

**GOVERNMENT OF SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT**



**Consulting Service for Detailed Design
for
Da Nang – Quang Ngai Expressway Development Project
IDA Credit No. 3843-VN**

**Contract
for
Detailed Engineering Design Works**

BETWEEN

JOINT VENTURE OF NK – NEC – CHODAI - TEC

AND

THANG LOI ENGINEERING CONSULTANTS CO., LTD.

Dated: 1 AUGUST 2012

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CONTRACT AGREEMENT
ON
DETAILED ENGINEERING DESIGN
FOR
CONSULTING SERVICES FOR DETAILED DESIGN FOR
DANANG - QUANG NGAI EXPRESSWAY DEVELOPMENT PROJECT
PROJECT ID NO. P.106235
IDA CREDIT NO. 3843-VN

This Contract made and entered into this 1st August 2012, by and between:

Joint Venture of NK – NEC – Chodai – TEC duly organized and existing under the laws of VietNam, with its principal office located at Unit 2, 11th floor, PVFC Building, Lot A2.1, 30 April Street, Hai Chau District, DaNang City (hereinafter referred to as the "Consultant") and Thang Loi Engineering Consultants Co., Ltd., duly organized and existing under the laws of Vietnam, with its principal office located at 16A/93 Trung Kinh Street, Cau Giay, Hanoi, Vietnam (hereinafter referred to as the "Sub-consultant")

WITNESS THAT the parties covenant, promise and agree as follows:

The Sub-consultant agrees to do and complete the Detailed Engineering Design (hereinafter referred to as the "Works") in accordance with the terms, conditions and requirements of this Contract.

The Consultant agrees to pay the Sub-consultant in consideration of the fulfillment of the Works, the Contract Price of Four Hundred Forty Thousand US Dollars only (USD440,000), including USD40,000 of VAT, in accordance with the terms and conditions specified in Clause 2.12 of General Conditions.

It is agreed that the terms, conditions and requirement of the Contract shall prevail to the extent that are expressly modified or altered by this Contract.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed in duplicate as of the date first above written by its duly authorized representative.

For and on behalf of the Consultant

For and on behalf of the Sub-consultant

Ichizuru ISHIMOTO
Project Manager
Joint Venture of
NK-NEC-CHODAI-TEC

Nguyen Manh Cuong
Director
Thang Loi Engineering Consultants Co., Ltd.

II. GENERAL CONDITIONS OF CONTRACT

2.1 Definitions

The following words and expressions shall have the meaning assigned to them except where the context otherwise requires:

- (a) The “Client” shall mean Project Management Unit No.85 (PMU85) under Ministry of Transport (MOT) of Government of Socialist Republic of Vietnam (GOV).
- (b) The “Project” shall mean Da Nang – Quang Ngai Expressway Development Project, approximately 140 km long, in the central Vietnam.
- (c) The “Service” shall mean the Consulting Services for Detailed Design for Da Nang – Quang Ngai Expressway Development Project to be carried out by the Joint Venture.
- (d) The "Joint Venture" shall mean the Joint Venture of Nippon Koei Co., Ltd., Nippon Engineering Consultants Co., Ltd., Chodai Co., Ltd. and Thai Engineering Consultants Co., Ltd..
- (e) “NK” shall mean Nippon Koei Co., Ltd., the prime consulting firm responsible for the implementation of the Service having an address of its head office at;
 - 4, Kojimachi 5-chome,
 - Chiyoda-ku, Tokyo, 102-8539, Japan
- (f) The “Project Manager” shall mean team leader of the Joint Venture approved by the Client.
- (g) The "Consultant" shall mean a person or persons of the Joint Venture appointed by the Project Manager.
- (h) The "Sub-consultant" shall mean the person or company whose bid has been accepted by the Consultant and approved by the Client.
- (i) The "Contract" shall mean the agreement between the Consultant and the Sub-consultant, and include General Conditions, Term of Reference (TOR), Technical Specifications and Priced Bill of Quantities (BOQ) attached hereto.
- (j) The "Site" shall mean the places of the area shown on the attached project location map in Appendix-A.
- (k) The "Works" shall mean the works for the Detailed Engineering Design as shown in the Bill of Quantities attached in the Appendix E.
- (l) The “Contract Price” shall mean the sum named in the Contract as the Contract price.

- (m) The "Bill of Quantities" or "BOQ" shall mean the price schedule attached to the Contract.
- (n) The "Unit Price" shall mean the unit price stated in the Bill of Quantities.
- (o) The "Drawings" shall mean the drawings referred in the Contract and any modification of such figures and drawings approved in writing by the Consultant.
- (p) "Day, Week, Month, Year" shall mean calendar day, calendar week, calendar month and calendar year.
- (q) "Approval" or "Approved" shall mean approval or approved in writing by the Consultant.
- (r) "Writing" shall mean any manuscript, typewritten or printed statement under seal or hand. Words importing the singular only also include the plural and vice versa where the context requires. The fact that the words defined in this Clause are or are not capitalised in the Contract shall not affect their meaning.

2.2 Sub-consultant to Inform Himself Fully

The Sub-consultant by bidding shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract price, and to have fixed these prices according to his own view for these as no additional allowances, except as otherwise expressly provided, will afterwards be made beyond the Contract Price. The Sub-consultant shall be responsible for any misunderstanding or incorrect information, whatsoever, obtained except information given in written by the Consultant. The Sub-consultant shall determine the presence of all services or ground facilities that may be affected by his work.

2.3 Time for Commencement and Completion

The commencement date of the Works is 1 August 2012 and the whole of the Works shall be completed not later than 28 February 2013.

2.4 Manner of Execution

- 1) The Works to be done under this Contract shall be executed in accordance with the Sub-consultant where not specified therein shall be in accordance with such instructions as the Consultant may issue, from time to time, as he considers necessary and appropriate. If something, which is not described in this Contract, occurred, the Sub-consultant shall consider and judge based on the conscience and justice of the engineership.
- 2) The Sub-consultant shall be responsible for observing all regulation and safety precautions required by authorities and/or through legislation.

- 3) The Sub-consultant shall keep good relation with concerned persons and organization of the Works.

2.5 Information and Official Permission

- 1) The Consultant shall make available to the Sub-consultant for the purpose of performing the Works which are listed in the Contract.

2.6 Sub-consultant's Representative and Persons

- 1) The Sub-consultant shall make his own arrangements for the engagement of all the engineers, technicians and labours necessary for the execution of the Works. The Sub-consultant shall submit to the Consultant for approval a complete list of principal staff showing names, functions, personal histories and periods of assignments prior to commencement of the Works.
- 2) The Sub-consultant shall appoint one or more competent representatives from the Sub-consultant's engineers assigned to the Works to superintend the carrying out of the Works on the Site. The names, training and experience of the Sub-consultant's representatives shall be submitted to the Consultant for approval before they are appointed. The said representative, or if more than one shall be appointed, then one such representative shall be present in his office during working hours, and any orders or instructions which the Consultant may give to the said representative of the Sub-consultant shall be deemed to have been given to the Sub-consultant by the Consultant.
- 3) The Sub-consultant shall be responsible for observation of all regulation and safety precautions imposed by labour legislation and authorities in Vietnam.
- 4) The Consultant shall be at liberty by notice in writing to the Sub-consultant to object to any representative or other person employed by the Sub-consultant in the execution of the Works who shall, in the opinion of the Consultant, misconduct himself or be incompetent or negligent or be sick and the Sub-consultant shall remove such person from the Works and provide an acceptable replacement for such person at the Sub-consultant's expense.

2.7 Working Days and Hours

The Sub-consultant shall carry out the Works on the Site continuously during the normal working hours generally recognised in Vietnam. The Sub-consultant may, with the arrangement of the Consultant, carry out work at other time if it shall be practicable in the circumstances for work to be so done.

2.8 Materials, Equipment and Facilities to be provided by the Sub-consultant

The Sub-consultant shall, at his own expense, supply and provide all the equipment, materials, labors and other things or every kind required for the execution and completion of the Works.

2.9 Program to be Furnished

- 1) The Sub-consultant shall submit to the Consultant for his approval his proposed time schedule and field operation program for each section of the Works.
- 2) After approval by the Consultant of such time schedule and field operation program, the completion time for the Works stipulated in the same time schedule shall be considered as “Guaranteed Time for Completion of the Works”, and the Sub-consultant shall adhere to the order of procedure method and time schedule unless he obtains the written permission of the Consultant to vary such order or method or time schedule.
- 3) Such time schedule and field operation program shall be supplemented by the Sub-consultant in monthly progress reports indicating the actual state of progress of all items during the course of the Works at the Site. The form and substance of such monthly reports shall be satisfactory to the Consultant. The weekly progress report shall be submitted by Monday of the following month to which it applies.
- 4) In the course of the Works, when the Consultant calls the Sub-consultant for a meeting in the Sub-consultant office, the Sub-consultant and/or his representatives shall at any time and at his own expense attend the meeting and shall report the actual state of Works.

2.10 Insurance

- 1) The Sub-consultant shall at his expense effect accident and insurance for engineers, technicians and labours employed by the Sub-consultant for the execution of the Works, and shall indemnify the Consultant from any claim for the compensation of such accident and injury, damage to property and third parties caused in undertaking the duties and all claims whatsoever.
- 2) The Sub-consultant shall, at his expense, insure the equipment, materials and facilities to be provided by the Sub-consultant and keep each part thereof insured for its full value against loss, damage and fire.

2.11 Force Majeure

- 1) If either party is temporarily unable by reason of force majeure or the law or regulation of to meet any of its obligation under the Contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations

of the party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

- 2) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 2.11 1) or delay arising from such event.
- 3) The term “Force Majeure” as employed herein shall mean Act of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, earthquakes, storm, lighting, floods, washouts, civil disturbances, explosion, curfews, and any other similar event, beyond the control of either party.

2.12 Terms of Payment

- 1) This is a lump sum contract.
- 2) As soon as the Works has been started, the Sub-consultant shall submit to the Consultant, the invoices of amount payable. After checking the invoices, the Consultant shall pay the Sub-consultant in respect of the Works. The Consultant reserves the right to exclude such items that are not considered to be authenticated, from the payment.
- 3) First payment equivalent to Ten percent (20%) of the Contract Price shall be made to the Sub-consultant upon acceptance of the outcome of the detailed design of bridges of the first package by the Consultant.
- 4) Second payment equivalent to Twenty Five percent (20%) of the Contract Price shall be made to the Sub-consultant upon acceptance of the outcome of the detailed design of bridges of the other four (4) packages by the Consultant.
- 5) Third payment equivalent to Twenty Five percent (25%) of the Contract Price shall be made to the Sub-consultant upon acceptance of the outcome of the detailed design of bridges of the other remaining packages by the Consultant.
- 6) Fourth payment equivalent to Ten percent (10%) of the Contract Price shall be made to the Sub-consultant upon acceptance of the outcome of the detailed design of three (3) interchanges by the Consultant.
- 7) Fifth payment equivalent to Twenty percent (15%) of the Contract Price shall be made to the Sub-consultant upon acceptance of the outcome of the detailed design of the other remaining interchanges by the Consultant.

- 8) Final payment equivalent to Ten percent (10%) of the Contract Price shall be made to the Sub-consultant upon issuance of “Work Completion Certificate” by the Consultant after receiving the acceptance letter by PMU85.
- 9) No extra payments in respect of overtime, holiday work, additional equipment, materials and facilities, or special conditions of hardship shall be claimed by the Sub-consultant beyond the Contract price.
- 10) Payment procedure is provided in Appendix-B. Remittance charge shall be paid by the Sub-consultant.
- 11) The Sub-consultant shall issue VAT invoice for each payment.

2.13 Taxes and Related Charges

All the income and other taxes, levies, imposes, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of Vietnam or any subdivisions thereof or any taxing authority therein, upon the Sub-consultant and his staff shall be paid and/or borne by the Sub-consultant.

2.14 Variations and Omissions

- 1) The Sub-consultant shall not alter any of the Works except as directed in writing by the Consultant. The Consultant shall have full power, from time to time, during the execution of the Contract, to direct the Sub-consultant to alter, amend, omit, add to or otherwise vary any of the Works, by notice in writing, and the Sub-consultant shall carry out such variations.
- 2) If a decrease in the Works is ordered by the Consultant, such orders shall not constitute any ground for claim for damage or loss of anticipated profits on the Works. All extra additional Works shall be performed with the same materials and workmanship as employed for the Works of similar character in the original one as far as they are applicable thereto.
- ~~3) In any case there such a direction involves an increase or decrease in the Contract Price, the difference in cost to the Contract, if any, occasioned by such variations, shall be adjusted from the Contract Price as the case may require, unless otherwise specified. The amount of such difference shall be ascertained and determined in accordance with the unit prices specified in the BOQ, so far as the same may be applicable, and where the unit prices are not contained therein, such amount shall be reasonably agreed between the Consultant and the Sub-consultant in writing.~~

- 4) In case some modification and/or variation are requests made by Consultant and/or Client, both Parties will discuss to make a supplementary agreement to the Contract, if necessary.

2.15 Sub-consultant's Default

- 1) If the Sub-consultant shall neglect to execute the Works with the diligence and expedition or shall refuse or neglect to comply with any reasonable instructions or orders given in writing by the Consultant in connection with the Works, or shall contravene the provisions of the Agreement, the Consultant may give notice in writing to the Sub-consultant to make good the failure, neglect or contravention complained of.
- 2) In case, the Sub-consultant fail to comply with the notice within a reasonable time from the date thereof, then and in such case the Consultant shall be at liberty to employ other workmen and forthwith execute such part of the Works as the Sub-consultant may have neglected to do, or, if the Consultant shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract, to make the Works wholly or in part out of the Sub-consultant's hands and re-contract with any other person or persons to complete the Works or any part thereof.
- 3) The Consultant shall be entitled to retain and apply any balance which may be otherwise due by him to the Sub-consultant, or such part hereof as may be necessary to payment of the cost of executing the said part of the Works of completing the Works as the case may be. If the cost of completing the Works or executing part thereof as aforesaid shall exceed the balance due to the Sub-consultant, the Sub-consultant shall pay such excess upon request writing from the Consultant.

2.16 Rejection

If at any time before the Works are accepted by the Consultant, the Consultant shall decide that any work done by the Sub-consultant is defective or not in accordance with the Sub-consultant or that the Works or any portion thereof are defective or do not fulfil the requirements of the Contract, then the Sub-consultant shall with all speed and at his own expense make good defects so specified. In case the Sub-consultant shall fail so to do, the Consultant may, provided he does so without undue delay, take at the cost of Sub-consultant, such steps as may in all the circumstances be reasonable to make good such defects.

2.17 Time for Completion

- 1) The whole of the Works shall be completed with the time guaranteed by the Sub-consultant or such extended time as may be allowed under the following paragraph.

- 2) The Sub-consultant shall not be held responsible for failure to carry out his obligations in case of force majeure, such as embargo, blockade, war, natural disasters or any disaster or any circumstances beyond his reasonable control.
- 3) The Sub-consultant shall notify the Consultant in writing within seven (7) days of the commencement of force majeure conditions. Depending on the production of satisfactory evidence and if the existence of force majeure conditions is accepted by the Consultant, the Consultant will grant extension of the Guaranteed Time for Completion of the Works sufficient to compensate for delay due to force majeure without penalty.

2.18 Delay in Completion

If the Sub-consultant fails to complete the Works in accordance with the Contract within the time fixed by the Contract, there shall be deducted from the Contract Price as and for liquidated and ascertained damages a sum of money equal to one tenth of one percent (0.1%) of the Contract Price for each day between the Guaranteed Time for Completion of the Works and the actual date of completion but the amount so deducted shall not in any case exceed five percent (5%) of the Contract Price. Such deduction shall be in full satisfaction of the Sub-consultants liability for the said failure. The Consultant may request the Sub-consultant to employ additional labour or use additional equipment and materials and the Sub-consultant will do so at his expense in case a delay in the completion of the works has to be expected.

2.19 Suspension of the Works

The Sub-consultant shall, on the written order of the Consultant, suspend the progress of the Works or any part thereof for time or times and in such manner as the Consultant may consider necessary and shall be doing such suspension properly protect and secure the works so far as is necessary in the opinion of the Consultant. All expenses incurred by the Sub-consultant by reason of the suspension of the Works by the Consultant will be at the sole responsibility of the Sub-consultant if the suspension is:

- (a) Otherwise provided for in the Sub-consultant
- (b) Necessary for the proper execution of the works or by reason of whether conditions affecting the safety or the quality of the Works or by some defaults on the part of the Sub-consultant, or
- (c) Necessary for the safety of the Works or any part thereof.

2.20 Certificate of Completion of the Works

As soon as in the opinion of the Consultant, the whole of the Works shall have been satisfactory completed, the Consultant shall issue a Certificate of Completion of Works after

receiving a written application thereof. Upon issuance of such Certificate of Completion of Works, the Sub-consultant shall cease to be under further obligation under the Contract.

When whole the Work completed, a Certificate of Completion of Works shall be issued to terminate the Contract after receiving the acceptance letter from PMU85.

2.21 Bankruptcy

If the Sub-consultant shall become bankrupt or insolvent or have a receiving order made against him, or compound with his creditors, or being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry out its business under a receiver for the benefit of its creditors or any of them, NK shall be at liberty:

- 1) To terminate the Contract forthwith by notice in writing to the Sub-consultant or to the receiver, or liquidator, or to any person in whom the Contract may become vested, and to act in the manner provided in Clause 2.15 of the Sub-consultant's Default, as though the last mentioned notice has been the notice referred to in such Clause and the Works has been taken out of the Sub-consultant's hand, or
- 2) To give such receiver, liquidator or other person the opinion of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.

2.22 Assignment and Sublet the Contract

The Sub-consultant shall not, without the prior consent in writing of the Consultant, assign or transfer the Works or the benefits or obligations thereof or any part thereof to any other persons. The Sub-consultant shall not, without the prior consent in writing of the Consultant, which shall not be unreasonably withheld, sublet the Sub-consultant any part thereof or make any sub-contract with any person or persons.

Any such consent if given shall not relieve the Sub-consultant from his obligations under the Contract. The Sub-Sub-consultant shall be regarded as employee of the Sub-consultant. The Sub-consultant shall be solely responsible for the performance of the Sub-Sub-consultant and for all payments to the Sub-Sub-consultant.

2.23 Arbitration

- 1) If any dispute or difference of any kind whatsoever shall arise between NK and the Sub-consultant in connection with the interpretation or application of the Contract, it shall be settled as much as possible by amicable arrangement between both parties. If such

arrangement cannot be realised, the dispute of difference shall be settled by arbitration as provided herein.

- 2) All questions, disputes or differences arising out of or in relation to the interpretation of the Contract which cannot be settled by manual accord shall be submitted to a committee for arbitration consisting of three arbitrators, one to be nominated by NK, another by the Sub-consultant and the third as chairman by the two mentioned arbitrators above, and shall be finally settled in conformity to the rules and procedures of Conciliation and Arbitration of the International Chamber of Commerce. Such arbitration shall be held at such place and time as the arbitrators may decide. Any decision, opinion, direction, certificate or valuation given by the arbitrators shall be obeyed by both parties and be final.

2.24 Notice and Correspondence

Any notice to be given to the Sub-consultant shall be served by sending the same by post, facsimile, email, or leaving the same at the Sub-consultant's principal place of business. Any notice to be given to the Consultant shall be served by sending the same by post, facsimile, email, or leaving the project office of the Consultant in Danang:

Danang Project Office:

Unit 2, 11th floor, PVFC Danang Building, Lot A2.1, April 30 Street, Hai Chau District, Danang City, Vietnam

Telephone: +84-(0)511-379-7961

Facsimile: +84-(0)511-379-7962

2.25 Documents

- 1) All the correspondences shall be in English. All outcomes of the Works shall be made in both English and Vietnamese.
- 2) The several documents have to be taken as mutually explanatory of one another. Results of meeting shall be confirmed by issuance of minutes of meetings.

2.26 Inspection of Work

The Consultant shall, at all times, have access to the Works wherever it is in preparation or progress.

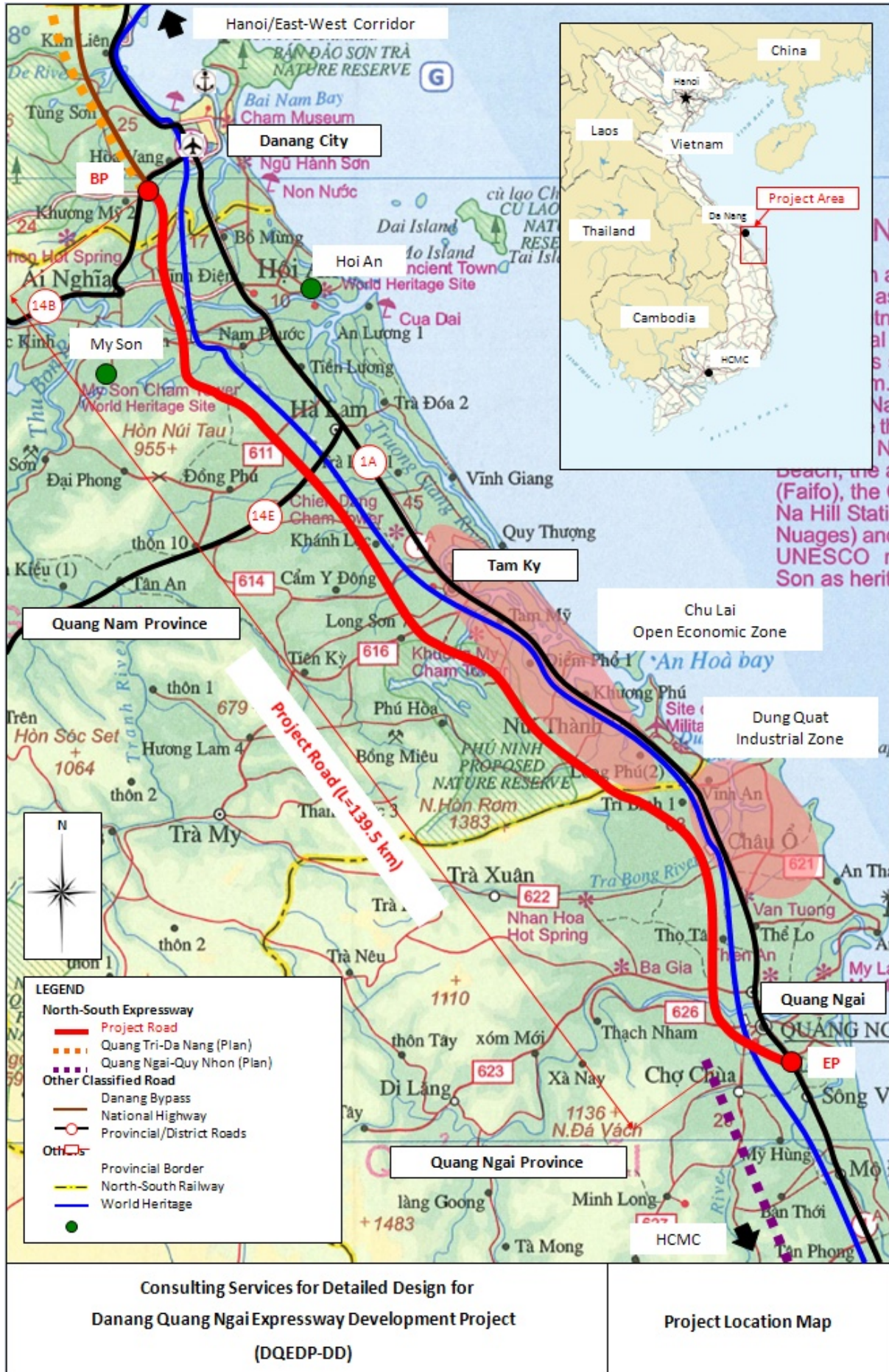
2.27 Maintenance of Security

Without obtaining the Consultant's prior written approval, the Sub-consultant shall not disclose, not only during the effective period of this Contract, but also after the termination or

completion of this Contract, any information and/or data, etc., which has been made known to the Consultant in executing the Work.

2.28 Emergency Communication Network

The Sub-consultant shall submit to the Consultant an emergency communication network which includes contact numbers and addresses in both case of usual and emergency response.



Appendix-B: Mode of Payment

A. The Sub-consultant shall submit an invoice for services performed by him/her. A sample invoice form is attached hereto.

B. The above invoices shall be submitted to NK with the following particulars:

Address : Mr. Ichizuru Ishimoto
Project Manager

Detailed Design for Danang-Quang Ngai Expressway
Development Project

Unit 2, 11th floor, PVFC Danang Building, Lot A2.1, April 30
Street, Hai Chau District, Danang City, Vietnam

Project Code : JA08O1057

C. The payment shall be made in US Dollar of telegraphic transfer to the account mentioned below within one (1) month from the date of the receipt of the invoice. The Sub-consultant shall confirm in advance the reliability of transferring to this account.

Bank Name : _____
Branch Name : _____
Account Name : _____
Account Number : _____
Bank Address : _____
Country : Vietnam
(where the bank exists):

D. Remittance charges shall be deducted from the amount of each payment.

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.
- 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 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 C_v , 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 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

Deleted here under....

APPENDIX D: SPECIFICATIONS

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SPECIFICATIONS

1. General

The Technical Specifications mentioned hereunder has been designed in order that the Sub-consultant shall carry out the Detailed Engineering Design of Da Nang - Quang Ngai Expressway with an approximate length of 140km.

2. Objective of the Work

The objective of the Work is to obtain structural stability calculation, work quantity and detailed technical drawings on the basis of the approved basic design for each structure, both bridges and interchanges.

3. Legal Basis

- Construction Law No.16/2003/QH11 dated 11/26/2003;
- Decree No.12/2009/NĐ-CP dated 02/12/2009, issued by Government for management of construction and investment projects, and Decree No.83/2009/NĐ-CP dated 10/15/2009 for supplementation and modification some provisions of Decree No. 12/2009/NĐ-CP;
- Decree No. 209/2004/NĐ-CP dated 12/16/2004, issued by Government for management of quality construction and Decree No. 49/2008/NĐ-CP dated 04/18/2008, for supplementation and modification some provisions of Decree No. 209;
- Terms of Reference (TOR) of the consulting services contract for detailed design for Da Nang – Quang Ngai Expressway Development Project between Project Management Unit No. 85 and Joint Venture of Nippon Koei Co., Ltd., Nippon Engineering Consultants Co., Ltd., Chodai Co., Ltd. and Thai Engineering Consultants Co., Ltd., dated 15th day of November, 2011.

4. Location of the Work

The proposed expressway starts at the beginning point located within Da Nang City, passes Quang Nam Province and extends to the ending point located within Quang Ngai Province. Total length is approximately 140 km long, passing through Danang city, Quang Nam province and Quang Ngai province.

5. Work Policy

All the works shall be carried out in accordance with the Specifications or the instructions by the Consultant may give.

6. Scope of the Work

(1) General

The scope of Detailed Engineering Design consists of the following two (2) parts:

Part A: Detailed Design of Bridges

Part B: Detailed Design of Interchanges

(2) Part A: Detailed Design of Bridges

There are 107 bridges to be designed by the Sub-consultant. List of bridges is shown in Appendix-F.

The Sub-consultant shall conduct the detailed design work under the supervision of the Consultant and shall submit the followings:

- Structural calculation sheets for each bridge
- Drawings for each bridge
- Work quantities for each bridge

Total number of the bridges is not fixed as of September 2012 and subject to change without additional cost.

(3) Part B: Detailed Design of Interchanges

There are nine (9) interchanges to be designed by the Sub-consultant. List of bridges is shown in Appendix-G.

The Sub-consultant shall conduct the detailed design work under the supervision of the Consultant and shall submit the followings:

- Drawings for each bridge
- Work quantities for each bridge

Total number of the interchange is nine (9) as of September 2012. In case design for additional interchanges is required by the Client, an addendum to this Agreement shall be prepared with additional cost and time.

7. Technical Standards to be Referred

No	Standards and Specifications	Ref. No
1	Expressway highway design requirements	TCVN5729-1997
2	Highway Design Requirements	TCVN4054-2005
3	Load and Effect	TCVN 2737-1995
4	Navigation clearance requirements of rivers	TCVN 5664-2009
5	Drainage & Sewerage – External Network & Facilities – Design Standard	TCVN7957-2008
6	Guidance for determination of dynamic component of the wind load under TCVN 2737-1995	TCXD 229-1999
7	Specification for design of bridges and auxiliaries for bridges	22TCN200-1989
8	Standard for design of rural roads	22TCN 210-1992
9	Transport works in earthquake zone design standard	22TCN221-1995
10	Soft soil treatment with wick drains	22TCN244-1998
11	PC concrete nail T13 T15 & D13 D15	22TCN267-2000
12	Regulation on navigation aids of Vietnam inland waterways	22TCN 269-2000
13	Standard of bridge design	22TCN272-2005
14	Standard for designing highway (junctions)	22 TCN273-2001
15	Pile foundation design standard	TCXDVN205-1998
16	Concrete and reinforced concrete	TCXDVN356-2005
17	Design earthquake bearing facilities	TCXDVN375-2006
18	Rubber bearings	AASHTO M251-06-UL, ASTM D4014-03(2007)
19	Standard for expansion joints	AASHTO M297-96, AASHTO M183-96

8. Person-in-Charge in the Consultant

Followings are persons-in-charge of the Consultant for each Part:

Part A: Detailed Design of Bridges

Mr Tetsuya Maeda, Sr Bridge Engineer

Part B: Detailed Design of Interchanges

Mr Takayasu Nagai, Sr Highway Engineer

9. General Work Sequence

Step	Action Taker	Action
1	JV	<u>Issuance of “Order of Detailed Design” for One Structure:</u> When the basic design of one structure, bridge or interchange are approved by the Client, the Consultant will issue of “Order of Detailed Design” to the Sub-consultant, with the approved basic design drawings.
2	TL	<u>Submission of Work Plan:</u> The Sub-consultant studies the basic design drawings provided, and submit work plan for the structure, with descriptions of clarifications of required work/design conditions and work process, to the Consultant.
3	JV	<u>Approve the Work Plan and Issuance of “Notice to Proceed”:</u> The Consultant studies the work plan submitted by the Sub-consultant, and issue “Notice to Proceed” upon his approval of the document.
4	TL	<u>Execute the Detailed Design:</u> The Sub-consultant execute the detailed design in quality and timely
5	TL	<u>Submission of Draft Final Outcomes:</u> The Sub-consultant submitted the draft final outcomes, i.e. calculation sheets, drawings, work quantity report.
6	JV	<u>Review of Draft Final Outcomes and Comments:</u> The Consultant review the submitted draft final outcomes, then send his comments to the Sub-consultant.
7	TL	<u>Finalize the Outcomes as “Final Draft” and submit:</u> The Sub-consultant modify and finalize the outcomes as “Final Draft” and submit two(2) copies to the Consultant.
8	JV	<u>Submit Detailed Design Report and Bidding Documents of One Package:</u> After integration of all design works of one package, the Consultant submit a set of detailed design report and the bidding documents of one package to the Client.
9	JV	<u>Establish a Modification Plan when Comments Given by the Client:</u> The Consultant establish a modification plan if any comments received by the Client and the Appraisal Consultant.
10	JV	<u>Instruction for Modifications:</u> The Consultant will instruct the Sub-consultant in order to improve the design documents to meet with the comments by the Client and the Appraisal Consultant.
11	TL	<u>Modify the Design Documents and submit:</u> The Sub-consultant shall modify the design documents to meet the requirements of the Client and the Appraisal Consultant, and submit it to the Consultant.
12	JV	<u>Confirmation of Improvement and Submit:</u> The Consultant shall submit the revised design documents to the Client after confirmation of the improvement by the Sub-consultant.
		(Item 9~12 will be continued until the design document is finally approved.)

JV: the Consultant, TL: the Sub-Consultant

10. Work Plan to be Submitted

The Sub-consultant shall submit the Work Plan, for each Part, not later than the time instructed by the Consultant for the checking and approval.

The Work Plan shall include:

- (1) General
- (2) Detailed Organization for Detailed Design
- (3) Staff List
- (4) Quality Assurance and Control
- (5) Reporting
- (6) General Work Schedule for One Structure
- (7) List of Outcomes of Detailed Design

11. Outcomes

(1) Part A: Bridge Design

Outcome of Part B: Bridge Design consists of the followings:

- (1) Structure Calculation Sheet
- (2) Drawings
- (3) Work Quantity Report in accordance with Bill of Quantity (BOQ).

(2) Part B: Interchange Design

Outcome of Part A: Interchange Design consists of the followings:

- (1) Drawings
- (2) Work Quantity Report in accordance with Bill of Quantity (BOQ).

12. Progress Reporting

(1) General

The Sub-consultant shall submit weekly progress report to the person-in-charge during morning time of every Monday for the report of work progress preceding week.

(2) Weekly Progress Report (WPR)

Weekly Progress Report (WPR) should be prepared with the following form:

No.	Structure Name/Code	Accumulative Progress (%)				Target Completion Date
		This Week		Last Week	Next Week	
		Actual	Scheduled	Actual	Schedule	

13. Responsibility of Modification

The Sub-consultant shall be responsible for several times of modification of the products until the products approved by the Client.

14. Number of Copies for the Outcomes

The Sub-consultant shall be responsible for duplication of documents as many as required by the Client, not only the final submission but also the interim submission.

15. Supervision of the Work

The Consultant has the right to supervise all of the works and to approve the plan of operation, work methods and progress of the Work. The Consultant also has the right to accept and reject the results of the Work.

16. Completion of the Works

The Consultant shall issue “Work Completion Certificate” upon the approval of the outcomes by the Client.

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- Construction Law No.16/2003/QH11 dated 11/26/2003;
- Decree No.12/2009/NĐ-CP dated 02/12/2009, issued by Government for management of construction and investment projects, and Decree No.83/2009/NĐ-CP dated 10/15/2009 for supplementation and modification some provisions of Decree No. 12/2009/NĐ-CP;
- Decree No. 209/2004/NĐ-CP dated 12/16/2004, issued by Government for management of quality construction and Decree No. 49/2008/NĐ-CP dated 04/18/2008, for supplementation and modification some provisions of Decree No. 209;
- Terms of Reference (TOR) of the consulting services contract for detailed design for Da Nang – Quang Ngai Expressway Development Project between Project Management Unit No. 85 and Joint Venture of Nippon Koei Co., Ltd., Nippon Engineering Consultants Co., Ltd., Chodai Co., Ltd. and Thai Engineering Consultants Co., Ltd., dated 15th day of November, 2011.

4. Location of the Work

The proposed expressway starts at the beginning point located within Da Nang City, passes Quang Nam Province and extends to the ending point located within Quang Ngai Province. Total length is approximately 140 km long, passing through Danang city, Quang Nam province and Quang Ngai province.

5. Work Policy

All the works shall be carried out in accordance with the Specifications or the instructions by the Consultant may give.

6. Scope of the Work

(1) General

The scope of Detailed Engineering Design consists of the following two (2) parts:

Part A: Detailed Design of Bridges

Part B: Detailed Design of Interchanges

(2) Part A: Detailed Design of Bridges

There are 105 bridges to be designed by the Sub-consultant. List of bridges is shown in Appendix-F. Total number of the bridges is not fixed as of September 2012 and subject to change without additional cost.

The Sub-consultant shall conduct the detailed design work under the supervision of the Consultant and the responsibility assignment is shown in Table 6.1:

(3) Part B: Detailed Design of Interchanges

There are nine (9) interchanges to be designed by the Sub-consultant. List of bridges is shown in Appendix-G.

The Sub-consultant shall conduct the detailed design work under the supervision of the Consultant and shall submit the followings:

- Drawings for each bridge
- Work quantities for each bridge

Total number of the interchange is nine (9) as of September 2012. In case design for additional interchanges is required by the Client, an addendum to this Contract shall be prepared with additional cost and time.

Table 6.1 Responsibility Assignment for Bridge Design

Subject	Work Item		Consultant	Sub-consultant	
Overall	1 Overall Work Plan			•	
	2 Master Drawing List (By Bridge Type)		•		
	3 Master BOQ List		•		
By Package	4 Preparation Works	(1) B/D Report (including General View)	•		
		(2) Detailed Work Schedule		•	
		(3) Drawing and BOQ Lists		•	
	5 Draft D/D Works (1st Step)	(4) Structural Calculation		• ¹⁾	
		(5) Drawings		• ¹⁾	
		(6) Quantity Taking-off		• ¹⁾	
	6 Finalization of D/D Conditions	(7) Geotechnical Investigation	•		
		(8) Scouring Analysis	•		
		(9) Revetment and River Bed Protection	•		
		(10) Surface Drainage Analysis	•		
		(11) Embankment Slope	•		
	7 Draft D/D Works (2nd Step)	(13) Bridge Design	(a) Structural Calculation	(i) Superstructure	•
				(ii) Substructure/Foundation	•
			(b) Drawings	(iii) General	•
				(iv) General View (Revision)	•
				(v) Superstructure	•
				(vi) Substructure/Foundation	•
				(vii) Accessories	•
			(c) Quantity Taking-off	(viii) Superstructure	•
				(ix) Substructure/Foundation	•
				(x) Accessories	•
(14) Bridge Temporary Facility Design		(d) Structural Calculation	•		
		(e) Drawings	•		
		(f) Quantity Calculation	•		
(15) Draft D/D Report		•			
8 Final D/D Works	(16) Answer to Appraisal Comments		•		
	(17) Finalization of Bridge Design	(g) Structural Calculation		•	
		(h) Drawings		•	
		(i) Quantity Taking-off		•	
	(18) Finalization of Bridge Temporary Facility Design	(j) Structural Calculation	•		
		(k) Drawings	•		
(l) Quantity Taking-off		•			
(19) Finalization of D/D Report		•			

1) Super Tee girder and PC-I girder in the Packages 1 and A4 only

7. Technical Standards to be Referred

The Sub-consultant should refer the technical standards in Table 7.1. In case, the Sub-consultant uses other one which is not listed in the table, the Sub-consultant shall request the Consultant for approval.

Table 7.1 Technical Standards to be Referred

No	Standards and Specifications	Ref. No
1	Expressway highway design requirements	TCVN5729-1997
2	Highway Design Requirements	TCVN4054-2005
3	Load and Effect	TCVN 2737-1995
4	Navigation clearance requirements of rivers	TCVN 5664-2009
5	Drainage & Sewerage – External Network & Facilities – Design Standard	TCVN7957-2008
6	Guidance for determination of dynamic component of the wind load under TCVN 2737-1995	TCXD 229-1999
7	Specification for design of bridges and auxiliaries for bridges	22TCN200-1989
8	Standard for design of rural roads	22TCN 210-1992
9	Transport works in earthquake zone design standard	22TCN221-1995
10	Soft soil treatment with wick drains	22TCN244-1998
11	PC concrete nail T13 T15 & D13 D15	22TCN267-2000
12	Regulation on navigation aids of Vietnam inland waterways	22TCN 269-2000
13	Standard of bridge design	22TCN272-2005
14	Standard for designing highway (junctions)	22 TCN273-2001
15	Pile foundation design standard	TCXDVN205-1998
16	Concrete and reinforced concrete	TCXDVN356-2005
17	Design earthquake bearing facilities	TCXDVN375-2006
18	Rubber bearings	AASHTO M251-06-UL, ASTM D4014-03(2007)
19	Standard for expansion joints	AASHTO M297-96, AASHTO M183-96

8. Person-in-Charge in the Consultant

Followings are persons-in-charge of the Consultant for each Part:

Part A: Detailed Design of Bridges

Mr Tetsuya Maeda, Sr Bridge Engineer

Part B: Detailed Design of Interchanges

Mr Takayasu Nagai, Sr Highway Engineer

9. General Work Sequence

General work sequence should be followed is shown in Table 9.1.

Table 9.1 General Work Sequence

Step	Action Taker	Action
1	JV	<u>Issuance of “Order of Detailed Design” for One Structure:</u> When the basic design of one structure, bridge or interchange are approved by the Client, the Consultant will issue of “Order of Detailed Design” to the Sub-consultant, with the approved basic design drawings.
2	TL	<u>Submission of Work Plan:</u> The Sub-consultant studies the basic design drawings provided, and submit work plan for the structure, with descriptions of clarifications of required work/design conditions and work process, to the Consultant.
3	JV	<u>Approve the Work Plan and Issuance of “Notice to Proceed”:</u> The Consultant studies the work plan submitted by the Sub-consultant, and issue “Notice to Proceed” upon his approval of the document. The Consultant instructs “Bill of Quantities (BOQ)” for work quantity report.
4	TL	<u>Execute the Detailed Design:</u> The Sub-consultant execute the detailed design in quality and timely
5	TL	<u>Submission of Draft Final Outcomes:</u> The Sub-consultant submitted the draft final outcomes, i.e. calculation sheets, drawings, work quantity report.
6	JV	<u>Review of Draft Final Outcomes and Comments:</u> The Consultant review the submitted draft final outcomes, then send his comments to the Sub-consultant.
7	TL	<u>Finalize the Outcomes as ”Final Draft” and submit:</u> The Sub-consultant modify and finalize the outcomes as “Final Draft” and submit two(2) copies to the Consultant.
8	JV	<u>Submit Detailed Design Report and Bidding Documents of One Package:</u> After integration of all design works of one package, the Consultant submit a set of detailed design report and the bidding documents of one package to the Client.
9	JV	<u>Establish a Modification Plan when Comments Given by the Client:</u> The Consultant establish a modification plan if any comments received by the Client and the Appraisal Consultant.
10	JV	<u>Instruction for Modifications:</u> The Consultant will instruct the Sub-consultant in order to improve the design documents to meet with the comments by the Client and the Appraisal Consultant.
11	TL	<u>Modify the Design Documents and submit:</u> The Sub-consultant shall modify the design documents to meet the requirements of the Client and the Appraisal Consultant, and submit it to the Consultant.
12	JV	<u>Confirmation of Improvement and Submit:</u> The Consultant shall submit the revised design documents to the Client after confirmation of the improvement by the Sub-consultant.
		(Item 9~12 will be continued until the design document is finally approved.)

JV: the Consultant, TL: the Sub-Consultant

10. Work Plan to be Submitted

The Sub-consultant shall submit the Work Plan, for each Part, not later than the time instructed by the Consultant for the checking and approval.

The Work Plan shall include:

- (1) General
- (2) Detailed Organization for Detailed Design
- (3) Staff List
- (4) Quality Assurance and Control
- (5) Reporting
- (6) General Work Schedule for One Structure
- (7) List of Outcomes of Detailed Design

11. Outcomes

(1) Part A: Bridge Design

Outcome of Part B: Bridge Design consists of the followings:

- (1) Structure Calculation Sheet
- (2) Drawings
- (3) Work Quantity Report in accordance with Bill of Quantity (BOQ).

(2) Part B: Interchange Design

Outcome of Part A: Interchange Design consists of the followings:

- (1) Drawings
- (2) Work Quantity Report in accordance with Bill of Quantity (BOQ).

12. Progress Reporting

(1) General

The Sub-consultant shall submit monthly progress report to the person-in-charge work progress preceding month.

(2) Monthly Progress Report (MPR)

Weekly Progress Report (WPR) should be prepared with the following form:

No.	Structure Name/Code	Accumulative Progress (%)				Target Completion Date
		This Month		Last Month	Next Month	
		Actual	Scheduled	Actual	Schedule	

13. Responsibility of Modification

The Sub-consultant shall be responsible for several times of modification of the products until the products approved by the Client.

14. Number of Copies for the Outcomes

The Sub-consultant shall be responsible for duplication of documents as many as required by the Client, not only the final submission but also the interim submission.

15. Supervision of the Work

The Consultant has the right to supervise all of the works and to approve the plan of operation, work methods and progress of the Work. The Consultant also has the right to accept and reject the results of the Work.

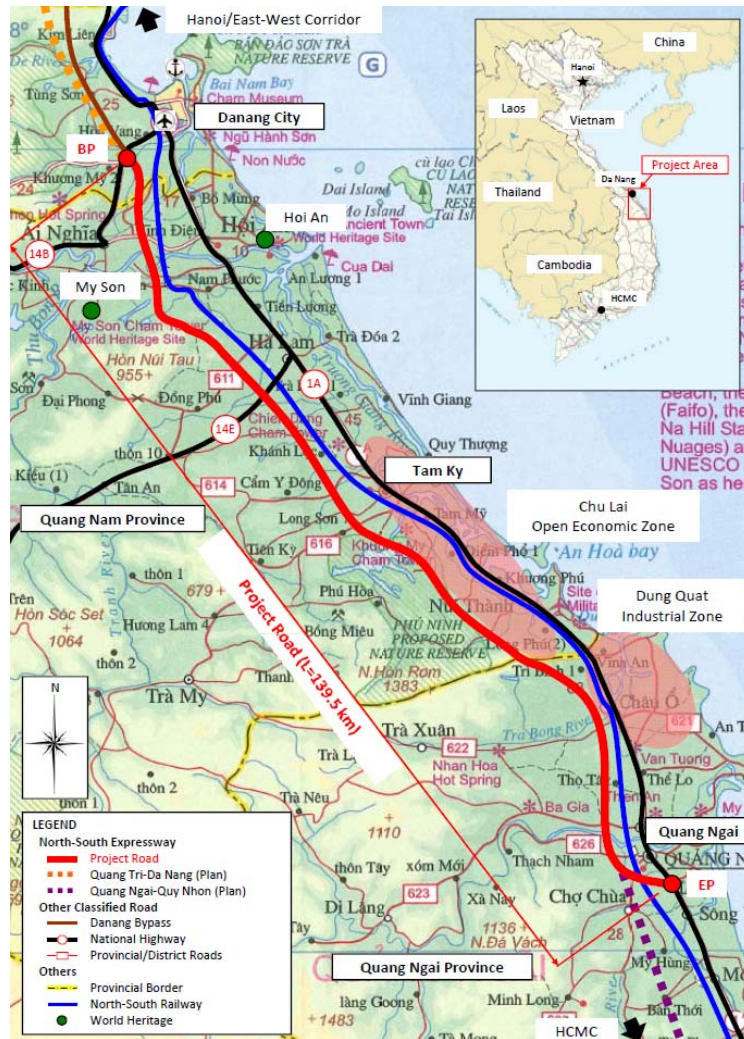
16. Completion of the Works

The Consultant shall issue “Work Completion Certificate” upon the approval of the outcomes by the Client.

Bill of Quantities (BOQ)

S.N.	Item	Unit	Unit Price (USD)	Quantity	Total Amount (USD)
1	Detailed Engineering Design (105 Bridges subject to change) (7 Interchanges)	LS	400,000	1	400,000
	Sub-Total				400,000
	VAT (10%)				40,000
	Total				440,000

Appendix G: List of Interchanges



No.	Interchange	Type	Connecting Road		
			Name	Crossing Location on Expressway	Province
1	Tuy Loan IC	Roundabout (Full Cloverleaf)	NH14B Da Nang BP	Km0+000	Da Nang City
2	My son IC	Trumpet	PR609	Km13+260	Quang Nam Province
3	Ha Lam IC	Trumpet	NH14E	Km40+880	Quang Nam Province
4	Tam Ky IC	Trumpet	PR616	Km64+510	Quang Nam Province
5	Chu Lai IC	Trumpet	Planning Road	Km82+990	Quang Nam Province
6	Dung Quat IC	Trumpet	Planning Road	Km101+740	Quang Ngai Province
7	Quang Ngai IC	T shape intersection (Trumpet)	Urban Road	Km130+502	Quang Ngai Province