard 22 TCN 263-2000. Each mark's distance is about 3-4 km along the expressway route, and at least 4 marks/ point at points of intersection and large bridges such as Ky Lam, Tam Ky.... and at least 2 marks/ point for the other interchanges and bridges. The marks along the route and at the large bridges and interchanges should be arranged reasonably to avoid overlapping.
- Class IV leveling network: Installed with highly accurate geometric leveling equipment. Marks of IV class leveling network share same positions with those of IV

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class primary control points. Its errors are varied within standard 22 TCN 263-2000.

- Secondary control point (traverse net): measured with electronic tachometer which has accuracy and errors according to standard 22 TC 263-2000. Each mark's distance is about 150m-200 m/1 point along the expressway route, and at least 8 marks/ point for points of interchange and large bridges and at least 4 marks/ point for the other interchanges and bridges. The marks along the route and at the large bridges, interchanges should be arranged reasonably to avoid overlapping.
- Technical leveling network: Marks of technical leveling networks share same positions with those of secondary control point. It is measured with highly accurate geometric leveling equipment. Its accuracy and error is in line with standard 22 TCN 263-2000.
- Site planning: According to the alignment determined in FS, a site plan at scale of 1/1000 is made along the route, with measurement range in the expressway from center line to sides of 70 m and that in level crossing (traverse) from center line to sides of 50 m. The site plan is required to have full description of topography, ground objects, underground and surface structures, high voltage and low voltage lines, ground communication lines, railway signals, location of lakes and ponds, system of irrigation and canals, special ground objects, historical site, temples, pagodas, feretories, cemeteries, and administrative land boundary, etc as well as GPS marks, and secondary control points.
- Detailed stakeout works: According to the above site plan at scale of 1/1000, alignment design must comply with the specification and is agreed with relevant authorities (locality, military, etc). Based on system of secondary control points, official setting out in the field includes: top marking, marking in the curve, main stakeout in TS, TC, P, ST, CT; and detailed stake arrangement with max. distance of lower than 20m/ stake, and main stakes in the curve and in changed terrains and stakes of ground objects, culverts, control stakes, locations in planned industrial and urban zones (focusing on starting points and ending points) boundary of communes and districts, etc. Main stakes at top of curves, in TS, TC, P, ST, CT, Km, culverts, bridges, intersection, etc must be concreted according to standard 22 TCN 263-2000.
- Survey of longitudinal section at horizontal scale of 1/1000, and vertical scale of 1/100.
- Survey of cross-section at scale of 1/200. Surveying range is 70 m from center line to both sides of the expressway.
- Survey of culverts for drainage: Planimetric survey of the culverts with span (width) of more than 1.5m is at scale of 1/500 at the culverts, and axial measurement range of 100 m and horizontal one of 100 m for each side. The axial survey of dyke's center line, horizontal survey of dyke, and road crossing at all points of dyke's center line are at scale of 1/200. Surveying range includes range of planimetric survey of the culverts. Intersection angle is surveyed between road and culvert center lines. It is necessary to agree in writing with the relevant agencies on irrigation culverts.
- Survey of intersection points with the other works such as railways, high-voltage and low-voltage lines, communication lines including phone lines, electricity and lighting structures, post and communication cables and underground structures in the expressway routes consists of the following works: measurement of height of rail top at the intersection points with the existing routes; investigation of planned elevation of crossroad, if any; survey of elevation and locating alignment and electrical poles (by coordinate), survey of at least two adjacent poles, intersection angle between lines and perpendicular lines, distance from the center line to the poles, height of the poles,



clearance between the lowest lines and natural surface; and survey of kinds of poles, electricity, cables, pipeline, electric transmission grid, managing agencies.

- Survey of interchanges: Identify crossroad intersecting with designed route (coordinate, station); identify the intersection angle, width of road base, kind of pavement, existing structure, kinds of vehicle, etc in the interchanges; stake out concrete/ iron piles at centerlines, starting points, ending points, top points, and basic points in the curve; make site plan with scale of 1/500 with measurement range within designed interchange range; survey longitudinal section of interchanges and its branches with length scale of 1/1000 and height scale of 1/100; survey cross-section of interchange at scale of 1/200 and distance from centerline to each side of 50m, and survey range is equal to site plan one.
- Survey of bridge: Make elevation plan at construction place of bridge at scale of 1/500; survey profile of bridge at scale of 1/500 at center line of the expressway; stake center line of the bridge with accuracy equivalent to that of secondary control points (it is noted to collect hydrographic and hydraulic data, and the documents agreed with local authorities on plan of rivers, dykes and hydraulic works. It is necessary to survey meteorological data such as: temperature, wind, rainfall, humidity, earthquake, and figures of flow rate, velocity and water level.
- Survey of residential underpass culverts: Make plan at scale of 1/500 with distance from center line to two sides of 200m and 100m respectively along the main route; survey the intersection angle between the interchange and the main route; survey kinds of intersection (district ones, commune ones, and ward ones), scale and plans (if any). Survey profile of intersection at scale of 1/500, at distance from the expressway's centerline to each side of 200m, and survey cross section of intersection at scale of 1/200 from the intersection's centerline to each side of 30m.
- Survey of canals and dykes: Identify location and boundary of canals and dykes; set plan at scale of 1/500 in boundary of canals and dykes; survey longitudinal section of canals and dykes at scale of 1/1000, and their height at scale of 1/100; survey their cross section at scale of 1/100, at distance from their centerline to each side of 20m.
- Survey of toll plazas, control centers, service station, expressway management offices, bus station, communication stations: Establish area control points equivalent to secondary control points; survey topographic plan at scale of 1/500.
- Survey and investigation of land acquisition and resettlement.
- Survey of tunnel portals: The Consultant shall submit detailed applicable specifications (survey specifications related to tunnel have not been available in Vietnam) to the Client for approval or to authorities for approval.
- Survey of frontage roads: Frontage roads are located inside survey areas (70m from center line to both sides). Thus, there is no additional works of frontage road survey.

(ii) Survey of hydrographical data

- Collect meteorological and hydrographical data related to rainfall, wind, and temperature, humidity from meteorological stations, and flow rate and water level at hydrographical stations in rivers in the project area.
- Collect relevant documents and work with Ministry and provincial departments of agriculture and rural development to agree with bridge designs. In terms of the culverts over irrigation systems, it is necessary to work with relevant authorities and local governments to gain agreement on culvert location, width, and required elevation

from its bottom.

- Survey water level along each 1 km distance of the expressway, forming 1 water level group (each water level includes: highest one, frequent one, average one, and lowest one in 3 consecutive years; survey causes and period of flood....For drainage culverts, survey water level groups (each water level includes: highest one, frequent one, average one, and lowest one in 3 consecutive years). Survey year and causes of flood. Illustrate surveyed water level groups in the site plan.
- Survey situation of existing drainage works, irrigational system along and through the route, identify existing cross-section of canals and dykes, their top width, bottom width, depth, bottom elevation, functions, flow direction and longitudinal slope, and mark at their side.
- Survey fully existing situation of drainage, utility purposes and managing agencies of irrigation systems along and through the route.
- Hydrologic survey of bridge: Measure cross-section of flow; survey the water level in form of 3 groups at each location of bridge including: highest one, frequent one, average one, and lowest one in 3 consecutive years, causes and duration of flood.
- Hydraulic and hydrologic calculation: Based on survey data, carry out hydrologic calculation for the engineering design such as designed water level along the route, and hydraulic and hydrologic calculation of bridges and culverts (flow rate, velocity, and water level, general and local scour).

(iii) Engineering geological survey:

The Consultant is required to study thoroughly geological data in FS stage to arrange the holes drilled at stage of the engineering designs, avoiding to quantity overlapping. Requirements of geological drill are as follows:

- Engineering geological survey of normal foundation: Drill both normal foundation and culverts with two holes at the depth of 7 m per 1 km.
- Survey at special sections such as the ones which need deep excavation, embankment or soft ground ones: Drill one hole at the expressway centerline per 75 m; drill geological cross-sections with two holes for two sides and one hole at the centerline per 150 m and these cross-sections should be combined the locations of drilled culverts. Depth of borings must be enough to meet the requirements of detailed design. Carry out Vane shear test (VST) at drilled holes of the centerline at cross-section location. Distance of vane shear is 2 m to bottom of the holes..
- Engineering geological survey of bridge: Each abutment and bridge pier have one the drilled hole (location of abutment and bridge pier is identified after completion of the plan and profile of bridge's center line); the hole is 3-5 m deeper than pile foundation with the completing conditions equivalent to standard of 22 TCN 263-2000; one sample/ 2m is taken. SPT piercing in the holes is carried out with distance of 2m/ point. Test physico-mechanical properties of ground, especially in case of soft ground, test the additional parameters such as Cv, K, organic content, and compress 3 axes in form of UU and CU to provide sufficient data for soft ground treatment.
- Engineering geological survey of tunnel: The Consultant is required to submit tunnel survey specifications. In case of the survey specifications of the Consultant is approved and suit with Consultant's proposal so PMU85 will agree with the Consultant's proposal. Engineering geological survey of tunnel: Drill at least one hole at the tunnel plaza, two holes at expressway centerline and horizontal drills with at least 50m at each tunnel portals. Depth of borings must be enough to meet the requirements of detailed design. Testing 17 undisturbed soil samples/ each boring and

8 disturbed samples/each boring. Seismic measurement at 4 points at the depth of 50m and 8 points at the depth of 100m is carried out to identify strata structure. The consultant shall prepare and submit PMU85 tunnel survey specifications for their review and approval.

- Engineering geological survey of residential underpass culvert: Drill two staggered holes at each location of the residential underpass culvert, one hole at right lane of the expressway, and another at left one; Take one sample/ 2m; carry out SPT piercing in the holes with distance of 2m/ point.
- Engineering geological survey of toll plazas, control centers, service station, expressway management offices: each location has at 2- 4 holes with full depth to provide sufficient data for the design and the specific alternative shall be submitted to PMU85 before implementation.
- Sampling and testing works is carried out in accordance with the standards of 22 TCN 259-2000, 22 TCN 263-2000, 22TCN262-2000 and enough data is required to collect to serve for detailed engineering design. For the embankments on the soft ground, it necessary to test the parameters such as Cv, K, organic content, and compress 3 axes in form of UU and CU to provide sufficient data for soft ground treatment. The Consultant shall collect and store samples, especially the ones at large bridges. These samples shall be handed over to the client upon the Project completion.

(iv) Material Source Survey

This task must be ensured to collect all data of locations of material sources which meet the requirements of the Project, are practical and feasible during construction.

- Back filling materials (borrow pits) and sand for soft ground treatment: identify exploitable soil and sand quarries; work with local governments to gain agreement in writing and then, map out them on plan at scale of 1/50,000. Collect data related to capacity and quality of each quarry; take testing sample to identify necessary parameters of back filling materials and others for soft ground treatment.
- Survey and evaluation of general situation, capacity and transportation length of the routes for exploitation and transportation to the construction site.
- Borrow pits and quarry sites for construction of bridge and culverts, pavement: For borrow pits and quarry sites which are exploited or being exploited, collect data related to their capacity and quality, exploitability, and transporting conditions to the construction site. For new borrow pits and quarry sites, carry out procedures for survey and testing necessary characteristics of each material.

(v) Survey of other relevant structures

- Survey current situations of traffic works in the area to evaluate usage capacity and level that shall be upgraded to construct service roads for construction of the expressway.
- Survey old bridges and culverts on the cross lines: Identify location, survey profile, main cross-section, and elevation of components of existing works; review construction materials; evaluate loading capacity of the works; evaluate fault degrees, suitability and utilizing capacity.
- Survey current situations of irrigation works within study area.
- Survey underground structures, public works: optical cables, underground cables, pipeline, oil and petrol pipeline, etc.
- Survey existing power supply in the route, and request for supplying capacity and

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starting points. For transformer stations, request was made to identify their location, scale, capacity, specifications, and works which is supplied with power, etc. Survey additional locations of transformer stations; identify clearly locations of the station by coordinate and full description in maps including topographic, geologic and ground object data, and agreeing with the local governments in writing on these issues, etc.

- Survey cultural buildings, temples, pagodas, and relevant legal religious buildings.

(vi) Additional Traffic Surveys

- The Consultant shall review available traffic data on the existing road and conduct additional surveys as necessary to:
- Collect data needed for the detailed design of foundations, pavements, interchanges, and toll stations, etc; and
- Collect base line data that can be used for monitoring performance of the completed Project, where this data shall include the quantity and composition of traffic using the current national highway, total travel time and the variability of the travel time for, separately, cars and trucks, and the number and type of traffic accidents per annum along the current corridor. This data will be collected separately for at least the segments Danang to Tam Ky and Tam Ky to Quang Ngai.

(vii) Independent Land Valuation Survey

As part of the work on updating the Resettlement Action Plan (RAP) the consultant will engage as a sub-consultant a qualified Land Valuation Consultant (LVC). The LVC must be licensed by the Ministry of Finance to undertake land valuation in Viet Nam and be independent of all project stakeholders. As part of the updating work the LVC will undertake a survey to establish current market values for all types of land, by location and use, sufficient to confirm the budget under the updated RAP.

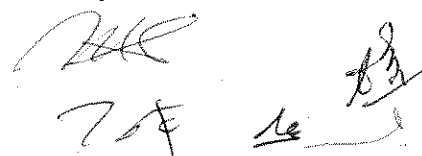
(viii) Environmental and Social Surveys

Undertake surveys as necessary to update the EIA and EMP.

3.3.3 *Detailed Design of Road, Bridges and Other Structures*

The Consultant shall:

- (1) Prepare a comparative analysis to aid the selection of the most appropriate types of interchange bridge structures and other important structures taking into account the site conditions, construction method as well as economic conditions.
- (2) Review the preliminary design in the previous studies taking account of the results of updated topographic survey, materials survey, geotechnical survey and soil investigation, hydrological survey and other available data.
- (3) Take account of site-specific social and environmental impacts identified in the EIA prepared by PMU85/VEC and the mitigation measures proposed in the associated EMP, and any other matters identified through work described in Section 3.3.6, in the detailed engineering design. Maintain records of changes in features of the Project to facilitate updating the EIA and EMP.
- (4) Prepare detailed engineering designs for roads, interchanges, bridges and other structures, soft ground treatment and pavement structure, including structural analysis, design calculation, drawings, etc. taking into account the most appropriate construction method.
- (5) Prepare engineering drawing that include site plans, interchange plans, general views and structural drawings. Unless agreed, scales for drawings shall be not



less than:

- | | |
|-------------------|----------------|
| a. Plan | 1:1000 |
| b. Elevation | 1:100 |
| c. Cross sections | 1:200 |
| d. Structures | 1:200 |
| e. Other | as appropriate |
- (6) Calculate quantities for each item of work based on the detailed design and the agreed form and content of the bill of quantities.
 - (7) Undertake a road safety audit of the expressway design and revise the design, if appropriate, to address any safety issues identified in the design. A report will be prepared by an experienced Road Safety Audit Expert and submitted for review by the appropriate authority to confirm that appropriate measures have been taken to address road safety issues.
 - (8) The Consultant shall prepare detailed design of service areas in the alignment
 - (9) Using a participatory approach, identify the impact of the expressway construction on local infrastructure, which will include consideration of pedestrian and vehicle accesses, and disruption to irrigation and other agricultural or community facilities. Based on consultations with local communities prepare plans and procedures for minimizing impacts on local communities both during and after construction of expressways. To the extent possible existing accesses should be reinstated through use of over and under passes. Where an access cannot be reinstated alternative routes must be provided.
 - (10) The Consultant shall prepare the documents of land acquisition staking for the Project.

3.3.4 Study and Design of ITS and Toll Collection System

- (1) The Consultant shall conduct an investigation into intelligent transport systems (ITS) and the toll collection system needed for the Project. The systems will include vehicle and incident detection, CCTV, information systems, data transmission, etc. The work shall draw on technical standards that it is expected will be established by the GOVN with support from JICA, and will cover:
 - a. Identification of potential data and information needs, traffic management issues and emergency support such as police, fire and ambulance services.
 - b. Conceptual design of ITS and toll collection systems.
 - c. Setting of design standards for each system component and configuration of each item of equipment.
 - d. Conceptual plan for institutional arrangements and staffing needed to manage the ITS and toll collection systems, including branch offices.
- (2) Following this investigation and approval of proposals by VEC, detailed design and cost estimates shall be prepared for the following facilities:
 - a. Central control and operation center and branch offices.
 - b. Agreed vehicle and incident detection, CCTV, information systems, data transmission and other systems.

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- c. Toll collection facilities including toll gate equipment and its operation system.
- d. Communication and other facilities needed for emergency support such as police, fire and ambulance services.

3.3.5 *Expressway Operations and Maintenance*

The Consultant shall review the operation and maintenance systems for existing and proposed expressway in Vietnam and recommend the most appropriate system for the Project. In doing so, the Consultant will also take account of work described in Section 3.3.4, and also the work of a separate planned investigation of legal and regulatory frameworks, policies, and institutional and administrative arrangements for expressways in Vietnam to be undertaken by the GOVN with support from the World Bank. The work to be undertaken by the Consultant shall include the following:

- a. Plan a Management Unit to undertake operations and maintenance of the expressway, including goals and objectives, organization structure, and staffing needs for the proposed Unit. This work should be undertaken to a sufficient level of detail to allow work described in the next item to be undertaken.
- b. Determine the buildings, facilities and equipment needed by the Unit, including its central and branch offices, submit the plans to VEC for review.
- c. Following approval, prepared the detailed design and cost estimates for buildings and facilities for the Management Unit and prepared specifications and cost estimates for all equipment, vehicles, materials and supplies, including stock, that will need to be procured to allow the Unit to undertake operations and maintenance of the expressway.

3.3.6 *Review and update, as necessary, an Environmental Impact Assessment (EIA), Environmental Management Plan (EMP), Ethnic Minority Development Plan (EMDP) and Resettlement Action Plan (RAP)*

The Consultant shall review the EIA for the Project and submit an updated EIA and an associated EMP with recommendations for mitigation measures in response to the environmental impacts, if any. An EMDP will be prepared if needed. The Consultant shall review and update the Resettlement Action Plan (RAP) prepared by PMU85/VEC. The EIA, EMP, EMDP and RAP will be prepared in accordance with World Bank guidelines including the *Environmental Assessment Guidebook* and *Involuntary Resettlement in Development Projects: Policy Guidelines in World Bank-Financed Projects*.

A more detailed outline of activities to be undertaken with regard to the EIA and EMP is presented in Annex A. Information on the work to be undertaken in updating the RAP is given in Annex B. The work on the RAP will draw on the independent land valuation survey described in Section 3.3.2(6). The work of the Consultant on resettlement will support the relevant Resettlement Committees, which have the principal responsibility for planning and implementing resettlement activities.

Note: The EIA, EMP, EMDP (if needed) and RAP shall be translated into Vietnamese by the Consultant and submitted PMU85/VEC. In case, there is discrepancy between English version and Vietnamese one, the English version will prevail.

3.3.7 *Construction Method and Schedule*

The Consultant shall carry out the study of construction execution and propose the most suitable and practical construction method and schedule of the Project.

3.3.8 *Cost Estimate*

The Consultant shall prepare the detailed cost estimate for the construction of the Project, including:

- a. Bills of Quantities for the construction works of every contract package and the whole project.
- b. The cost estimate for every contract package based on a detailed unit price analysis.
- c. Prepare the total cost estimate for every contract package and the whole project based on the Bills of Quantities and taking account of project management and other costs, and showing a breakdown of foreign and local currency portions.
- d. Prepare annual financing schedules for every contract package and the whole project based on the construction schedule and showing total costs and a breakdown of foreign and local currently portions.

3.3.9 *Pre-qualification, Bidding and Contract Documents*

For sections of the Project to be funded with assistance from the World Bank, the Consultant shall prepare procurement documents in accordance with the World Bank's *Procurement Guidelines, Standard Pre-Qualification Documents and Standard Bidding Documents for Procurement of Works*. For sections to be funded with assistance from the Government of Japan, the documents will be prepared in accordance with the most recent version of the *Handbook for Procurement under ODA Loans*. These standard documents will be provided to the Consultant.

The procurement documents to be prepared by the Consultant will include those needed for pre-qualification, bidding and contracting each contract package. The documents shall be prepared and completed in a timely manner so that prequalification of packages for which design has been completed and approvals gained can be undertaken in parallel with detailed design for other packages and the bidding can be started immediately after completing the detailed design for the concerned contract package.

Pre-qualification, bidding and contract documents shall be in English. The documents shall be translated into Vietnamese by the Consultant and submitted to VEC for approval. Where there is discrepancy between the English and Vietnamese versions, the English version will prevail.

3.3.10 *Preparation of Implementation Program*

The Consultant shall prepare the implementation program in accordance with the final scope of works.

3.4 *Procurement Assistance*

The Consultant shall provide necessary technical assistance to PMU85/VEC in all aspects of the procurement process in accordance with the procurement regulations of GOVN and World Bank guidelines.

The technical assistance shall include, but not limited to, the following:

- (1) Preparation of the Procurement Plan covering all major work contracts.
- (2) Preparation of pre-qualification and bidding documents for each contract package.
- (3) Providing necessary assistance on invitation of pre-qualification, evaluation of pre-qualification applications and preparation of pre-qualification evaluation reports for submission for review by concerned agencies including PMU85, VEC,

MOT and the World Bank.

- (4) Providing necessary assistance on invitation for bids, bid opening, pre-bid conference, pre-bid site visits for the pre-qualified interested bidders, preparation of clarification answers and addendum to bidding documents, evaluation of bids, preparation of bid evaluation report in accordance with the World Bank's standard bid evaluation form and the MOT's form for submission for review by concerned agencies including PMU85, VEC, MOT and the World Bank.
 - (5) Assist PMU85/VEC in contract negotiation, preparation and finalization of contracts submission for review by concerned agencies including VEC, MOT and the World Bank.
- 3.5. The Consultant shall stake land acquisition to hand over to local authorities who undertake compensation for land acquisition and resettlement.
- 3.6. The Consultant shall undertake training and technology transfer for PMU85, VEC, local consultant and relevant authorities.

4. Obligations of the Consultants

The Consultants shall commit to complete well all the works stipulated in the TOR and the Contract Agreement. All members of the Consultants shall comply with Vietnamese law and regulations and World Bank requirements during the undertaking of the consulting services in Vietnam.

The Consultants shall be responsible for equipments and software required for carrying out their work.



Annex A

**Updating the Environmental Impact Assessment and Management Plan
for the Proposed Da Nang to Quang Ngai Expressway Project
Detail Design Stage**

1. **Background:** In 2008-2010, PMU85 and its environmental consultants prepared and updated the Environmental Impact Assessment (EIA) and developed the Environmental Management Plan (EMP) based on the updated Feasibility Study published in October 2010. At that time, the entire alignment was re examined and the alignment segments were selected based not only on the technical, cost and geotechnical criteria but also taking into consideration environmental and social issues. Thus the current EIA/EMP reports are based on the alignment which was selected using environmental, technical and social criteria. However, the comparison and selection of the alignment is based on the feasibility level design, with inadequate maps and design details. Also, the current review of the feasibility study and the detailed engineering design could lead to some further revisions to the features of the project that could have environmental and other consequences.
2. **Objective:** The main objectives of the proposed assignment are to: (a) confirm that the selected alignment and the corresponding mitigation measures in presented in the EA reports are based on sound engineering design carried out using appropriate scale maps and drawings; (b) confirm that the project specific environmental, social and cultural issues are properly integrated in the analysis and selection of the final alignment, design, construction and operation of the proposed Da Nang to Quang Ngai Expressway; (c) confirm that the proposed mitigation measures are appropriate, feasible, and cost effective and are incorporated in the detail design, technical specs and contract documents; and (d) update the EIA and EMP reports highlighting the changes and modifications.
3. In reviewing and updating the EA reports, the Consultant will use the latest version of the preliminary design/feasibility report and any updates to it. PMU85 will share with the Consultants the latest version of the EIA/EMP reports and World Bank comments on the EIA/EMP reports.
4. **Scope of Work:** The scope of work comprises of the following main tasks divided into two phases.
5. **Phase 1: Confirm the appropriateness of the selected alignment and the adequacy of the proposed mitigation measures**
 - Review the latest EIA/EMP reports and the World Bank comments. Review the comparison of the alternatives and the selection of the options and confirm that the preferred alternatives and the final alignment are based on the engineering design using appropriate scale maps and drawings and takes into consideration environmental and social issues.
 - Based on detail field survey carried out during detail engineering design phase, review, comment on the adequacy of impacts assessment and discuss any potential environmental impacts or issues not raised in the EIA provided.



- Review the environmental mitigation measures proposed for the design, construction and operational phases. Confirm the appropriateness and adequacy of the proposed mitigation measures and recommend supplement mitigation measures as needed.
- Prepare a brief report on the comparison and selection of the alternatives and the final alignment. The report should: (a) include evaluation of the adequacy/-shortcomings in the choice of the alignment and whether the alternatives and the alignment were evaluated and selected with adequate detail engineering design, appropriate scale topographical maps and other information; (b) include an assessment of the best way to finalize the comparative options for selecting the remaining short segments of the alignment, the adequacy of the proposed mitigation measures and how best to incorporate the mitigation measures in the EA reports, the engineering design and the contract documents; and (c) review this TOR and if necessary, propose modifications of the TOR and resources (time and manpower) allocated to remediate/modify the above deficiencies and how best to proceed with updating the final EAs.
- In undertaking this work, collection of baseline environmental and social data is not envisaged. In the event that some data collection or confirmation is necessary, the Design Consultant should discuss the issue with PMU85, VEC and the EA Consultants responsible for compiling the original EA reports to confirm the need for additional data to supplement the information already collected. Allowance should be made in the budget for collection of some additional data in case it should be necessary.

6. **Phase 2: Update the EA reports, Engineering Design and Contract documents**

- Following consensus on the revised scope of work and budget, the Design Consultant will: (a) for the alignments segments for which previous work may be considered insufficient, strengthen the analysis using detail design and appropriate scale maps and information; (b) for the short segment alignment which require comparative analysis, obtain the necessary social and environmental information to supplement the technical and cost information for an in-depth analysis and selection of the alignment; (c) for the newly selected segments of the alignment, develop mitigation measures in consultation with PMU85/VEC and the environmental and social groups; (d) for the whole alignment, confirm the appropriateness of the mitigation measures and ensure that the mitigation measures are included in the design, technical specifications and contract documents; and (e) update the EIA/EMP reports. The Design Consultant should ensure that the mitigation measures proposed to remediate the impacts are practical, feasible and cost effective and that the measures should reduce/remediate the adverse environmental impacts to acceptable levels. The proposed mitigation measures should be practical and implementable and should be costed for capital and recurrent operating and monitoring costs.
- Prepare Terms of Reference for independent environmental monitoring and supervision during construction of the Project.

7. **Reporting.** The Design Consultant is required to deliver interim reports to VEC and the

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World Bank for review and comments. The interim schedule is as follows:

- 2 months after signing the Contract: A brief report on the appropriateness of the proposed alignment, adequacy of socio-environmental impacts assessment and the corresponding mitigation measures.
- 5 months after signing the Contract: Updated draft EIA and EMP reports
- 8 months after signing the Contract: Draft final updated EIA and EMP reports, subject to no final updated EIA and EMP reports for any individual segment being submitted no less than 2 months in advance of completion of detailed engineering design for any individual section or component of the project.

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Annex B

Resettlement Study Methodology Preparation of an Updated Resettlement Plan

Following detailed design and together with the PMU85 and VEC staff and concerned resettlement committees (RCs), the scope of work to be undertaken by the Consultant will include, but not necessarily be limited to, the following:

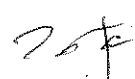
- (1) Discuss with the PMU85 and VEC staff and implementing agencies (People's Committees and Resettlement Committees) on the cut-off-date of eligibility.
- (2) Updated Census of Affected Persons (APs) and Detailed Measurement Survey: Review the AP and IOL database survey prepared during the Feasibility Study. Work with RCs to ensure an updated census is prepared, a detailed measurement survey (DMS) of all lost assets is conducted, and the AP database is finalized. The updated information in the DMS baseline survey for each AP household will include the following:
 - a. Number of household members, gender of head of household, and ethnicity of family
 - b. Primary and secondary sources of income and levels of income for each, and location of income source (i.e., whether on site or off site)
 - c. Loss of potential work days due to loss of business by roadside shop owners or employment in roadside industries/businesses due to dislocation and/or disruption of normal economic activities
 - d. Number, type and area of the houses to be affected, and whether totally affected and must relocate or partially affected and can repair on same site
 - e. Number and area of all residential plots to be affected, and whether have sufficient remaining land or must relocate
 - f. Number, category and area of agricultural land to be affected; area of total agricultural landholding; area of remaining unaffected agricultural landholding
 - g. Quantity and types of crops and trees to be affected
 - h. Businesses to be affected including structures, land and other fixed assets
 - i. Quantity and category of other fixed assets affected by the Project
 - j. Temporary damage to productive assets
 - k. Legal status of affected land and structure assets, and duration of tenure and ownership
 - l. Resettlement needs, choices/preferences for resettlement and income restoration activities
- (3) Work with RCs to review the SES baseline and analysis and carry out supplementary work to improve the updated RP as necessary. If RP updating



does not occur for at least two years after SES which was undertaken during the Feasibility Study, another SES will be carried out. It will cover 20% of severely affected APs and at least 10% of all other APs, disaggregated by gender, ethnicity, and type of impact (i.e. loss of residential land and house, loss of agricultural land, loss of income from business or employment, etc.). Data to be collected should include, among others the following:

- a. Household head: name, sex, age, livelihood or occupation, income, education and ethnicity
 - b. Household members: number, livelihood or occupation, income, school age, children and school attendance, and literacy
 - c. Living conditions: access to water, sanitation and energy for cooking and lighting; ownership of durable goods; and
 - d. Access to basic services and facilities
 - e. Expenditures and Poverty Levels
 - f. Residential history of family and of community
 - g. Main agricultural practices of the family and community, if an agricultural area
 - h. Main non-agricultural employment opportunities
- (4) Ensure that an updated replacement cost is estimated for each affected commune based on the current market prices for different types of land and non-land assets including transaction costs such as administrative charges, taxes, registration. Analyze and compare results with current rates issued by the Provincial People's Committees and establish project rates. Further details of the requirements of the replacement cost survey are given below.
 - (5) Review and assess the consultation and disclosure program carried out during the Feasibility Study. Design and facilitate implementation of a consultation and disclosure program to ensure all key stakeholders have been identified and consulted closely on their views about the project and resettlement effects, including poor and vulnerable APs (for example, the very poor, those without formal land title, female-headed households, ethnic minority groups, isolated groups, and the elderly) who might require special assistance are identified and consulted. Review and revise, as necessary, the gender strategy. Document the consultation and disclosure activities. Attach minutes of meetings, photos, attendance sheets in the updated RP.
 - (6) Review and finalize the relocation strategy. Identify risks of loss of income/livelihood due to relocation, record discussions with APs in terms of final options for compensation and relocation. Review discussions held with local officials in terms of availability of replacement land, location of potential replacement land/resettlement sites (i.e., name of commune and distance from existing site) confirmed during the Feasibility Study and carry out feasibility study of the final sites identified. Confirm available resources and facilities and identify requirements to improve replacement land. Discuss land title issues and

- process to acquire land with title. Identify environmental risks and arrangements for environmental management and monitoring.
- (7) Where incomes must be restored, review and assess list of severely affected APs and also APs most vulnerable to risk; carry out feasibility studies for income restoration programs and prepare a good monitoring program to see how APs are able to rehabilitate themselves, if not improve their socio-economic conditions, any problems faced and how to fine tune the programs introduced to make it workable/implementable based on current conditions/feedback from APs.
 - (8) Review the Bank's relevant policies and guidelines and Government relevant laws and regulations. Review and revise gaps between Bank and Government policies and key strategies to reconcile differences to meet Bank's policies.
 - (9) Review project policies and finalize entitlements for all types and level of impacts. Finalize options for locally acceptable replacements for land and non-land assets, lost services, cultural sites, common property or access to traditional resources for subsistence, income or cultural activities.
 - (10) Review grievance mechanism and an appeal procedure. Finalize responsibilities, reporting requirements, and budget allocation to support the committee's functions.
 - (11) Review and assess institutional arrangements. Focus on staffing, capacity, and logistical arrangements. Assess trainings and capacity buildings undertaken during Feasibility Study and include skills and training required during RP updating and implementation. Update key milestones for establishing units at the central and field level.
 - (12) Work with RCs to establish an appropriate implementation schedule for land acquisition, compensation and resettlement and income restoration, in conjunction with the proposed implementation schedule for civil works, showing how affected people will be properly compensated and relocated before the site is required to be handed over to the contractor.
 - (13) Review and revise as necessary a monitoring and evaluation plan with clear reporting requirements, an updated RP budget covering all land acquisition and resettlement activities with a clear description of flow of funds.
 - (14) Review and assess grievance redress committees established and ensure that the responsibilities, reporting requirements, and budget allocation to support the committee's functions are in place.
 - (15) Prepare updated RP. Prior to submission of updated RP to the Bank for review and approval, pertinent resettlement information in the updated RP should be disclosed to APs in a form and manner understood by them. This may be in a form of an Information Brochure to be distributed to the APs. The Information Brochure should contain a brief description of the Project, the types of impacts, basic compensation policy and entitlements, implementation schedule, implementing organizations, public consultation mechanisms and grievance procedures, and timing for compensation payments and schedule for clearing



the land required for the Project.

- (16) Coordinate with the independent monitoring organization. Ensure that findings and recommendations made by the IMO are discussed with PMU85 and RCs for appropriate action to ensure that resettlement updating and implementation are undertaken properly and effectively.

DETAILED TERMS OF REFERENCE FOR REPLACEMENT COST SURVEY

I. Objectives of the Assignment

Under the Replacement Cost Survey (RCS) the team shall verify and establish compensation rates for land, crops, trees, structures, and other non-land based income (e.g. fishponds) to ensure that Displaced Persons (DPs) are compensated at replacement costs.

II. Scope of Works

Approach. The establishment of replacement costs will be carried out based on information collected from both Desk research and Direct interviews with people in affected area, both those persons who are affected and those not affected. Desk research will focus on relevant publications, materials of Government authorities, both at central and local levels. However, these materials will play the supporting role only. As the work is aimed at obtaining reasonable replacement costs for different types of affected assets, market evidences are the factors which most strongly base the formulation of these costs. Direct interviews with people in the affected area, both those, whose assets are affected by the Project and those, whose assets are not, will produce reliable data for establishment.

Basis for Valuation. The basis for valuation assessment of both land and real estate should be (i) research and market investigations carried out by the RCS team, (ii) accumulated market evidence already held by the valuation organization, (iii) the results of any valuation surveys carried out by any other organization that is available and (iv) survey maps of the land to be valued and surrounding land. Valuation of land must be undertaken by a licensed Land Valuer.

Data collection. The interviews will be conducted based on a pre-developed interview guide. Sample size will be determined by the RCS team for land, structures and other fixed assets.

Structures: (a) Interviews with owners of structures (main materials they used for their current structures; type of shops where they bought construction materials; distance of transport; origin of the materials (local or overseas); costs of various materials; labor cost); and (b) interviews with construction contractors (main materials which are most used by the local people to build their structures; costs of those main materials; cost of labor; average construction cost (cost per sq.m floor) for different types of houses according to different categories; and (c) validation of provincial construction prices (cost per sq.m floor for each category). Proposed compensation rates for structures will be based on sample of houses in each class to ensure that the rates established cover the whole range of houses in that class.

Land. Price of land will be differentiated based on the use of land, including:

Residential land; Garden land; Agricultural land; Land with water surface for fishery cultivation; and Forest land.

The objective of this establishment is to determine whether the provincial prices are sufficient or not to purchase the same quality and quantity of land. The establishment of compensation for the loss of land is based on its market value. The best way to obtain this market value is to gather data of some sales of land, which have just taken place. However, the transfer of land use right does not always go along with such sales, which makes details of such sales not recorded. The team will make their best effort to collect sales evidence to support the verification of provincial prices. In addition, information to base the establishment will be collected from direct interviews with owners of land in Project affected area, including those, whose land is affected and those whose land is not. The interviews will cover the following issues: (i) recent land use rights transfer in the area and (ii) price, at which owners (affected and not affected persons) are willing to sell their land.

Apart from determining the rates for various types of land. The Land Valuer also need to determine the transaction costs involved such as administrative charges, taxes, registration and titling costs. The Land Valuer should bear in mind that when establishing replacement cost for each type of assets, transaction costs should be clearly specified and should be shouldered by the Project.

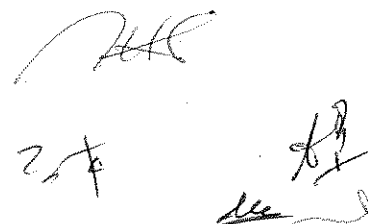
Crops and Trees. The objective of this establishment is to determine whether the provincial prices paid to DPs are equivalent, lower or higher than the average market price. The basis of the establishment is to determine the average market price for each type of crops and trees. The information to base the establishment will be collected from:

- Secondary sources: (a) publications of respective ministries (environment, agriculture, forestry and (b) publications of Price Committee (if available)
- Primary source: (a) interviews with people who own the same crops and trees in the locality. The interviews will cover price, at which owners are willing to sell each type of their crops and trees. The prices for perennial trees will be differentiated by the age of the trees and (b) market, team will investigate the sales price of outputs of different types of crops and trees in the market.

Replacement Cost = Current Market Value + Transaction Cost. Apart from determining the rates for land and non-land assets indicated above. The RCS team also needs to determine the transaction costs involved such as administrative charges, taxes, registration and building permit costs. The RCS team should bear in mind that when establishing replacement cost for each type of assets, transaction costs should be clearly specified to ensure that these expenses or costs are shouldered by the Project and should not be deducted from the compensation payment that each AP will receive. A separate section in the report should present how transaction costs are calculated.

III. Formal Outputs

Based on the activities carried out, the consultant team should (i) present the methodology used and (ii) prepare a table and discuss among the team the unit rates to be applied for the project.



IV. Working Schedule

The tasks for the Replacement Cost Survey will be a critical input to the Detailed Measurement Survey (DMS) to be undertaken to prepare the detailed Resettlement Action Plan. To ensure that the results of the Replacement Cost Survey are available to be incorporated in the DMS it is expected that this work will be undertaken between December 2011 – May 2012 with the following inputs submission schedule:

No.	Output	Hard copies		Date
		Vietnamese	English	
1	Inception report	6	6	1 month after beginning of the assignment
2	Replacement cost survey	6	6	06 month after signing of contract

V. Qualification and Experience Requirements

The team will be composed of one senior social development consultant, at least 2 resettlement consultants and a team of enumerators, statistician and encoders. A licensed Land Valuer must be engaged as part of the team to prepare land valuations that are (i) prepared using internationally accepted methodologies, (ii) reflect market values and clear transaction costs and (iii) are independent.

Each member of the RCS team will have the following minimum qualifications and experience:

- (a) The consultants must hold a university degree with a minimum of Bachelor preferably with a major in social sciences;
- (b) The Land Valuer must hold all required licenses and registrations to practice as a land valuer in Vietnam;
- (c) The consultant must have at least 2 years working in similar field and that have experience in RCS for projects funded by WB or other international sponsors such as ADB;
- (d) Preferably RCS consultants should have experience in the management of projects;
- (e) Consultant must be fluent in written and spoken English.

VI. Client's Inputs

The consultant shall report to the PMU85 and VEC, who will provide, free of charge, the RAPs, and available related documents of the project.

PMU85/VEC will assist in arranging access to, and coordination with relevant departments, local authorities and organizations in the three project provinces of Da Nang, Quang Nam, and Quang Ngai.

Appendix B: Reporting Requirements

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2011
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APPENDIX B - REPORTING REQUIREMENTS

The Consultant shall prepare and submit the following reports and documents in English and Vietnamese to Client:

(1) Inception Report

Within one (1) month after commencement of the services of the project, the Consultant shall submit the fifteen (15) copies of an Inception Report for guiding all the consulting services to be undertaken by the Consultant.

(2) Review of Previous Studies and Establishing the Detailed Design Framework

Within two (2) months after commencement of the services, the Consultant shall submit fifteen (15) copies of Review and Detailed Design Framework.

(3) Monthly Progress Reports

The Consultant shall submit fifteen (15) copies of a Monthly Progress Report in the accepted form describing briefly and concisely all activities and progress in the previous month. Problems encountered or problems anticipated shall be clearly stated, together with measures taken or recommendations for their correction. It will also indicate the works to be performed during the coming month.

(4) Environmental and Social Reports

The Consultant shall submit 15 copies of the Environmental Impact Statement, Environmental Management Plan, Ethnic Minority Development Plan (if required) and Resettlement Action Plan.

(5) Land Acquisition Staking Report

The Consultant shall submit 15 copies of Land Acquisition Staking Report to PMU85.

(6) Survey Reports, Design Reports and Prequalification, Tender and Contract Documents

It is expected that the bidding process for each contract package will be started right after the completion of its detailed design and bidding documents.

Continuous detailed design for each contract package until its completion is carried out and the Consultant shall submit design reports, prequalification and tender documents for each contract package. The schedule of document submission is as follows: Within 6 months since the commencement date, the Consultant shall submit 3 sets of draft design report, prequalification and tender documents for the first three contract packages. Until the 12th month since the commencement date, the Consultant shall submit full sets of design reports, prequalification and tender documents for the whole project.

Survey reports, detailed design reports, prequalification and bidding documents prepared by the Consultant shall be submitted to PMU85 who will review the documents and arrange for review of the documents by appropriate authorities. In the review process, the Consultant shall be responsible for making clarifications of the documents to the

authorities. Based on their comments and recommendations, the Consultant shall update, revise and finalize the documents until these documents are approved by relevant authorities.

(7) Road Safety Audit

The Consultant shall submit 15 copies of a Road Safety Audit report setting out (i) issues identified during an safety audit of the expressway design, and (ii) measures taken to address the above issues.

(8) Updating the Environmental Impact Assessment and Management Plan

The Design Consultant is required to deliver interim reports to PMU85/VEC and the World Bank for review and comments. The interim schedule is as follows:

- 2 months after signing the Contract: A brief report on the appropriateness of the proposed alignment, adequacy of socio-environmental impacts assessment and the corresponding mitigation measures.
- 5 months after signing the Contract: Updated draft EIA and EMP reports
- 8 months after signing the Contract: Draft final updated EIA and EMP reports, subject to no final updated EIA and EMP reports for any individual segment being submitted no less than 2 months in advance of completion of detailed engineering design for any individual section or component of the project.

(9) The replacement cost survey

To ensure that the results of the Replacement Cost Survey are available to be incorporated in the Detailed Measurement Survey it is expected that this work will be undertaken between December 2011 – May 2012 with the following inputs submission schedule:

No.	Output	Hard copies		Date
		Vietnamese	English	
1	Inception report	6	6	1 month after beginning of the assignment
2	Replacement cost survey	6	6	06 month after signing of contract

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Appendix C:
Key Personnel and Sub-consultants


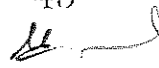
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Time Schedule for Professional Personnel (Key International Professional Staff)

Calender		Calender Year		2011						2012						Duration			
		Calender Month		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		Jul	Aug	
		Cumulative Month		1	2	3	4	5	6	7	8	9	10	11	12		13	14	
Basic Design/Detailed Engineering Design and Procurement Planning				Basic Design (4)						Detailed Engineering Design and Procurement Planning (10)						14			
No	TOR 5.1	Position	Name	Firm	Home/ Field	2011						2012						Staff- Months	
						Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		Jul
						1	2	3	4	5	6	7	8	9	10	11	12	13	14
Management Team (MGT)																			
I1	1	Project Manager/Team Leader	Ichizuru Ishimoto	NK	[Field]													14	
Civil Design Team (CID)																			
Civil Design Management (CDM)																			
I2	2	Senior Highway Engineer	Akira Magario	NK	[Field]													13	
I3	21	Road Safety Audit Specialist	Takehiko Tsuji	NK	[Field]													3	
I4	5	Senior Bridge Engineer	Yoshinori Abe	Chodai	[Field]													13	
Section Design (SED)																			
Road Design 1 (RDD1, PKG01,03-08, L=62.3 km)																			
I5	3	Highway Engineer 1	Koji Nakai	NK	[Field]													12	
I6	6	Bridge/Structural Engineer 1	Tetsuya Maeda	NK	[Field]													12	
I7	6	Bridge/Structural Engineer 2	Yoshiaki Nakakubo	Chodai	[Field]													4	
Road Design 2 (RDD2, PKG10-14,16-17, L=66.2 km)																			
I8	3	Highway Engineer 2	Decha Sa-ngaunprasith	TEC	[Field]													12	
I9	6	Bridge/Structural Engineer 3	Hiroo Jin	NE	[Field]													12	
I10	6	Bridge/Structural Engineer 4	Yuichi Sano	NK	[Field]													4	
Interchange Design (ICD)																			
I11	4	Senior Interchange Specialist	Chanchai Techashongs	TEC	[Field]													7	
Major Bridges Design (MBD)																			
I12	6	Bridge/Structural Engineer 5	Hiroyuki Yokoyama	Chodai	[Field]													11	
Tunnel Design (TND)																			
I13	11	Tunnel Engineer	Wako Noto	NK	[Field]													4	
Geotechnical Design (GTD)																			
I14	7	Soil/Geotechnical Engineer 1 (Slope)	Manoon Arayasiri	TEC	[Field]													2	
I15	8	Soft Ground Treatment Specialist	Suvichai Methpreechakul	TEC	[Field]													3	
Drainage Design (DRD)																			
I16	23	Drainage Engineer	Suntichai Horpaopan	TEC	[Field]													7	
Revetment and River Bed Protection Design (RRD)																			
I17	23	River Engineer	Arristeo B. Rabajante	NK	[Field]													2	
Bridge Temporary Facility Design (TFD)																			
I18	6	Bridge/Structural Engineer 6	Akira Yanagisawa	Chodai	[Field]													7	
Pavement Design (PVD)/Material Sources Survey (MLS)																			
I19	9	Pavement/Material Engineer	Bundit Kitsuwannarut	TEC	[Field]													4	
Topographic Survey (TPS)																			
I20	22	Survey Engineer	Kazuhiro Ishizuka	NK	[Field]													6	
Geotechnical Survey (GTS)																			
I21	7	Soil/Geotechnical Engineer 2	Jirarote Piyapornpong	TEC	[Field]													5	
I22	23	Geological Engineer (Tunnel)	Seichiro Kanai	NK	[Field]													2	

No	TOR 5.1	Position	Name	Firm	Home/ Field	2011						2012						Staff- Months
						Jul 1	Aug 2	Sep 3	Oct 4	Nov 5	Dec 6	Jan 7	Feb 8	Mar 9	Apr 10	May 11	Jun 12	
Hydrological Survey (HDS)																		
I23	10	Senior Hydrologist	Khadananda Lamsal	NK	[Field]												3	
I24	23	Inundation Analyst	Silver Yance	NK	[Field]												3	
O&M and ITS Team (OMI)																		
O&M (OAM)																		
I25	18	Operating&Maintenance Specialist	Shigeki Takahashi	NK	[Field]												4	
I26	19	Expressway Management Unit Specialist	Yuichi Tsujimoto	NK	[Field]												2	
I27	23	Traffic Management Specialist	Hisanori Tomitaka	NK	[Field]												2	
I28	23	Asset Management Specialist	Kyoichi Takeuchi	NK	[Field]												2	
I29	23	Architect	Yoshinori Yamazaki	NK	[Field]												3	
Electrical Facility and ITS Design (EID)																		
I30	15	ITS Specialist	Koichi Nishimura	NK	[Field]												5	
I31	16	Communication System Engineer	Masahiro Sakagami	NK	[Field]												3	
I32	12	Senior Electrical Engineer	Eiji Matsuda	NK	[Field]												7	
I33	17	Toll Collection System Specialist	Masashi Iwamoto	NK	[Field]												4	
Cost and Document (COD)																		
Cost Estimate (COS)																		
I34	23	Construction Planner/Cost Estimator	Masayuki Iwashita	NK	[Field]												11	
Document (DOC)																		
I35	14	Senior Procurement/Contract Specialist	Anothai Boonthikul	TEC	[Field]												12	
Environmental (ENV)																		
Social and Environmental (SAE)																		
I36	13	Social and Environmental Specialist	Yasuhira Minami	NK	[Field]												5	
Resettlement (RES)																		
I37	13	Resettlement Specialist	Vu Ngoc Long	NK	[Field]												10	
Training (TRG)																		
I38	20	Training Specialist	Noppong Unhabhokha	TEC	[Field]												4	
Total					[Field]												239	

 : Work in Danang office
 : Work in Hanoi office


 43


Time Schedule for Professional Personnel (Key Local Professional Staff)

Calender		Calender Year		2011						2012						Duration				
		Calender Month		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug			
		Cumulative Month		1	2	3	4	5	6	7	8	9	10	11	12	13	14			
Basic Design/Detailed Engineering Design and Procurement Planning				Basic Design (4)						Detailed Engineering Design and Procurement Planning (10)						14				
No	TOR	Position	Name	Firm	Home/Field	2011						2012						Staff-Months		
	5.2					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Management Team (MGT)																				
L1	1	Co-Project Manager	Le Kim An	NK	[Field]															14
Civil Design Team (CID)																				
Civil Design Management (CDM)																				
L2	2	Highway Engineer 1 (Geometric)	Tran Dinh Van	NK	[Field]															13
L3	2	Highway Engineer 2 (Road Structure)	Phan Dang Viet Anh	NK	[Field]															13
L4	22	Road Safety Audit Specialist	Tran Quang Huy	NK	[Field]															3
L5	3	Bridge/Structural Engineer 1 (Superstructure)	Le Toan Thang	NK	[Field]															13
L6	3	Bridge/Structural Engineer 2 (Substructure/Foundation)	Dao Ngoc Vinh	NK	[Field]															13
Section Design (SED)																				
Road Design 1 (RDD1, PKG01,03-08, L=62.3 km)																				
L7	2	Highway Engineer 3 (Geometric)	Le Thi Thanh Thuy	NK	[Field]															12
L8	2	Highway Engineer 4 (Road Structure)	Vu Gia Hung	NK	[Field]															12
L9	3	Bridge/Structural Engineer 3	Do Hong Phuc	NK	[Field]															4
L10	3	Bridge/Structural Engineer 4	Pham Anh Kiet	NK	[Field]															4
Road Design 2 (RDD2, PKG10-14,16-17, L=66.2 km)																				
L11	2	Highway Engineer 5 (Geometric)	Nguyen Dinh Trung	NK	[Field]															12
L12	2	Highway Engineer 6 (Road Structure)	Dao Manh Son	NK	[Field]															12
L13	3	Bridge/Structural Engineer 5	Le Kien Cuong	NK	[Field]															4
L14	3	Bridge/Structural Engineer 6	Tran Anh Tuan	NK	[Field]															4
Interchange Design (ICD)																				
L15	22	Interchange Specialist	Le Thanh Hung	NK	[Field]															2
Major Bridges Design (MBD)																				
L16	3	Bridge/Structural Engineer 7	Pham Ngoc Tuan	NK	[Field]															3
Tunnel Design (TND)																				
L17	22	Tunnel Engineer	Tran Phong Nha	NK	[Field]															4
Geotechnical Design (GTD)																				
L18	4	Soil/Geotechnical Engineer 1 (Slope)	Quach Thi Thu	NK	[Field]															2
L19	22	Soft Ground Treatment Specialist	Trinh Viet Linh	NK	[Field]															3
Drainage Design (DRD)																				
L20	22	Drainage Engineer 1	Nguyen Minh Ngoc	NK	[Field]															7
L21	22	Drainage Engineer 2	Nguyen Phuc Hoa	NK	[Field]															6
Revetment and River Bed Protection Design (RRD)																				
L22	22	River Engineer	Nguyen Son	NK	[Field]															2
Pavement Design (PVD)/Material Sources Survey (MLS)																				
L23	5	Pavement/Material Engineer 1	Tran Trong Nghia	NK	[Field]															4
L24	5	Pavement/Material Engineer 2	Nguyen Viet Hai	NK	[Field]															4
Topographic Survey (TPS)																				
L25	8	Senior Surveyor 1	Vo Thanh Binh	NK	[Field]															6
L26	8	Senior Surveyor 2	Le Van Thu	NK	[Field]															5
L27	8	Senior Surveyor 3	Nguyen Anh Tuan	NK	[Field]															5

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No	TOR 5.2	Position	Name	Firm	Home/ Field	2011						2012						Staff- Months
						Jul 1	Aug 2	Sep 3	Oct 4	Nov 5	Dec 6	Jan 7	Feb 8	Mar 9	Apr 10	May 11	Jun 12	
Geotechnical Survey (GTS)																		
L28	4	Soil/Geotechnical Engineer 2	Nguyen Doan Tinh	NK	[Field]												5	
L29	4	Soil/Geotechnical Engineer 3	Nguyen Manh Tuan	NK	[Field]												4	
L30	4	Soil/Geotechnical Engineer 4	Trinh Minh Khiem	NK	[Field]												4	
L31	22	Geological Engineer (Tunnel)	Tran Ngoc Nhan	NK	[Field]												2	
Hydrological Survey (HDS)																		
L32	7	Hydraulic Engineer 1	Ngo The Hung	NK	[Field]												3	
L33	7	Hydraulic Engineer 2	Pham Huu Nhu	NK	[Field]												3	
L34	22	Inundation Analyst	Nguyen Huy Phuong	NK	[Field]												3	
Traffic Survey (TRS)																		
L35	14	Transport Economist	Vo Hoang Anh	NK	[Field]												3	
O&M and ITS Team (OMI)																		
O&M (OAM)																		
L36	18	Operating & Maintenance Specialist	Ha Quoc Hieu	NK	[Field]												4	
L37	19	Expressway Management Unit Specialist	Le Tung Lam	NK	[Field]												2	
L38	22	Traffic Management Specialist	Phan Minh Tuan	NK	[Field]												3	
L39	22	Asset Management Specialist	Trinh Ngoc Hai Thang	NK	[Field]												2	
L40	15	Architect 1	Pham Quang Minh	NK	[Field]												3	
L41	15	Architect 2	Ngo Vu Quang Khoa	NK	[Field]												3	
Electrical Facility and ITS Design (EID)																		
L42	17	ITS Specialist	Nguyen Huu Tinh	NK	[Field]												5	
L43	17	Communication System Engineer	To Minh Tri	NK	[Field]												3	
L44	13	Electrical Engineer 1	Trinh Dinh Khiem	NK	[Field]												7	
L45	13	Electrical Engineer 2	Vo Hong	NK	[Field]												5	
L46	22	Toll Collection System Specialist	Bui Phu Huy	NK	[Field]												4	
Cost and Document Team (COD)																		
Cost Estimate (COS)																		
L47	16	Cost Estimator 1 (Civil Work Packages)	Nguyen Thi Bich Thuy	NK	[Field]												11	
L48	16	Cost Estimator 2 (Civil Work Packages)	Phan Thi Thuy Trinh	NK	[Field]												8	
L49	16	Cost Estimator 3 (Other Packages)	Nguyen Thi Sinh	NK	[Field]												2	
Document (DOC)																		
L50	6	Procurement/Contract Specialist 1	Nguyen The Truong	NK	[Field]												12	
L51	6	Procurement/Contract Specialist 2	Ha Ngoc Anh Minh	NK	[Field]												8	
Environmental Team (ENV)																		
Social and Environmental (SAE)																		
L52	9	Senior Environmental Specialist	Pham Van Xuan	NK	[Field]												8	
L53	21	Environmental Specialist	Pham The Giang	NK	[Field]												8	
Resettlement (RES)																		
L54	10	Senior Resettlement Specialist	To be named	NK	[Field]												14	
L55	11	Social and Resettlement Specialist	Ho Thi Thu Thuy	NK	[Field]												14	
L56	12	Cultural and Archaeological Specialist	Le Duy Son	NK	[Field]												14	
Training (TRG)																		
L57	20	Training Specialist	To be named	NK	[Field]												4	
Total					[Field]												357	

■ : Work in Danang office

■ : Work in Hanoi office

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Appendix D: Cost Estimates

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4B. SUMMARY OF COSTS

Currencies JPY: Japanese Yen, USD: US Dollar

Costs	Currencies	Amounts	
		JPY	USD
Remuneration	JPY/USD	393,450,000	696,000
Reimbursable	JPY/USD	6,706,000	1,098,520
Miscellaneous Expenses	JPY/USD	0	3,537,657
Subtotal (A)	JPY/USD	400,156,000	5,332,177
Corporate Income Tax (B)	JPY/USD	21,060,842	280,641
VAT (10% of the sum of A and B) (C)	JPY/USD	42,121,685	561,282
Contact Price (A+B+C)	JPY/USD	463,338,527	6,174,100
Contingency (10% of the sum of A) (D)	JPY/USD	40,015,600	533,218
Total (A+B+C+D)	JPY/USD	503,354,127	6,707,318

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4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

No.	Name	Position	Firm	Input (months)	Remuneration Currencies Rate		Amount	
					JPY	USD	JPY	USD
International Consultant								
I1	Ichizuru Ishimoto	Project Manager/Team Leader	NK	14.0	2,250,000		31,500,000	
I2	Akira Magario	Senior Highway Engineer	NK	13.0	1,900,000		24,700,000	
I3	Takehiko Tsuji	Road Safety Audit Specialist	NK	3.0	1,750,000		5,250,000	
I4	Yoshinori Abe	Senior Bridge Engineer	CD	13.0	1,900,000		24,700,000	
I5	Koji Nakai	Highway Engineer 1	NK	12.0	1,800,000		21,600,000	
I6	Tetsuya Maeda	Bridge/Structural Engineer 1	NK	12.0	1,800,000		21,600,000	
I7	Yoshiaki Nakakubo	Bridge/Structural Engineer 2	CD	4.0	1,700,000		6,800,000	
I8	Decha Sa-ngaunprasith	Highway Engineer 2	TEC	12.0	1,200,000		14,400,000	
I9	Hiroo Jin	Bridge/Structural Engineer 3	NE	12.0	1,750,000		21,000,000	
I10	Yuichi Sano	Bridge/Structural Engineer 4	NK	4.0	1,700,000		6,800,000	
I11	Chanchai Techashongs	Senior Interchange Specialist	TEC	7.0	1,300,000		9,100,000	
I12	Hiroyuki Yokoyama	Bridge/Structural Engineer 5	CD	11.0	1,700,000		18,700,000	
I13	Wako Noto	Tunnel Engineer	NK	4.0	1,750,000		7,000,000	
I14	Manoon Arayasiri	Soil/Geotechnical Engineer 1 (Slope)	TEC	2.0	1,300,000		2,600,000	
I15	Suvichai_Methpreechak	Soft Ground Treatment Specialist	TEC	3.0	1,300,000		3,900,000	
I16	Suntichai Horpaopan	Drainage Engineer	TEC	7.0	1,200,000		8,400,000	
I17	Arristeo B. RABAJANTE	River Engineer	NK	2.0	1,200,000		2,400,000	
I18	Akira Yanagisawa	Bridge/Structural Engineer 6	CD	7.0	1,700,000		11,900,000	
I19	Bundit Kitsuwannarut	Pavement/Material Engineer	TEC	4.0	1,200,000		4,800,000	
I20	Kazuhiro Ishizuka	Survey Engineer	NK	6.0	1,700,000		10,200,000	
I21	Jirarote Piyapornpong	Soil/Geotechnical Engineer 2	TEC	5.0	1,200,000		6,000,000	
I22	Seichiro Kanai	Geological Engineer (Tunnel)	NK	2.0	1,750,000		3,500,000	
I23	Khadananda Lamsal	Senior Hydrologist	NK	3.0	1,800,000		5,400,000	
I24	Silver Yance	Inundation Analyst	NK	3.0	1,750,000		5,250,000	
I25	Shigeki Takahashi	Operating & Maintenance Specialist	NK	4.0	1,750,000		7,000,000	
I26	Yuichi Tsujimoto	Expressway Management Unit Specialist	NK	2.0	1,700,000		3,400,000	
I27	Hisanori Tomitaka	Traffic Management Specialist	NK	2.0	1,800,000		3,600,000	
I28	Kyoichi Takeuchi	Asset Management Specialist	NK	2.0	1,700,000		3,400,000	
I29	Yoshinori Yamazaki	Architect	NK	3.0	1,750,000		5,250,000	
I30	Koichi Nishimura	ITS Specialist	NK	5.0	1,700,000		8,500,000	
I31	Masahiro Sakagami	Communication System Engineer	NK	3.0	1,700,000		5,100,000	
I32	Eiji Matsuda	Senior Electrical Engineer	NK	7.0	1,700,000		11,900,000	
I33	Masashi Iwamoto	Toll Collection System Specialist	NK	4.0	1,700,000		6,800,000	
I34	Masayuki Iwashita	Construction Planner/Cost Estimator	NK	11.0	1,700,000		18,700,000	
I35	Anothai Boonthikul	Senior Procurement/Contract Specialist	TEC	12.0	1,300,000		15,600,000	
I36	Yasuhira Minami	Social and Environmental Specialist	NK	5.0	1,700,000		8,500,000	
I37	Vu Ngoc Long	Resettlement Specialist	NK	10.0	1,300,000		13,000,000	
I38	Noppong Unhabhokha	Training Specialist	TEC	4.0	1,300,000		5,200,000	
Sub-total (A)				239.0			393,450,000	0

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No.	Name	Position	Firm	Input (months)	Remuneration Currencies Rate		Amount	
					JPY	USD	JPY	USD
National Consultant								
L1	Le Kim An	Co-Project Manager	NK	14.0		2,000		28,000
L2	Tran Dinh Van	Highway Engineer 1 (Geometric)	NK	13.0		1,800		23,400
L3	Phan Dang Viet Anh	Highway Engineer 2 (Road Structure)	NK	13.0		1,300		16,900
L4	Trần Quang Huy	Road Safety Audit Specialist	NK	3.0		1,600		4,800
L5	Le Toan Thang	Bridge/Structural Engineer 1 (Superstructure)	NK	13.0		1,600		20,800
L6	Dao Ngoc Vinh	Bridge/Structural Engineer 2 (Substructure/Foundation)	NK	13.0		1,300		16,900
L7	Le Thi Thanh Thuy	Highway Engineer 3 (Geometric)	NK	12.0		1,600		19,200
L8	Vu Gia Hung	Highway Engineer 4 (Road Structure)	NK	12.0		1,500		18,000
L9	Do Hong Phuc	Bridge/Structural Engineer 3	NK	4.0		1,300		5,200
L10	Pham Anh Kiet	Bridge/Structural Engineer 4	NK	4.0		1,300		5,200
L11	Nguyen Dinh Trung	Highway Engineer 5 (Geometric)	NK	12.0		1,300		15,600
L12	Dao Manh Son	Highway Engineer 6 (Road Structure)	NK	12.0		1,300		15,600
L13	Le Kien Cuong	Bridge/Structural Engineer 5	NK	4.0		1,300		5,200
L14	Tran Anh Tuan	Bridge/Structural Engineer 6	NK	4.0		1,300		5,200
L15	Le Thanh Hung	Interchange Specialist	NK	2.0		1,600		3,200
L16	Phạm Ngọc Tuấn	Bridge/Structural Engineer 7	NK	3.0		1,600		4,800
L17	Tran Phong Nha	Tunnel Engineer	NK	4.0		1,600		6,400
L18	Quach Thi Thu	Soil/Geotechnical Engineer 1 (Slope)	NK	2.0		1,600		3,200
L19	Trinh Viet Linh	Soft Ground Treatment Specialist	NK	3.0		1,600		4,800
L20	Nguyen Minh Ngoc	Drainage Engineer 1	NK	7.0		1,600		11,200
L21	Nguyễn Phúc Hòa	Drainage Engineer 2	NK	6.0		1,300		7,800
L22	Nguyen Son	River Engineer	NK	2.0		1,600		3,200
L23	Tran Trong Nghia	Pavement/Material Engineer 1	NK	4.0		1,600		6,400
L24	Nguyễn Viết Hải	Pavement/Material Engineer 2	NK	4.0		1,600		6,400
L25	Vo Thanh Binh	Senior Surveyor 1	NK	6.0		1,700		10,200
L26	Le Van Thu	Senior Surveyor 2	NK	5.0		1,300		6,500
L27	Nguyễn Anh Tuấn	Senior Surveyor 3	NK	5.0		1,600		8,000
L28	Nguyễn Doãn Tĩnh	Soil/Geotechnical Engineer 2	NK	5.0		1,600		8,000
L29	Nguyễn Mạnh Tuấn	Soil/Geotechnical Engineer 3	NK	4.0		1,600		6,400
L30	Trịnh Minh Khiêm	Soil/Geotechnical Engineer 4	NK	4.0		1,300		5,200
L31	Tran Ngoc Nhan	Geological Engineer (Tunnel)	NK	2.0		1,600		3,200
L32	Ngo The Hung	Hydraulic Engineer 1	NK	3.0		1,600		4,800
L33	Pham Huu Nhu	Hydraulic Engineer 2	NK	3.0		1,300		3,900

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No.	Name	Position	Firm	Input (months)	Remuneration Currencies Rate		Amount	
					JPY	USD	JPY	USD
L34	Nguyen Huy Phuong	Inundation Analyst	NK	3.0		1,600		4,800
L35	Vo Hoang Anh	Transport Economist	NK	3.0		1,600		4,800
L36	Ha Quoc Hieu	Operating & Maintenance Specialist	NK	4.0		1,600		6,400
L37	Le Tung Lam	Expressway Management Unit Specialist	NK	2.0		1,600		3,200
L38	Phan Minh Tuan	Traffic Management Specialist	NK	3.0		1,300		3,900
L39	Trinh Ngoc Hai Thang	Asset Management Specialist	NK	2.0		1,600		3,200
L40	Pham Quang Minh	Architect 1	NK	3.0		1,600		4,800
L41	Ngô Vũ Quang Khoa	Architect 2	NK	3.0		1,300		3,900
L42	Nguyen Huu Tinh	ITS Specialist	NK	5.0		1,300		6,500
L43	To Minh Tri	Communication System Engineer	NK	3.0		1,600		4,800
L44	Trinh Dinh Khiem	Electrical Engineer 1	NK	7.0		1,600		11,200
L45	Vo Hong	Electrical Engineer 2	NK	5.0		1,300		6,500
L46	Bui Phu Huy	Toll Collection System Specialist	NK	4.0		1,300		5,200
L47	Nguyen Thi Bich Thuy	Cost Estimator 1 (Civil Work Packages)	NK	11.0		1,600		17,600
L48	Phan Thi Thuy Trinh	Cost Estimator 2 (Civil Work Packages)	NK	8.0		1,500		12,000
L49	Nguyen Thi Sinh	Cost Estimator 3 (Other Packages)	NK	2.0		1,300		2,600
L50	Nguyen The Trung	Procurement/Contract Specialist 1	NK	12.0		1,600		19,200
L51	Ha Ngoc Anh Minh	Procurement/Contract Specialist 2	NK	8.0		1,300		10,400
L52	Pham Van Xuan	Senior Environmental Specialist	NK	8.0		1,700		13,600
L53	Pham The Giang	Environmental Specialist	NK	8.0		1,600		12,800
L54	Le Dang Giang	Senior Resettlement Specialist	NK	14.0		1,700		23,800
L55	Ho Thi Thu Thuy	Social and Resettlement Specialist	NK	14.0		1,600		22,400
L56	Le Duy Son	Cultural and Archaeological Specialist	NK	14.0		1,600		22,400
L57	Bach The Dung	Training Specialist	NK	4.0		1,600		6,400
Sub-total (B)				357.0				546,000

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No.	Name	Position	Firm	Input (months)	Remuneration Currencies Rate		Amount	
					JPY	USD	JPY	USD
National Staff								
S1	To be nominated	Office Manager	NK	14.0		1,000		14,000
S2	To be nominated	Bilingual Secretary 1	NK	14.0		600		8,400
S3	To be nominated	Accountant	NK	14.0		800		11,200
S4	To be nominated	Translator 1	NK	14.0		600		8,400
S5	To be nominated	Translator 2	NK	12.0		600		7,200
S6	To be nominated	Translator 3	NK	12.0		600		7,200
S7	To be nominated	Translator 4	NK	12.0		600		7,200
S8	To be nominated	Translator 5	NK	12.0		600		7,200
S9	To be nominated	CAD Operator 1	NK	14.0		600		8,400
S10	To be nominated	CAD Operator 2	NK	4.0		600		2,400
S11	To be nominated	Guard 1	NK	14.0		300		4,200
S12	To be nominated	Guard 2	NK	14.0		300		4,200
S13	To be nominated	Bilingual Secretary 2	NK	12.0		600		7,200
S14	To be nominated	CAD Operator 3	NK	12.0		600		7,200
S15	To be nominated	CAD Operator 4	NK	12.0		600		7,200
S16	To be nominated	CAD Operator 5	NK	12.0		600		7,200
S17	To be nominated	CAD Operator 6	NK	12.0		600		7,200
S18	To be nominated	Bilingual Secretary 3	NK	12.0		600		7,200
S19	To be nominated	CAD Operator 7	NK	12.0		600		7,200
S20	To be nominated	Bilingual Secretary 4	NK	8.0		600		4,800
S21	To be nominated	CAD Operator 8	NK	8.0		600		4,800
Sub-total (C)				250.0				150,000
Total (A+B+C)							393,450,000	696,000

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4E. REIMBURSABLES PER ACTIVITY

No.	Description	Unit	Quantity	Unit Price		Amount	
				JPY	USD	JPY	USD
1.	International Flights					6,706,000	11,420
1-1	Air Tickets purchased outside of Vietnam (fixed unit rate)		52				
	a1. Tokyo - Hanoi - Danang (Over 1year)	One Way	6	147,000		882,000	
	a2. Danang-Hanoi-Tokyo (Over 1year)	One Way	6		580		3,480
	b. Tokyo - Hanoi - Danang (less than 1year)	Round Trip	10	236,000		2,360,000	
	c. Tokyo - Hanoi - Danang (Less than 3months)	Round Trip	16	159,000		2,544,000	
	d. Manila - HCMC - Danang (Less than 3months)	Round Trip	1		1,000		1,000
	e. Brisbane - SGN - Danang (Less than 3months)	Round Trip	1		1,300		1,300
	f. Bangkok - HCMC - Danang (less than 1year)	Round Trip	6		530		3,180
	f. Bangkok - HCMC - Danang (Less than 3months)	Round Trip	6		410		2,460
1-2	Miscellaneous Travel Expense (fixed unit rate) (Visa application, Inland Travel Cost and others)	Round Trip	46	20,000		920,000	
2.	Perdiem Allowance (fixed unit rate)						441,300
2-1	International Consultant	months	239		1,500		358,500
2-2	National Consultant (for the experts mobilized from outside Danang)	months	276		300		82,800
3.	Accommodation Allowance (fixed unit rate)						554,400
3-1	International Consultant	months	239		1,800		430,200
3-3	National Consultant (for the experts mobilized from outside Danang)	months	276		450		124,200
4.	Local Transportation Cost						11,400
	International Consultant						
4-1	Air Ticket (fixed unit rate)						
	a. Danang-Hanoi for duty Trip	Round Trip	30		100		3,000
	National Consultant						
4-2	Air Ticket (fixed unit rate)						
	a) Hanoi/HCMC-Danang for mobilization	Round Trip	45		120		5,400
	c) Danang-Hanoi for duty Trip	Round Trip	30		100		3,000
5.	Office Rental Cost (fixed unit rate)						80,000
5-1	Main Office at Danang	months	14		4,800		67,200
5-2	Branch Office at Hanoi	months	8		1,600		12,800
Total						6,706,000	1,098,520

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4F. MISCELLANEOUS EXPENSES

No.	Description	Unit	Quantity	Unit Price		Amount	
				JPY	USD	JPY	USD
1.	<u>Communication Cost</u>						11,200
1-1	International Communication (fixed unit rate)						
	a. During D/D Stage	months	14		200		2,800
	b. During P/A Period	months	2		200		400
1-2	Domestic Communication (fixed unit rate)						
	a. During D/D Stage	months	14		500		7,000
	b. During P/A Period	months	2		500		1,000
2.	<u>Reproduction of Reports & Documents</u> (fixed unit rate)	months	14		1,400		19,600
3.	<u>Office Furniture, Equipment and Software</u> (Lump sum)	L/S	1		60,000		60,000
4.	<u>Office Running Cost</u> (fixed unit rate)						19,200
4-1	Office Running Cost (Main Office)	months	14		1,200		16,800
4-2	Office Running Cost (Branch Office at Hanoi)	months	8		300		2,400
5.	<u>Vehicle Rental</u> (fixed unit rate)						96,500
5-1	Vehicle Rental Cost (incl. Fuel and Driver)						
	a. Mini Bus (16 seats) at main office	v/months	37		1,500		55,500
	b. Vehicle (Sedan) at main office	v/months	14		1,500		21,000
	c. Vehicle (7 seats) at Hanoi Branch Office	v/months	16		1,250		20,000
6.	<u>Survey Works</u> (Lump sum)						2,931,157
6-1	Relevant Data and Documents	L/S	1		10,000		10,000
6-2	Topographic Survey (See Breakdown 1)	L/S	1		1,006,056		1,006,056
6-3	Hydrological Survey (See Breakdown 2)	L/S	1		211,808		211,808
6-4	Engineering Geological Survey (See Breakdown 3)	L/S	1		1,479,728		1,479,728
6-5	Material Source Survey (See Breakdown 4)	L/S	1		17,565		17,565
6-6	Relevant Facilities Survey	L/S	1				
6-7	Baseline Survey (Additional Traffic Survey)	L/S	1		6,000		6,000
6-8	Independent Land Valuation Survey	L/S	1				
6-9	Environmental and Social Surveys	L/S	1				
6-10	Land Acquisition Staking	L/S	1		200,000		200,000
7.	<u>D/D subletting cost of all bridges and interchanges</u> (Lump sum)	L/S	1		400,000		400,000
Total							3,537,657

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**Appendix E: Services and Facilities
Provided by the Client**

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APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

The Client shall co-ordinate and shall facilitate the Consultant to carry out services as follows:

- (1) The Client shall facilitate the Consultant to collect data and discuss with relevant authorities for project implementation purposes;
- (2) The Client shall support necessary procedures for the foreign experts of the Consultant working in Vietnam;

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**Appendix F:
Form of Advance Payment
Guarantee**

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Appendix F
Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire when the total payments reach fifty-five (55) percent of the contract price (equivalently 254,836,190 JPY + 3,395,755 USD exclusive of the contingency amount). Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

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